



**Board Members**  
 Roland Skumawitz, Board President  
 Daniel Leavitt, Secretary/Treasurer  
 Ingrid Flores  
 Elizabeth Halikis

Ronald Reagan Charter School Alliance

**Regular Board Meeting Agenda**

23151 Palomar Street, Room 44

Wildomar, CA 92595

Phone: (951) 678-5217

September 14, 2015 @6:00 p.m.

**1.0 CALL TO ORDER**

Introduction of Guests

The meeting was called to order by the Board Chair at \_\_\_\_\_.

**2.0 OPEN GENERAL SESSION**

Establishment of a Quorum

ROLL CALL	Present	Absent
Mr. Roland Skumawitz	_____	_____
Dr. Ingrid Flores	_____	_____
Mrs. Elizabeth Halikis	_____	_____
Mr. Daniel Leavitt	_____	_____

*Other guests present:*

- SavantCo Education Services
- Hamel Contracting, Inc.
- PJHM Architects
- Hansberger and Klein, LLC

**3.0 PLEDGE OF ALLEGIANCE**

**4.0 APPROVAL OF THE AGENDA**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**5.0 INVITATION TO ADDRESS THE BOARD, OPEN SESSION ITEMS:**

Comments should be limited to 3 minutes. Unless an item has been placed on the published agenda in accordance with the Brown Act, there shall be no action taken, nor should there be comments on, responses to, or discussion of a topic not on the agenda. The Board members may: (1) acknowledge receipt of information/report; (2) refer to staff with no direction as to action or priority; or (3) refer the matter to the next agenda.

**6.0 INFORMATION SESSION:**

**6.1 Introduction of Personnel (Attachment 6.1)**

Introduction of each teaching team and support staff for the 2015-2016 school year.  
*Presented by: Barbara Hale, Executive Director/Principal*

**6.2 Construction Report (Attachment 6.2)**

Report on Construction project at 23151 Palomar St.  
*Presented by: Grant Hamel, Hamel Contracting and Tom Kruse, PJHM Architects*

**6.3 Financial Report (Attachment 6.3)**

Presentation of the status Sycamore Academy finances.  
*Presented by: Roy Kim, SavantCo Education*

**6.4 Director's Report**

Presentation regarding school administration and operations and an update on current legislation that may impact the school.  
*Presented by: Barbara Hale, Executive Director/Principal*

**6.5 School Report**

Presentation on recent and upcoming school events and activities.  
*Presented by: Jeff Morabito, Assistant Principal*

**7.0 INVITATION TO ADDRESS THE BOARD, CLOSED SESSION ITEMS:**

Comments should be limited to 3 minutes. Unless an item has been placed on the published agenda in accordance with the Brown Act, there shall be no action taken, nor should there be comments on, responses to, or discussion of a topic not on the agenda. The Board members may: (1) acknowledge receipt of information/report; (2) refer to staff with no direction as to action or priority; or (3) refer the matter to the next agenda.

**8.0 ACTION ITEMS:**

**8.1 El Dorado County Charter SELPA Local Plan Revision – Governance and Administration (Attachment 8.1)**

In May, 2014 the Charter SELPA CEO Council approved updated policies to align many of the governance activities with current practice. The Charter SELPA Local Plan Revision – Governance and Administration Chapter has been updated to reflect the current policies of the Charter SELPA. In May, 2015 the Charter SELPA CEO Council approved the updated Local Plan Revision – Governance and Administrative Chapter, a copy of which has been provided to the members of this board.

Staff recommendation: It is recommended that the board of Sycamore Academy of Science and Cultural Arts, in accordance with federal and state laws and regulations, shall adopt the El Dorado County Charter SELPA Local Plan and its updated Governance and Administration Chapter.

*Presented by: Barbara Hale, Director/Principal*

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>
Mr. Roland Skumawitz	_____	_____
Dr. Ingrid Flores	_____	_____
Mrs. Elizabeth Halikis	_____	_____
Mr. Daniel Leavitt	_____	_____

**8.2 Unaudited Actuals (Attachment 8.3)**

The board will review and consider the Unaudited Actuals.

Staff recommendation:

Staff recommends approval.

*Presented by: Barbara Hale, Director/Principal*

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>
Mr. Roland Skumawitz	_____	_____
Dr. Ingrid Flores	_____	_____
Mrs. Elizabeth Halikis	_____	_____
Mr. Daniel Leavitt	_____	_____

**8.3 2015/2016 Personnel Order (Attachment 8.3)**

The board will review and consider the staffing plan for the 2015/2016 school year.

Staff recommendation:

Staff recommends approval.

*Presented by: Barbara Hale, Executive Director/Principal*

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>
Mr. Roland Skumawitz	_____	_____
Dr. Ingrid Flores	_____	_____
Mrs. Elizabeth Halikis	_____	_____
Mr. Daniel Leavitt	_____	_____

**8.4 RRCSA Safe School Plan (Attachment 8.4)**

The board will review and consider the revised Safe School Plan.

Staff recommendation: The Safe School Plan has been revised to reflect the change of location, new evacuation routes and clarifying language has been added. Staff recommends approval.

*Presented by: Laura Girard, Operations Coordinator*

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>
Mr. Roland Skumawitz	_____	_____
Dr. Ingrid Flores	_____	_____
Mrs. Elizabeth Halikis	_____	_____
Mr. Daniel Leavitt	_____	_____

**8.5 Acceptable Use for School Computer Systems Policy 4000.101 (Attachment 8.5)**

The board will review and consider the Acceptable Use for School Computer Systems Policy 4000.101.

Staff recommendation: The Acceptable Use for School Computer Systems Policy reflects acceptable uses for the school's computer systems and network by employees and penalties for misuse. Staff recommends approval.

*Presented by: Jeff Morabito, Assistant Principal*

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>
Mr. Roland Skumawitz	_____	_____
Dr. Ingrid Flores	_____	_____
Mrs. Elizabeth Halikis	_____	_____
Mr. Daniel Leavitt	_____	_____

**8.6 Commercial Sub-Lease Agreement (Attachment 8.6)**  
 The board will review and consider the Commercial Sub-Lease with Ortega Trails Youth Centers.

Staff recommendation: The Commercial Sub-Lease with Ortega Trails Youth Centers allow Sycamore families access to a much needed resource on our campus. Staff recommends approval.  
*Presented by: Barbara Hale, Director/Principal*

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>
Mr. Roland Skumawitz	_____	_____
Dr. Ingrid Flores	_____	_____
Mrs. Elizabeth Halikis	_____	_____
Mr. Daniel Leavitt	_____	_____

**8.7 Revised 2015/2016 School Calendar (Attachment 8.7)**  
 The board will review and consider the revised 2015/2016 school calendar.

Staff recommendation: The adjustment to the calendar is necessary to ensure that students receive the required number of school days during the school year. Staff recommends approval.  
*Presented by: Barbara Hale, Director/Principal*

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>
Mr. Roland Skumawitz	_____	_____
Dr. Ingrid Flores	_____	_____
Mrs. Elizabeth Halikis	_____	_____
Mr. Daniel Leavitt	_____	_____

9.0

**CONSENT CALENDAR**

Consent Calendar Items are considered routine and may be enacted by a single motion.

**9.1 Approval of the Minutes: August 10, 2015 (Attachment 12.1)**

**9.2 Approval of the Check Register for June, July and August 2015 (Attachment 12.2)**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>
Mr. Roland Skumawitz	_____	_____
Dr. Ingrid Flores	_____	_____
Mrs. Elizabeth Halikis	_____	_____
Mr. Daniel Leavitt	_____	_____

**10.0 BOARD COMMENTS:**

**11.0 ADJOURNMENT**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_



<b>ROLL CALL</b>	<b>Present</b>	<b>Absent</b>
Mr. Roland Skumawitz	_____	_____
Dr. Ingrid Flores	_____	_____
Mrs. Elizabeth Halikis	_____	_____
Mr. Daniel Leavitt	_____	_____

The meeting was adjourned at \_\_\_\_\_.

**THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE**  
 Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.  
**REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY**  
 The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.  
**SPECIAL PRESENTATIONS MAY BE MADE**  
 Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.  
**REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY**  
 Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Sycamore Academy of Science and Cultural Arts  
 Telephone, (951) 678-5217;  
**FOR MORE INFORMATION**  
 For more information concerning this agenda, please contact Sycamore Academy of Science and Cultural Arts  
 Telephone (951) 678-5217.



# Special Education Local Plan

April, 2015

**Jeremy M. Meyers, Superintendent of Schools**  
El Dorado County Office of Education

**David M. Toston, SELPA Executive Director**

**CHAPTER III**  
**GOVERNANCE AND ADMINISTRATION**

## **GOVERNANCE AND ADMINISTRATION**

### **PURPOSE**

The El Dorado County Charter SELPA is composed of local educational agency charters (LEAs) located outside the geographic boundaries of El Dorado County. The El Dorado County Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency (RLA) and the County Superintendent of Schools as the Superintendent of the RLA.

As members of the El Dorado County Charter Special Education Local Plan Area (SELPA), (hereinafter referred to as Charter SELPA), each charter (as identified by the CDS (County, District, School) code issued by the State Board of Education) is considered an LEA (Local Education Agency) for purposes of special education.

The Charter SELPA further recognizes its' members as single charter partners or organization partners. Single Charter Partner is defined as an entity with one charter CDS code. An Organization Partner is an entity with multiple charters (CDS codes) as members of the Charter SELPA. An entity is defined as an organization with one governing board or one CEO (Chief Executive Officer) position. The title of CEO may differ by organization, but the intent is that final decision making in the organization is vested in one leadership position.

The function of the SELPA and participating agencies is to provide a quality educational program appropriate to the needs of each eligible child with a disability who is served by the Charter SELPA members.

All such programs are operated in a cost effective manner consistent with the funding provisions of Education Code Section 56700 et seq, IDEA, all other laws and policies, and the procedures of the El Dorado County Charter Special Education Local Plan Area.

### **CHANGES IN THE GOVERNANCE STRUCTURE**

Any changes in the governance structure of the El Dorado County Special Education Local Plan Area, including the dividing of the SELPA into more than one operating entity, changing the designation of and/or responsibilities of the Responsible Local Agency, are subject to specific Provisions of Education Code Sections 56140, 56195, et seq., 56195.7 et seq., 56200 et seq., and 56205 et seq.

1. Any local agency which is currently designated as a Local Education Agency (LEA) participating in the El Dorado County Local Plan for Special Education may elect to pursue an alternative option from those specified in Education Code Section 56195.1 by notifying the appropriate county superintendent at least one year prior to the date the alternative plan would become effective (E.C. 56195.3(b)).

2. Any alternative plan of an LEA is subject to the approval of the county superintendent of the county or counties which would have school districts as participating agencies in the alternative plan. (E.C. 56195.1)
3. Approval of a proposed alternative plan by the appropriate county superintendent may be based on the capacity of the LEA Charter(s) to ensure that special education programs and services are provided to all children with disabilities. (E.C. 56140(b))
4. If an alternative plan is disapproved by a county superintendent, the county office shall return the plan with comments and recommendations to the LEA charter(s). The charter or charters participating in the alternative plan may appeal the decision to the Superintendent of Public Instruction. (E.C. 56140 (b) (2))
5. Any alternative plan to be submitted by a charter or a group of charters currently participating in the El Dorado County Charter SELPA must meet the standards established by the State Board of Education and not adversely affect the size and scope status of the current local plan geographic area.
6. Any changes in the designation of the responsible local agency for the El Dorado County Charter SELPA must conform to the above code provisions and the administrative provisions and the administrative provisions for approval as specified in the Local Plan

Disagreements among the participating agencies of the El Dorado County Charter SELPA are attempted to be resolved through dispute resolution procedures. If not resolved, the matter would be presented to the Chief Executive Officers' (CEO) Council for discussion and dispute resolution.

## **GOVERNANCE STRUCTURE OF THE PLAN**

California Education Code Section 56200 (c) (2) requires that the Local Plan, "specify the responsibilities of each participating county office and district governing board in the policy-making process, the responsibilities of the superintendent of each participating district and county in the implementation of the plan, and the responsibilities of district and county administrators of special education in coordinating the administration of the plan." In accordance with this provision, the El Dorado County Charter SELPA has developed the following governance structure, policy development and approval process.

**RESPONSIBILITIES OF EACH GOVERNING BOARD IN THE POLICY- MAKING PROCESS AND PROCEDURES FOR CARRYING OUT THE RESPONSIBILITY**

Upon entry into the Charter SELPA, the governing board for each LEA charter shall approve the Agreement for Participation, Representations and Warranties, and the Local Plan for Special Education. The Charter SELPA Local Plan is approved by the CEO Council and the Board of the El Dorado County Office of Education. Amendments to the Local Plan to revise LEA membership (additions/deletions) shall be approved by the Board of the El Dorado County Office of Education. Prior to County Board approval, new LEA members and/or termination of LEA members shall be approved through the process as identified in Charter SELPA policies. All membership changes shall be communicated with the Charter SELPA CEO Council at the next regularly scheduled meeting.

The Board of the El Dorado County Office of Education will hold the required public hearings and approve the annual service plan and the annual budget plan. The plans shall be sent to all charter LEA members and communicated with the Charter SELPA CEO Council at the next regularly scheduled meeting. Notice of the public hearings shall be posted in each charter school at least 15 days prior to the hearing, as required by law.

As described within the Local Plan and adopted policies of the Charter SELPA, the Boards of Education delegate the ongoing policy-making process, the allocation plan process, and administrative procedures for carrying out that responsibility to the governance structure of the Charter SELPA.

**RESPONSIBILITIES OF CHIEF EXECUTIVE OFFICERS  
CHARTER SELPA CHIEF EXECUTIVE OFFICERS' (CEO) COUNCIL**

The Charter SELPA CEO Council membership consists of the CEO or designee of each charter LEA member. Each charter LEA member has one vote. Organization Partners, that operate more than one charter school, may have a single representative for all schools operated, but such representative shall have a number of votes equal to the number of charter LEAs represented.

Charter SELPA CEO Council meetings are subject to California Open Meeting laws, specifically the Brown Act (Government Code 54950-54963), which requires that CEO Council members conduct business at properly noticed and agendized public meetings.

A majority of the LEAs present at a regularly scheduled and posted CEO Council meeting shall constitute a quorum.

The Charter SELPA CEO Council will meet regularly with the El Dorado County Superintendent of Schools and/or designee to direct and supervise the implementation of the Local Plan. The Council has exclusive authority to make and take all reasonable and appropriate steps to implement all decisions which may have a material effect on any and/or all Charter SELPA policies, practices, operations, organization, services,

functions, and any other purpose related to the purpose for which the Charter SELPA is established. A minimum of two meetings per year will be held; generally in September and May.

The Charter SELPA CEO Council is responsible to approve Charter SELPA policies and administrative regulations.

The Charter SELPA CEO Council is responsible to approve the Allocation Plan, which is the framework for distribution of funds within the Charter SELPA.

Material changes to the Local Plan, other than for membership changes, shall be approved by the Charter SELPA CEO Council and the Governing Board of the El Dorado County Office of Education.

#### Charter School Admission Criteria:

It is the intent of the El Dorado County Charter SELPA to provide options for charter schools in terms of SELPA membership. While it is always preferable for a charter school to participate with their geographic SELPA, the Charter SELPA has been developed to allow for a viable alternative for SELPA membership. Therefore, there are specific criteria which must be met in order for a charter school to be considered for membership in the El Dorado County Charter SELPA.

#### **Charter SELPA Selection Committee**

As outlined in Charter SELPA policies, a Charter SELPA Selection Committee has been established to approve the admission of new Charters to the SELPA. The Charter SELPA Selection Committee is comprised of:

- The El Dorado County Superintendent of Schools/Designee
- One Charter CEO, member of the CEO Executive Committee
- One Charter CEO selected by the El Dorado County Superintendent of Schools/Designee

The Charter SELPA Selection Committee will meet, review all documents, and approve or reject members. Because of a high volume of applications to the Charter SELPA, the Selection Committee may include more than one member of the CEO Executive Committee or CEO Council and more than one Charter CEO selected by the EDCOE County Superintendent/Designee in order to efficiently review the number of applications submitted. Meetings may take place through teleconference. For the purposes of this section, "teleconference" means a meeting where the members are in different locations, connected by electronic means, through either audio or video, or both.

The Charter SELPA Selection Committee will inform the CEO Council members of their decision. The Charter SELPA AU shall inform the charter school of the decision.

Any charter school may apply to the Charter SELPA Selection Committee to become a LEA member of the SELPA. The Charter SELPA will establish an annual timeline for submission of applications. Once granted membership, the charter LEA will participate in the governance of the SELPA in the same manner as all other charter LEA members in the SELPA. The timeline for submission may be amended by the Charter SELPA Superintendent/designee for unique circumstances, including State Board of Education charter approvals.

The applicant member, not an expansion of an existing member, will be deemed a member of the SELPA upon approval of the Charter SELPA Selection Committee, and subsequent Local Plan Membership amendment approved by El Dorado County Office of Education Governing Board, and the California Department of Education. The applicant member charter LEA board must also take action to approve membership.

The Charter SELPA Selection Committee shall review applications to determine if the applicants meet the requirements of the application process as established by the Charter SELPA. The Charter SELPA Selection Committee will inform the CEO Council members of their decision.

Applications for additional schools of a current Charter SELPA member, shall be approved by the Charter SELPA, pursuant to Charter SELPA policies, and are not required to be reviewed by the Charter SELPA Selection Committee. Because they are current members, the Charter SELPA has significant documentation available to assess the new charter LEA capacity.

The applicant member, an expansion of an existing member, will be deemed a member of the SELPA after approval of the Charter SELPA, and subsequent Local Plan Membership amendment approved by the El Dorado County Office of Education Governing Board, and the California Department of Education. The applicant member charter LEA board must also take action to approve membership.

### **Charter SELPA Membership Appeals Committee**

The Charter SELPA Membership Appeals Committee meets on an "as needed basis" to hear Selection Committee appeals and membership termination appeals. The El Dorado County Superintendent/designee shall serve as an ex officio member of the Charter SELPA Membership Appeals Committee. An invitation to participate in the Membership Appeals Committee shall be issued annually at the first CEO Council meeting of the fiscal year.

Charter SELPA Membership Appeals Committee meetings are subject to California Open Meeting laws, specifically, the Brown Act (Government Code 54950-54963) which requires that SELPA Membership Appeals committee members conduct business at properly noticed and agendized public meetings.



## **CHARTER SELPA EXECUTIVE COMMITTEE**

### **Responsibilities of the Charter SELPA Executive Committee**

The Executive Committee shall serve as an informal advisory body to the Charter SELPA. The Executive Committee shall be comprised of all Charter SELPA CEO Council members who have an interest in participating as a committee member. Committee participation shall be at the discretion of individual members who shall be free to attend, or not attend, meetings as they choose. However, at no time shall an Executive Committee meeting be conducted with a majority of SELPA members.

Committee meetings shall occur from time to time on an informal basis as the Committee may determine. The Committee shall have no continuing subject matter jurisdiction. However, it is contemplated that the Committee shall, from time to time, consider and advise the Charter SELPA on administrative matters including, but not limited to, program operations, future strategic planning, procedural matters, and fiscal considerations.

An invitation to participate in the Executive Committee shall be issued annually at the first CEO Council meeting for the fiscal year. The El Dorado County Superintendent/designee shall serve as an ex-officio member of the Executive Committee.

Summaries of the Executive Committee meetings shall be transmitted to the full membership of the Charter CEO Council.

### **Special Education Community Advisory Committee (CAC)**

Each charter school may select a parent representative to participate in the Special Education Community Advisory Committee to serve staggered terms in accordance with E.C. §56191 for a period of at least two years. Selected parents will be the parent of a child with a disability. This group will advise the Charter SELPA AU on the implementation of the El Dorado County Local Plan for Special Education in Charter Schools ("Local Plan") as well as provide local parent training options in accordance with the duties, responsibilities and requirements of E.C. § 56190-56194.

Because of the geographic diversity anticipated within the El Dorado County Charter SELPA, meetings may take place through teleconference. For purposes of this section, "teleconference" means a meeting where the members are in different locations, connected by electronic means, through either audio or video, or both.

### **Charter SELPA Special Education Steering Committee**

The Steering Committee serves in an advisory capacity to the Charter SELPA. Each charter LEA is entitled to select one representative for this committee. The Steering Representatives are the charter LEA's special education directors or special education

program leads. They meet regularly for the purpose of advising the Charter SELPA and receiving and disseminating direct program/instructional information.

### **Charter SELPA Special Education Fiscal Committee**

The Fiscal Committee meets twice per year. The designated fiscal representative from each charter LEA member is invited to attend. Charter CEOs and Special Education Administrative contacts are invited to attend as well. Meetings take place through teleconference. The meeting serves as a communication tool to inform fiscal contacts of actions taken by CEO Council that may have budgeting and financial reporting considerations.

### **FULL CONTINUUM OF SERVICES**

Both state and federal law provides that students with exceptional needs are entitled to a free, appropriate public education (FAPE) that includes special education and related services to meet their unique needs in the least restrictive environment (LRE). Each SELPA member must ensure that all children served under their jurisdiction who have disabilities, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, evaluated and served. Therefore, a full continuum of services are available within the Charter SELPA.

Given this fact, the plan provides funding per the Charter SELPA Educational Allocation Plan to the Charter Schools so that they may appropriately provide for all the students with special education needs attending their schools. This obligation can be met in several ways, which may include:

1. Hire appropriately credentialed special education staff.
2. Contract with another LEA.
3. Contract with Nonpublic Schools/Agencies.

These methods of providing necessary services may be used by a single school in the Charter SELPA, or several schools within the Charter SELPA could join together to provide the services.

## **EVALUATION**

E. C. 56600 was written, in part, to ensure that SELPAs participate with all State efforts to provide for ongoing comprehensive evaluation of special education programs in order to refine and improve programs, policies, regulations, guidelines, and procedures on a continuing basis, and to assess the overall merits of these efforts.

The El Dorado County Charter SELPA annually submits all information required by the California Department of Education, Special Education Division, in this effort, including statistical data, program information, and fiscal information related to the programs and services for children with disabilities in the El Dorado County Charter SELPA.

The Charter SELPA Administration is responsible for collecting all data required by the California Department of Education related to special education budgets and services, and reports them annually.

SELPA staff supports all members of the Charter SELPA in the collection of data related to compliance, due process procedures, availability of services, key performance indicators, etc., as needed.

## **DATA COLLECTION AND DEVELOPMENT OF MANAGEMENT INFORMATION SYSTEMS**

California Department of Education requires of each SELPA the collection of specified data in such a manner as to be communicative with the CASEMIS – Management Information System of the State.

The Charter SELPA has designed and implemented a data collection and storage system that provides for the management and reporting of required data for state and federal systems. The SELPA continues to work with the State's Department of Management Information System to collect and report all required data related to special education fiscal and program services, and to provide other pertinent information necessary for the operation of the SELPA.

The Charter SELPA staff supports all the member LEA charter schools in the Charter SELPA in their collection and reporting of required data.

The Charter SELPA staff strives to support a system which is responsive to the data needs of the member LEA charter schools.

## **PROVISION FOR ONGOING REVIEW OF PROGRAMS**

The State has in place a system for review of the special education programs in the charter schools. It is the responsibility of the SELPA to support the delivery of effective programs and services in its LEAs, to support a continuum of appropriate service

options, to improve the quality of the programs offered, and to monitor them and participate in review processes, including the Key Performance Indicator, the Procedural Safeguards, complaint processes and mediation and due process procedures.

The El Dorado County Charter SELPA endeavors first to provide adequate information, resources and support to all its member LEA charters, so that they may deliver compliant, quality services. Further, the Charter SELPA staff, under the direction of the CEO Council and in conjunction with the CAC and the informal advisement from the CEO Executive Committee, participates in all State review processes and any local review processes to ensure that appropriate and necessary services are offered for all children with disabilities and to support continuous improvement of those services.

The SELPA ensures that adequate information related to all areas of compliance is available to all the charter LEA members.

The SELPA ensures the availability of a full continuum of options, supplemental aids and services, and regionalized programs, for all children with disabilities, severe low incidence, and non-severe.

### **PROCESS FOR ALLOCATING PROGRAM SPECIALIST SERVICES THROUGHOUT THE REGION**

The Charter SELPA currently employs program specialist(s). In addition, in accordance with Education Code §56780, all coordination responsibilities for program specialist services as outlined are fully supported through the governance structure of the SELPA. This includes the administrative staff, program specialist services, Charter Special Education Steering Committee, Charter Executive Committee, and Charter CEO Council. Openings for program specialist positions are advertised, and the selection processes conducted are consistent with County Office hiring practices. The interview panel includes representatives from LEAs, as well as SELPA personnel.

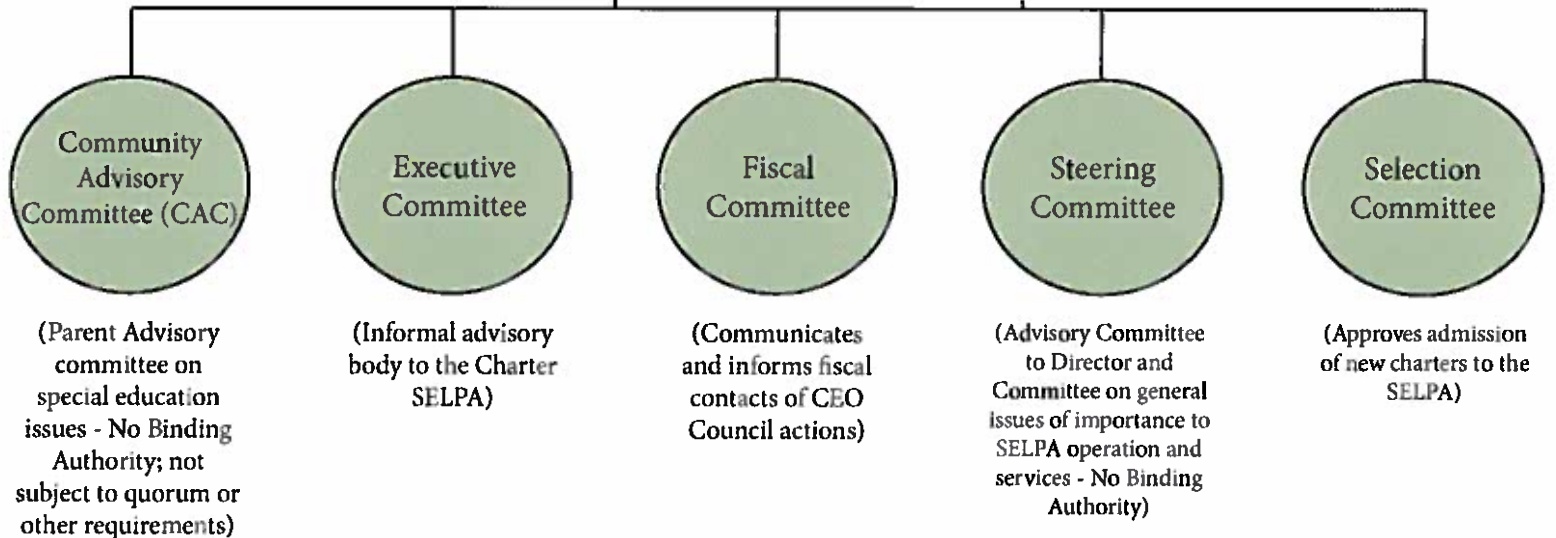
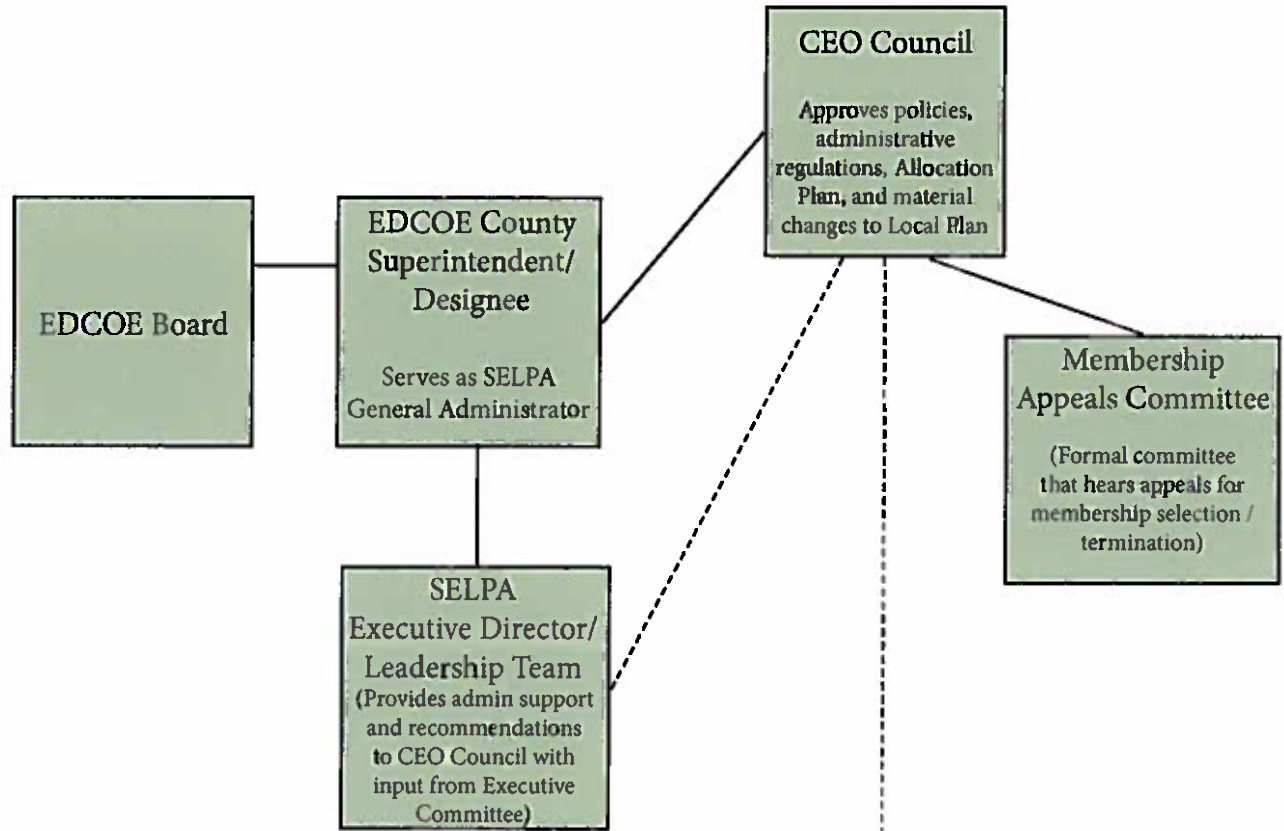
Duties of program specialists are those specified in Education Code §56368 and the Local Plan:

- A. Assist Resource Specialist, Designated Instruction and Service instructors, and Special Class Teacher in the planning and implementation of individual education programs for children whose disability is in the area or expertise of the Program Specialist.
- B. Coordinate curricular resources in a manner to make them available and effective for personnel who are in need of the resources.
- C. In conjunction with the SELPA Director, assess program effectiveness to promote the program for individuals with exceptional needs.
- D. Participate in school staff development, research, program development, and innovation or special methods and approaches.
- E. Provide coordination, consultation, and program development in areas to which the program specialist is assigned.

- F. Under the direction of the SELPA Director, assure the pupils have full educational opportunity, regardless of the district of residence in the Special Education Local Plan Area.
- G. Participate in I.E.P.s at the request of Local Education Agency or parent.
- H. Assist Local Education Agencies with non-public, non-sectarian and state school placements when requested.

Safeguards for the assurance of appropriate use of regionalized funds are the responsibility of the SELPA Executive Director and as approved by the governance structure. Program Specialist(s) are employed by the AU and supervised by the SELPA Director.

# El Dorado County Charter SELPA Flow Chart



## **AGREEMENT FOR PARTICIPATION**

### **EL DORADO COUNTY CHARTER SELPA**

The El Dorado County Charter Special Education Local Plan Area (SELPA) as authorized by the California State Board of Education assists California charter schools that have successfully completed the SELPA membership process and have signed this Agreement for Participation (Agreement) which are deemed Local Educational Agencies pursuant to Education Code Section 47641, in meeting their obligations to provide special education and related services (each term as defined in 20 U.S.C. Section 1401 and the applicable rules, regulations and interpretive guidance issued thereunder and collectively referred to as Services) to applying or enrolled students actually or potentially entitled to Services under applicable state and federal laws and regulations (Students). SELPA Membership also ensures compliance with the LEA Member's obligations under Education Code Sections 56195, et. seq.

It is the goal of the El Dorado County Charter Special Education Local Plan Area (SELPA) that all charter pupils with exceptional needs within the SELPA receive appropriate special education programs. It is the intent of the Charter SELPA that special education programs be coordinated and operated in accordance with the governance structure.

The respective Charter Schools who are signatories hereto, the El Dorado County Office of Education (EDCOE), and the El Dorado County Charter SELPA, mutually agree as follows:

#### **DEFINITIONS**

**LEA:** as described in Education Code Section 56026.3., shall refer to a specific LEA Member Charter School or Charter School development organization as appropriate.

**RLA:** Responsible Local Agency, as described in Education Code Section 56030. Federal Regulations use the term "Administrative Unit" or "AU". For purposes of this Agreement, the El Dorado County Office of Education shall be the RLA or AU for the El Dorado County Charter SELPA.

**Charter SELPA CEO Council:** This group is composed of a representative from each Charter School in the Charter SELPA at the Chief Executive Officer level.

Organizations that operate more than one Charter School at their option may have a single representative for all schools operated, but such representative shall have a number of votes equal to the number of schools represented. This group would meet regularly with the County Superintendent of Schools to direct and supervise the implementation of the Local Plan.

**Charter Executive Committee:** The Charter Executive Committee is comprised of representatives from the Charter SELPA CEO Council and shall include the El Dorado County Superintendent and staff designees.

Efforts will be made to ensure the committee has broad representation in a variety of areas; e.g. various geographical areas of the Charter SELPA, CMO representation, single charter, large charter, small charter, original founding members, new members. This committee serves as an informal advisory body to the Charter SELPA AU.

**Charter Special Education Steering Committee:** This Steering Committee serves in an advisory capacity to the Charter SELPA Executive Director. Each Charter School is entitled to select one representative for this committee – either a teacher or an administrator. Representatives commit to a full year of service, which would include meeting regularly for the purpose of advising the Charter SELPA Executive Director and receiving and disseminating direct program/instructional information.

**Special Education Community Advisory Committee – CAC:** Each Charter School shall be entitled to select a parent representative to participate in the Special Education Community Advisory Committee to serve staggered terms in accordance with E.C. § 56191 for a period of at least two years. Selected parents will be the parent of a child with a disability. This group will advise the Charter SELPA Executive Director on the implementation of the El Dorado County Charter SELPA Local Plan for Special Education in Charter Schools (“Local Plan”) as well as provide local parent training options in accordance with the duties, responsibilities and requirements of E.C. §§ 56190-56194.

Because of the geographic diversity anticipated within the El Dorado County Charter SELPA many meetings will be conducted through the use of teleconferencing or video conferencing.

**IEP (Individualized Education Program):** A plan that describes the child's current abilities, sets annual goals and instructional objectives, and describes the education services needed to meet these goals and objectives in accordance with E.C. § 56032.

**IEP Team:** A group of team members, as defined in Education Code § 56341, who meet for the purpose of determining student eligibility for special education and developing, reviewing, or revising a pupil's IEP and recommendations for placement.

### **LEA MEMBER RESPONSIBILITIES AND DUTIES:**

Each LEA agrees that it is subject to the following responsibilities and duties under this Agreement, all adopted SELPA policies and procedures, the Local Plan, and governing federal and state laws and regulations (collectively, LEA Member Obligations), compliance with which is a condition precedent to membership, and continuing membership, in the SELPA, and these responsibilities and duties cannot be delegated to another entity.

The LEA Member as a participant in the Local Plan shall perform the following and be exclusively responsible for all costs, charges, claims and demands arising out of or related to its own pupils and its respective programs operated by the LEA Member:



- A. Adhere to the Local Plan, Policies and procedures as adopted by the Charter CEO Council.
- B. Select, compensate and determine the duties of the special education teachers, instructional aides, and other personnel as required to conduct the program specified in the Local Plan, and in compliance with state and federal mandates, Charter Schools may contract for these services;
- C. Conduct and/or contract those programs operated by the LEA Member in conformance with the Local Plan and the state and federal mandates;
- D. Organize and administer the activities of the IEP Teams, including the selection of the LEA Member staff and who will serve as members of the IEP Team in conformance with the Education Code Section 56341 and in compliance with the Local Plan;
- E. Organize and maintain the activities of the Resource Specialist Program in conformance with Education Code Section 56362; the Designated Instruction and Service in conformance with Education Code Section 56363; and Special Classes and Centers in conformance with Education Code Section 56364.1 and 56364.2; and in compliance with the Local Plan;
- F. Provide facilities as required to house the programs conducted by the LEA;
- G. Provide for the acquisition and distribution of the supplies and equipment for the programs conducted by the LEA Member;
- H. Provide and/or arrange for such transportation services as may be required to provide the special education programs specified that are conducted by the LEA Member;
- I. Cooperate in the development of curricula for the classes and the development of program objectives with the AU. Cooperate in the evaluation of the programs as specified in the Local Plan, with the AU;
- J. Cooperate in the development of the procedures and methods for communicating with the parents and/or legal guardians of the individuals served in conformance with the provisions of the Local Plan with the AU;
- K. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof. Provide for the continuous review of placements and the assessment procedures employed to insure their effectiveness and applicability, and insure the continued implementation and compliance with eligibility criteria;
- L. Provide for the integration of individuals educated under this agreement into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan;
- M. Conduct the review of individual placements requested by the

parents and/or legal guardians of the individual in accordance with the Local Plan;

- N. Prepare and submit all required reports, including reports on student enrollment, program expenditures, and program evaluation;
- O. Designate a person to represent the LEA Member on the Charter Special Education Steering Committee to monitor the implementation of the Plan and make necessary recommendations for changes and/or modifications;
- P. Designate a representative for the LEA Member to serve on the Special Education Community Advisory Committee, in accordance with Education Code Section 56192-56193 and pursuant to the procedures established in the Local Plan;
- Q. Designate the LEA Member Superintendent/CEO or School Leader by whatever name designated to represent the LEA Member on the Charter CEO Council to supervise and direct the implementation of the Plan;
- R. Receive special education funding from El Dorado County in accordance with the Charter SELPA's Allocation and Budget Plan.
- S. It is understood that except as otherwise may be specifically agreed from time to time the RLA shall have no responsibility for the operation of any direct educational program service of any kind.
- T. Each LEA Member shall annually provide RLA with LEA Member's annual audit report, as conducted according to Education Code Section 47605(b)(5)(I). Annual submission shall be made annually, no later than January 31<sup>st</sup>. LEA Member further agrees to forward RLA copies of State Controller's Office communications regarding audit report corrective actions and a corrected audit report, if applicable. Should an LEA Member be the subject of a FCMAT report (or other agency review) that indicates concern with inappropriate use of funds, financial insolvency concerns, or operational concerns, the LEA Member shall notify RLA and provide the RLA with a copy of the report.
- U. Charter LEA Member "Member" hereby agrees to indemnify and hold harmless the El Dorado County Office of Education "EDCOE", the El Dorado Board of Education, the El Dorado County Superintendent of Schools, the El Dorado County Charter SELPA, and attorneys hereby collectively referred to jointly as "SELPA", and all of their officers, directors, employees, agents, and representatives and attorneys against any and all claims, losses, penalties, fines, forfeitures, judgments, reasonable attorney's fees, and related litigation costs, fees, and expenses and amounts actually and reasonably incurred in settlement that result from any act or omission by or on behalf of Member by SELPA under this Agreement, unless the act or omission constitutes gross negligence, willful misconduct, or breach of fiduciary duty by any officer, director, partner, agent, or employee of SELPA in connection with SELPA's performance under this Agreement and the amounts would not have been covered under Members' insurance that result from any act or

omission constituting gross negligence or willful misconduct by any officer, director, or employee of SELPA in connection with SELPA's performance under this Agreement.

**AU/RLA DUTIES AND RESPONSIBILITIES:**

Pursuant to the provisions of Education Code Section 56030 et seq., the AU shall receive and distribute regionalized service funds, provide administrative support, and coordinate the implementation of the El Dorado County Local Plan for Special Education in Charter Schools participating in the Charter SELPA. In addition, the AU shall perform such services and functions as required to accomplish the goals set forth in the plan. Such services include, but are not limited to, the following:

- A. Act as agent for Charters participating in the Plan as specified in the Local Plan. Receive, compile and submit required enrollment reports and compute all special education apportionments as authorized under Education Code Section 56836 et seq. Receive data from each LEA Member to compile and submit budgets for the programs and monitor the fiscal aspects of the program conducted. Receive the special education apportionments of Regionalized Services as authorized under Education Code Section 56836.02;
- B. Coordinate with LEA Member's in the development and implementation of a systematic method for referring and placing individuals with exceptional needs who reside in the Charter, including the methods and procedures for communication with the parents and/or guardians of the individuals according to procedures in the Local Plan;
- C. Coordinate the development and implementation of curriculum and program objectives and provide for continuous evaluation of the special education programs in accordance with the Local Plan;
- D. Coordinate the organization and maintenance of the Special Education Community Advisory Committee (CAC) as part of the responsibility of the AU to coordinate the implementation of the plan pursuant to Education Code Section 56030. Provide for the attendance of designated members of the AU's staff at all regularly scheduled Special Education Community Advisory Committee meetings;
- E. Coordinate community resources with those provided by LEA Member and the AU, including providing such contractual agreements as may be required;
- F. Organize and maintain the Charter Special Education Steering Committee to monitor the operations of the Local Plan and make recommendations for necessary revisions, including, but not limited to:

1. Monitoring the application of eligibility criteria throughout the Local Plan area;
  2. Coordinating the implementation of the transportation for special education pupils;
  3. Coordinating the system of data collection, management, and evaluation;
  4. Coordinating personnel development and curriculum development for special education, including alternative dispute resolution;
  5. Coordinating the identification, referral, assessment, instructional planning, and review procedures, including the communication with parents and/or legal guardians regarding rights and responsibilities for special education;
  6. Developing interagency referral and placement procedures; and,
  7. Evaluating the effectiveness of special education programs.
- G. Support the Charter SELPA CEO Council by attendance and participation of the County Superintendent and/or designees and the Charter SELPA Executive Director at meetings;
- H. Provide for regular inservice training for AU and LEA Member staff responsible for the operation and conduct of the Local Plan. Regular inservice training may also be provided to CAC representatives;
- I. Provide the method and the forms to enable the LEA Member to report to the AU on student enrollment and program expenditures. Establish and maintain a pupil information system;
- J. Provide reasonable assistance to the LEA Member upon request from LEA Member administration, or individual cases, including but not limited to:
1. Complaint issues;
  2. Hearing issues; and
  3. Identification of appropriate programs for specific pupils.
- K. Perform other services reasonable and necessary to the administration and coordination of the Plan;
- L. Receive special education funding and distribute funds in accordance with the Charter SELPA Allocation and Budget Plan.
- M. Schedule a public hearing at the El Dorado County Office of Education for purposes of adopting the Annual Service Plan and Budget Plan.

## **PROVISIONS OF THE AGREEMENT**

- A. Consistent with this Agreement each LEA Member shall have full and exclusive authority and responsibility for classifying employment positions within their respective LEA Member.
- B. No LEA Member may enter into any agreement, MOU or other undertaking that would bind or limit independent decision making on the same or similar matters by any other LEA Member.
- C. The managerial prerogatives of any participating LEA Member shall not be infringed upon by any other participating LEA Member except upon mutual consent of an affected LEA Member(s), or unless as otherwise set forth by this Agreement.
- D. Any LEA Member may terminate its Charter SELPA membership at the end of the fiscal year next occurring after having provided twelve months prior written notice as follows:
  - 1. Prior initial written notice of intended termination to the RLA of at least one year, and
  - 2. final written notice of termination to the RLA no more than six months after the LEA Member's initial notice of intended termination.

The RLA County Superintendent of Schools may terminate any LEA Member's Charter SELPA membership at the end of the fiscal year next occurring after having provided twelve months prior written notice as follows:

- 1. Prior initial written notice of intended termination to the LEA Member of at least one year, and
- 2. Final written notice of termination to the LEA Member no more than six months after the RLA's initial notice of intended termination.
- 3. Summary Termination:  
Notwithstanding anything contained herein to the contrary, the Charter SELPA, in its sole discretion, may initiate and complete the termination process, as provided for herein, in accordance with standards and a reasonable summary timeline as determined by the Charter SELPA.

The summary standards and timeline as determined by the Charter SELPA shall, at a minimum, provide an LEA Member a reasonable opportunity for prior written notice and an opportunity to be heard.

Specifically the timeline and appeal process above does not preclude the Charter SELPA from initiating and completing the termination process in less than 12 months or by June 30th of the year immediately preceding the summary termination, if the member demonstrates:

- a) Egregious disregard of state and federal requirements to provide services to students, and/or
  - b) Demonstrated systemic and material issues that would cause the Charter SELPA AU to make a finding of "going concern" based on leadership, programmatic and/or fiscal solvency that would cause Charter SELPA AU to believe the Charter SELPA would be harmed by the continued membership of the LEA.
  
- E. Funding received by a charter is subject to the elements of the allocation plan. The Allocation Plan is updated on an annual basis and approved by CEO Council. Funding is subject to administrative fees, set-aside provisions, differentiated funding in year 1 and year 2, and potential recapture provisions if funds are not spent. All of these details are outlined in the allocation plan document. Participants agree by signing this document to agree to the provisions of the allocation plan.
- F. In accordance with their needs, the LEA Members and the AU in El Dorado County shall continue to manage and operate programs in their respective LEAs in accordance with Education Code Section 56172.
- G. The Charter CEO Council shall have the responsibility and right to monitor and correct any special education matter which affects the Special Education Local Plan Area. The AU staff shall be responsible for coordinating and informing the governance structure on any such matter.
- H. The LEA Members and the AU will maintain responsibility for program administration for the service they provide. All administrative requirements that govern that unit will be in effect regarding special education services. The Superintendent and/or Administrators of Special Education in each LEA Member and in the AU will be responsible for the daily operation of their respective programs.
- I. The student program placement is and shall remain the responsibility of the respective LEA Member. Student admission and transfer shall be determined in accordance with the respective charter, SELPA and El Dorado County Board policies and the respective charter, SELPA and El Dorado County procedures established in accordance with the identification, assessment, instructional planning and placement set forth in the Local Plan. Nothing contained herein shall be interpreted as providing automatic transfer rights to parents or students. The charter enrolling any pupil shall have the exclusive right to approve placement in any other agency. Each LEA of service shall have the right to determine if such LEA is able to provide a free, appropriate public education for the pupil.
- J. Supervision and other incidents of employment of special education

staff will be the responsibility of the respective LEA Member or AU. Each LEA Member and the RLA shall have full exclusive and independent control over the development, change, implementation and application of all evaluation procedures their respective LEA Member or in the RLA as the case may be. All LEA Members shall have full and exclusive authority to recruit, interview, and hire special education staff as needed by such LEA Member to provide continuity and service to their special education students.

- K. The Charter SELPA CEO Council shall approve Charter SELPA policies, administrative regulations, the Allocation Plan and material changes to the Local Plan. The El Dorado County Board of Education shall meet the legal requirement of conducting a public hearing and adopting the annual service plan and budget plan. These documents shall be provided to the CEO Council as an information item at their next regularly scheduled meeting.

### **WARRANTIES AND REPRESENTATIONS:**

As a condition of membership, each LEA Member warrants and represents that at no time during such LEA Member's membership in the El Dorado County Charter SELPA shall any such LEA Member, directly or indirectly, provide special education funding for the benefit of a for-profit entity. All Funding provided through the El Dorado County Charter SELPA shall be treated as a restricted funding source to be expended only for special education or special education services. Nothing contained herein shall be interpreted as prohibiting any LEA Member from expending funds for certified agency or certified non-public school purposes for the benefit of children served, in accordance with the approved Master Contract as noted in Education Code.

### **STANDARD OF CONDUCT**

Each LEA Member, at all times, shall conduct itself in such a manner as to act in the best interests of all other Charter SELPA members. LEA Members shall not engage in any activity or enterprise which would tend to injure or expose the Charter SELPA or any of its members to any significant risk of injury or any kind. No LEA Member shall undertake to independently act on behalf of the Charter SELPA or any of its members without express written authorization of the Charter SELPA.

### **RESERVATION OF RIGHTS**

The RLA shall not be responsible for any LEA Member or Charter SELPA obligations or duties of any kind or nature except as explicitly set forth in this agreement.

### **INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, each LEA Member agrees to defend, indemnify, and hold harmless the SELPA and its individual other Members, El Dorado County Office of Education, and the Superintendent, and each of their respective directors,

officers, agents, employees, and volunteers (the Indemnified Parties), from any claim or demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arises in any manner from an actual or alleged failure by a LEA Member to fulfill one or more of the LEA Member's Obligations except to the extent that such suit arises from the RLA's negligence.

Further, the El Dorado County Charter SELPA shall be responsible for holding harmless and indemnifying the RLA for any costs of any kind or nature arising out of or related to this agreement other than as specifically contemplated herein, except to the extent that such cost arises from the RLA's negligence.

### **FULL DISCLOSURE**

Except as otherwise prohibited by law, upon request by the Charter SELPA or any of its members, a Charter SELPA member shall provide any requested information, documents, writings or information of any sort requested without delay.



**Representations and Warranties**

1. Representations and Warranties:

As an inducement to, and in consideration for entering into this Agreement, the RLA specifically relies on the following express warranties and representations by LEA which LEA representative(s) who, by their signatures affixed below, declare that the following statements are true and correct:

For purposes of these representations and warranties, LEA may refer to an organization that manages and develops charter schools, but such representations and warranties shall only extend to the specific charter schools that are to be members of the El Dorado County Charter SELPA.

1. Except as set forth on attached Exhibit "A", as of the date signed below:

- a. To the knowledge of LEA, neither LEA nor any of its officers, employees, agents or representatives have any lawsuit or legal action of any kind, including bankruptcy, pending or threatened against them.
  
- b. LEA officers, employees, agents and/or representatives of the charter school adhere to California laws and regulations related to conflict of interest provisions.

**EXHIBIT "A" (Representations and Warranties):**

**1. Material Pending or Threatened Litigation, Claims and Assessments:**

LEA Member hereby represents and warrants that it has no material pending or threatened litigation, claims and assessments (excluding unasserted claims and assessments) against the LEA or any of its officers, agents, employees, or representatives. The term "material" used herein means items involving amounts exceeding \$10,000 individually or in the aggregate.

## **CHAPTER IV POLICIES / PROCEDURES**

The El Dorado County Charter SELPA has adopted Policies and Administrative Regulations as outlined on the list on page 27. The Policies set forth in full within this document are included to fulfill Local Plan document requirements.

Changes to Policies may be approved at any CEO Council meeting, as long as Brown Act notice requirements have been met.

**El Dorado County Charter SELPA Policies  
and Administrative Regulations**

1.	Comprehensive Plan for Special Education (5-22-14)	CEOP	AR
2.	Identification and Evaluation of Individuals for Special Education (3-31-08)	CEOP	AR
3.	Individualized Education Program (3-31-08)	CEOP	AR
4.	Procedural Safeguards and Complaints for Special Education (3-31-08)	CEOP	AR
5.	Confidentiality of Student Records (5-28-08)	CEOP	AR
6.	Part C – Transition (5-28-08)	CEOP	
7.	Students with Disabilities Enrolled by their Parents in Private Schools (5-28-08)	CEOP	
8.	Compliance Assurances (5-22-14)	CEOP	
9.	Governance (5-22-14)	CEOP	AR
10.	Personnel Qualifications (5-28-08)	CEOP	AR
11.	Performance Goals and Indicators (5-28-08)	CEOP	
12.	Participation in Assessments (5-28-08)	CEOP	AR
13.	Supplementation of State and Federal Funds (5-28-08)	CEOP	
14.	Maintenance of Effort (5-28-08)	CEOP	AR
15.	Public Participation (5-22-14)	CEOP	
16.	Suspension/Expulsion (5-28-08)	CEOP	AR
17.	Access to Instructional Materials (5-28-08)	CEOP	
18.	Overidentification and Disproportionality (5-28-08)	CEOP	
19.	Prohibition of Mandatory Medicine (5-28-08)	CEOP	
20.	Data (5-28-08)	CEOP	
21.	Literacy (5-28-08)	CEOP	
22.	Admission of LEAs to the Charter SELPA (5-22-14)	CEOP	AR
23.	Behavioral Interventions for Special Education Students (5-28-08)	CEOP	AR
24.	Nonpublic, Nonsectarian School and Agency Services for Spec. Ed. (5-28-08)	CEOP	AR
25.	Conflict of Interest (9-16-10)	CEOP	
26.	Termination of Membership (5-22-14)	CEOP	

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## **DISPUTE RESOLUTION PROCESS POLICY**

### **Dispute Resolution Process Policy:**

#### **A. Rationale**

In order to ensure the continual delivery of quality services to children with disabilities, a process for dispute resolution over the responsibility for service provision, governance activities, program transfer, or the distribution of funding must be in place.

#### **B. Policy Statement**

If a dispute arises over the responsibility for service provision, governance activities, program transfer, or the distribution of funding or if a charter LEA, group of charter LEAs, or the county office believes that an action taken by the CHARTER SELPA CEO Council will create an undue hardship on the member(s) or county office, or that the action taken exceeds the authority granted the Charter SELPA CEO Council within the Local Plan and/or state or federal statute, the aggrieved charter(s) or county office may request a review of the action at each level of the committee structure.

The following committees may review and provide recommendations to the Charter CEO Council:

1. Charter SELPA Steering Committee (limited to issues relating to service provisions)
2. Charter SELPA Executive Committee

The Alternative Dispute Resolution process and techniques are available in the SELPA, and the Solutions Panel model could and would be applied upon request of any parties.

Upon exhaustion of the review procedure as provided for herein, any LEA Member may appeal to an Ad Hoc Committee made up of:

1. County Superintendent's Designee
2. Charter SELPA CEO
3. CEO of a Charter School selected by the County Superintendent's designee and the Charter SELPA CEO. The CEO of a charter school does not have to be a member of the El Dorado County Charter SELPA.

The Ad Hoc Committee for resolving the conflict shall decide the matter at their discretion by majority vote of Ad Hoc Committee members present and whose decision is final. No written record, findings of fact, nor conclusions of law shall be required of the Ad Hoc Committee. The decision of the Ad Hoc Committee shall be communicated with the parties involved and the CEO Council at the next regularly scheduled meeting.



EL DORADO COUNTY  
CHARTER **SELPA**

# Special Education Local Plan

~~March, 2014~~

April, 2015

Jeremy M. Meyers, Superintendent of Schools  
-El Dorado County Office of Education

David M. Toston, SELPA Executive Director

~~Original Local Plan—Submitted to CDE November, 2006~~

~~2008/09 Revision—Submitted to CDE December, 2008~~

~~2009/10 Revision—Submitted to CDE May, 2009~~

~~2009/10 Revision #2—Submitted to CDE September, 2009~~

~~Update of Attachments—Submitted to CDE October, 2009~~  
~~2010/11 Revision—Submitted to CDE June, 2010~~  
~~2010/11 Revision #2—Submitted to CDE October, 2010~~  
~~2011/12 Revision—Submitted to CDE October, 2011~~  
~~2012/13 Revision—Submitted to CDE June, 2012~~  
~~2012/13 Revision #2—Submitted to CDE November, 2012~~  
~~2013/14 Revision—Submitted to CDE April, 2013~~  
~~2013/14 Revision #2—Submitted to CDE October, 2013~~  
~~2013/14 Revision #3—Submitted to CDE October, 2013~~  
~~2013/14 Revision #4—Submitted to CDE October, 2013~~  
~~2014/15 Revision—Submitted to CDE March, 2014~~

**CHAPTER III**

**GOVERNANCE AND  
ADMINISTRATION**



## GOVERNANCE AND ADMINISTRATION

### PURPOSE

The El Dorado County Charter SELPA is composed of local educational agency charters (LEAs) located outside the geographic boundaries of El Dorado County. The El Dorado County Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency (RLA) and the County Superintendent of Schools as the Superintendent of the RLA.

~~The function of the Special Education Local Plan Area~~As members of the El Dorado County Charter Special Education Local Plan Area (SELPA), (hereinafter referred to as Charter SELPA), each charter (as identified by the CDS (County, District, School) code issued by the State Board of Education) is considered an LEA (Local Education Agency) for purposes of special education.

~~The Charter SELPA further recognizes its' members as single charter partners or organization partners. Single Charter Partner is defined as an entity with one charter CDS code. An Organization Partner is an entity with multiple charters (CDS codes) as members of the Charter SELPA. An entity is defined as an organization with one governing board or one CEO (Chief Executive Officer) position. The title of CEO may differ by organization, but the intent is that final decision making in the organization is vested in one leadership position.~~

~~The function of the SELPA~~ and participating agencies is to provide a quality educational program appropriate to the needs of each eligible child with a disability who is served by the Charter SELPA. ~~members.~~

All such programs are operated in a cost effective manner consistent with the funding provisions of Education Code Section 56700 et seq, IDEA, all other laws and policies, and the procedures of the El Dorado County Charter Special Education Local Plan Area.

### **CHANGES IN THE GOVERNANCE STRUCTURE**

Any changes in the governance structure of the El Dorado County Special Education Local Plan Area, including the dividing of the SELPA into more than one operating entity, changing the designation of and/or responsibilities of the Responsible Local Agency, are subject to specific Provisions of Education Code Sections 56140, 56195, et seq., 56195.7 et seq., 56200 et seq., and 56205 et seq.

1. Any local agency which is currently designated as a Local Education Agency (LEA) participating in the El Dorado County Local Plan for Special Education may elect to pursue an alternative option from those specified in Education Code Section 56195.1 by notifying the appropriate county superintendent at least one year prior to the date the alternative plan would become effective (E.C. ~~56195.3(b))~~ 56195.3(b)).

- 2.- Any alternative plan of an LEA is subject to the approval of the county superintendent of the county or counties which would have school districts as participating agencies in the alternative plan. -(E.C. 56195.1)
- 3.- Approval of a proposed alternative plan by the appropriate county superintendent may be based on the capacity of the LEA Charter(s) to ensure that special education programs and services are provided to all children with disabilities. -(E.C. 56140(b))
- 4.- If an alternative plan is disapproved by a county superintendent, the county office shall return the plan with comments and recommendations to the LEA charter(s). - The charter or charters participating in the alternative plan may appeal the decision to the Superintendent of Public Instruction. -(E.C. 56140 (b) (2))
5. 5. Any alternative plan to be submitted by a charter or a group of charters currently participating in the El Dorado County Charter ~~Consortium-Special-Education-Local-Plan-Area~~SELPA must meet the standards established by the State Board of Education and not adversely affect the size and scope status of the current local plan geographic area.
6. 6. Any changes in the designation of the responsible local agency for the El Dorado County Charter ~~Consortium-Special-Education-Local-Plan-Area~~SELPA must conform to the above code provisions and the administrative provisions and the administrative provisions for approval as specified in the Local Plan.

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Disagreements among the participating agencies of the El Dorado County Charter ~~Local-Plan~~SELPA are attempted to be resolved ~~within the standard operating through dispute resolution procedures and committee structure.~~ If not resolved ~~at a lower committee level,~~ the ~~issue~~matter would ~~come be presented~~ to the ~~El Dorado County Charter~~ Chief Executive Officers' (CEO) Council for discussion and dispute resolution.

## GOVERNANCE STRUCTURE OF THE PLAN

California Education Code Section 56200 (c) (2) requires that the Local Plan, "specify the responsibilities of each participating county office and district governing board in the policy-making process, the responsibilities of the superintendent of each participating district and county in the implementation of the plan, and the responsibilities of district and county administrators of special education in coordinating the administration of the plan." In accordance with this provision, the El Dorado County Charter SELPA has developed the following governance structure, policy development and approval process.

## **RESPONSIBILITIES OF EACH GOVERNING BOARD IN THE POLICY- MAKING PROCESS AND PROCEDURES FOR CARRYING OUT THE RESPONSIBILITY**

~~The~~ Upon entry into the Charter SELPA, the governing board for each LEA charter ~~and the County Board of Education approves~~ shall approve the Agreement for Participation, Representations and Warranties, and the Local Plan for Special Education. ~~The Charter SELPA Local Plan is approved by the CEO Council and the Board of the El Dorado County Office of Education.~~

~~Amendments to the Local Plan to revise LEA membership (additions/deletions) shall be approved by the Board of the El Dorado County Office of Education. Prior to County Board approval, new LEA members and/or termination of LEA members shall be approved through the process as identified in Charter SELPA policies. All membership changes shall be communicated with the Charter SELPA CEO Council at the next regularly scheduled meeting.~~

~~The Board of the El Dorado County Office of Education will hold the required public hearings and approve the annual service plan and the annual budget plan. The plans shall be sent to all charter LEA members and communicated with the Charter SELPA CEO Council at the next regularly scheduled meeting. Notice of the public hearings shall be posted in each charter school at least 15 days prior to the hearing, as required by law.~~

~~As described within these documents~~ the Local Plan and adopted policies of the Charter SELPA, the Boards of Education delegate the ~~administrative ongoing~~ policy-making process ~~and the allocation plan process, and administrative~~ procedures for carrying out that responsibility to the governance structure of the Charter SELPA.

## **RESPONSIBILITIES OF CHIEF EXECUTIVE OFFICERS ~~—CHARTER EXECUTIVE COMMITTEE~~**

~~The Charter Executive Committee, which includes the SELPA Director, approves policies and makes recommendations on special education financial matters to the Charter CEO Council. The Executive Committee is made up of members of the CEO Council who are selected by the CEO Council by majority vote. The El Dorado County Superintendent serves as an ex-officio member of the Executive Committee.~~

~~The Charter Executive Committee is responsible for:~~

- ~~A. Approval of policy for special education programs and services which relate to the Charter SELPA.~~
- ~~B. Approval of requests to the risk pool as appropriate.~~
- ~~C. Addressing specific needs of individual LEA Charters as the need arises;~~
- ~~D. Organizing the subcommittees as necessary to meet special needs of the Charter SELPA;~~
- ~~E. Receiving and reviewing input from the Community Advisory Committee.~~



~~Minutes of the Executive Committee meetings are transmitted to the full membership of the Charter CEO Council. In addition, financial issues regarding special education and other issues which it felt should be considered by the CEO Council shall be placed on the agenda for discussion and/or action of the scheduled meetings.~~

## **CHARTER SELPA CHIEF EXECUTIVE OFFICER'S/OFFICERS' (CEO) COUNCIL**

~~The Charter SELPA CEO Council is in operation for the SELPA and membership consists of the Chief Executive Officers/CEO or designee of each LEA. Organizations charter LEA member. Each charter LEA member has one vote. Organization Partners, that operate more than one charter school, may have a single representative for all schools operated, but such representative shall have a number of votes equal to the number of ~~schools~~ charter LEAs represented. This group meets.~~

~~Charter SELPA CEO Council meetings are subject to California Open Meeting laws, specifically the Brown Act (Government Code 54950-54963), which requires that CEO Council members conduct business at properly noticed and agenda'd public meetings.~~

~~A majority of the LEAs present at a regularly scheduled and posted CEO Council meeting shall constitute a quorum.~~

~~The Charter SELPA CEO Council will meet regularly with the El Dorado County Superintendent of Schools and/or designees/designee to direct and supervise the implementation of the Local Plan. The Council has exclusive authority to make and take all reasonable and appropriate steps to implement all decisions which may have a material effect on any and/or all Charter SELPA policies, practices, operations, organization, services.~~

### **RATIONALE**

~~Charter Schools are required to provide special education programs and services for those who attend their schools. Due to the configurations of a number of charters, they encounter challenges with the implementation of Special Education services for their students. A recent National Association of State Directors of Special Education document (Primer for Charter School Authorizers: Special Education Requirements and Including Students with Disabilities in Charter Schools) indicates that this situation is often related to a lack of information and understanding on the part of Charter Schools regarding the legal requirements for special education implementation.~~

~~The El Dorado County Charter SELPA effectively and efficiently supports the implementation of appropriate and compliant special education services in member charter schools. This local plan addresses the required elements necessary to accomplish the task.~~

functions, and any other purpose related to the purpose for which the Charter SELPA is established. A minimum of two meetings per year will be held; generally in September and May.

The Charter SELPA CEO Council is responsible to approve Charter SELPA policies and administrative regulations.

The Charter SELPA CEO Council is responsible to approve the Allocation Plan, which is the framework for distribution of funds within the Charter SELPA.

Material changes to the Local Plan, other than for membership changes, shall be approved by the Charter SELPA CEO Council and the Governing Board of the El Dorado County Office of Education.

#### Charter School Admission Criteria:–

It is the intent of the El Dorado County Charter SELPA to provide options for ~~Charter Schools~~ charter schools in terms of SELPA membership. While it is always preferable for a ~~Charter School~~ charter school to participate with their geographic SELPA, the Charter SELPA has been developed to allow for a viable alternative for SELPA membership. Therefore, there are specific criteria which must be met in order for a ~~Charter School~~ charter school to be considered for membership in the El Dorado County Charter SELPA.

~~1. First priority will be given to new Charter Schools sponsored by the State Board of Education. The Charters that are sponsored by the State Board of Education are chartered as LEAs and are not automatically a member in a SELPA. Because of their LEA status the charters must apply for membership in a SELPA and some charter schools have been unable to reach agreement with the district or SELPA in obtaining this status.~~

~~2. For existing Charter Schools, the following guidelines must be met:~~

~~a. Charter Schools must give a one-year notice of intent to leave their current~~

#### Charter SELPA Selection Committee

As outlined in Charter SELPA policies, a Charter SELPA Selection Committee has been established to approve the admission of new Charters to the SELPA.

~~b. During the one-year notice period, the The Charter School must work collaboratively with its geographic SELPA and the El Dorado County Charter SELPA to mitigate the differences in order to determine if remaining~~



~~in the geographic SELPA is a viable alternative. These attempts will be directly facilitated by El Dorado County Charter SELPA Administrative staff.~~

~~c. The reason for the Charter School to leave their geographic SELPA must not primarily be a fiscal decision. The primary reasons must be a desire for increased access to appropriate Special Education services and a desire to implement quality programs for students with disabilities.~~

~~d. The El Dorado County Charter SELPA firmly believes in adherence to State Standards for all students. Therefore Charter Schools wishing to join this SELPA must ensure that State Standards are strictly followed in their programs. Charter SELPA members will be subject to the same self-review and monitoring process as the Charter SELPA in general.~~

### ~~3. Admission to the Charter SELPA~~

#### ~~a. Process~~

~~Charter Schools will follow Education Code requirements when submitting applications for review to the El Dorado County Charter SELPA Review Committee. The EDCOE Charter Review committee~~Selection Committee **is comprised of:**

~~\* • The El Dorado County Superintendent of Schools/Designee~~

~~\* A representative from the current • One Charter SELPA CEO, member of the CEO Executive Committee~~

~~\* A representative of • One Charter Schools designated CEO selected by the El Dorado County Superintendent of Schools/Designee~~

#### The

~~The CEO Council will designate the Charter Schools representative to this committee. Charter SELPA Selection Committee will meet, review all documents, and approve or reject members. Because of a high volume of applications to the Charter SELPA, the Selection Committee may include more than one member of the CEO Executive Committee or CEO Council and more than one Charter CEO selected by the EDCOE County Superintendent/Designee in order to efficiently review the number of applications submitted. Meetings may take place through teleconference. For the purposes of this section, "teleconference" means a meeting where the members are in different locations, connected by electronic means, through either audio or video, or both.~~

~~The Charter SELPA Selection Committee will inform the CEO Council members of their decision. The Charter SELPA AU shall inform the charter school of the decision.~~

Any charter school may apply to the Charter SELPA Selection Committee to become a LEA member of the SELPA. The Charter SELPA will establish an annual timeline for submission of applications. Once granted membership, the charter LEA will participate in the governance of the SELPA in the same manner as all other charter LEA members in the SELPA. The timeline for submission may be amended by the Charter SELPA Superintendent/designee for unique circumstances, including State Board of Education charter approvals.

The applicant member, not an expansion of an existing member, will be deemed a member of the SELPA upon approval of the Charter SELPA Selection Committee, and subsequent Local Plan Membership amendment approved by El Dorado County Office of Education Governing Board, and the California Department of Education. The applicant member charter LEA board must also take action to approve membership.

The Charter SELPA Selection Committee shall review applications to determine if the applicants meet the requirements of the application process as established by the Charter SELPA. The Charter SELPA Selection Committee will inform the CEO Council members of their decision.

Applications for additional schools of a current Charter SELPA member, shall be approved by the Charter SELPA, pursuant to Charter SELPA policies, and are not required to be reviewed by the Charter SELPA Selection Committee. Because they are current members, the Charter SELPA has significant documentation available to assess the new charter LEA capacity.

The applicant member, an expansion of an existing member, will be deemed a member of the SELPA after approval of the Charter SELPA, and subsequent Local Plan Membership amendment approved by the El Dorado County Office of Education Governing Board, and the California Department of Education. The applicant member charter LEA board must also take action to approve membership.

### **Charter SELPA Membership Appeals Committee**

The Charter SELPA Membership Appeals Committee meets on an "as needed basis" to hear Selection Committee appeals and membership termination appeals. The El Dorado County Superintendent/designee shall serve as an ex officio member of the Charter SELPA Membership Appeals Committee. An invitation to participate in the Membership Appeals Committee shall be issued annually at the first CEO Council meeting of the fiscal year.

Charter SELPA Membership Appeals Committee meetings are subject to California Open Meeting laws, specifically, the Brown Act (Government Code 54950-54963) which requires that SELPA Membership Appeals committee members conduct business at properly noticed and agendaized public meetings.



## CHARTER SELPA EXECUTIVE COMMITTEE

### Responsibilities of the Charter SELPA Executive Committee

The Executive Committee shall serve as an informal advisory body to the Charter SELPA. The Executive Committee shall be comprised of all Charter SELPA CEO Council members who have an interest in participating as a committee member. Committee participation shall be at the discretion of individual members who shall be free to attend, or not attend, meetings as they choose. However, at no time shall an Executive Committee meeting be conducted with a majority of SELPA members.

Committee meetings shall occur from time to time on an informal basis as the Committee may determine. The Committee shall have no continuing subject matter jurisdiction. However, it is contemplated that the Committee shall, from time to time, consider and advise the Charter SELPA on administrative matters including, but not limited to, program operations, future strategic planning, procedural matters, and fiscal considerations.

An invitation to participate in the Executive Committee shall be issued annually at the first CEO Council meeting for the fiscal year. The El Dorado County Superintendent/designee shall serve as an ex-officio member of the Executive Committee.

Summaries of the Executive Committee meetings shall be transmitted to the full membership of the Charter CEO Council.

### Special Education Community Advisory Committee (CAC)

Each charter school may select a parent representative to participate in the Special Education Community Advisory Committee to serve staggered terms in accordance with E.C. §56191 for a period of at least two years. Selected parents will be the parent of a child with a disability. This group will advise the Charter SELPA AU on the implementation of the El Dorado County Local Plan for Special Education in Charter Schools ("Local Plan") as well as provide local parent training options in accordance with the duties, responsibilities and requirements of E.C. § 56190-56194.

Because of the geographic diversity anticipated within the El Dorado County Charter SELPA, meetings may take place through teleconference. For purposes of this section, "teleconference" means a meeting where the members are in different locations, connected by electronic means, through either audio or video, or both.

### Charter SELPA Special Education Steering Committee

The Steering Committee serves in an advisory capacity to the Charter SELPA. Each charter LEA is entitled to select one representative for this committee. The Steering Representatives are the charter LEA's special education directors or special education



program leads. They meet regularly for the purpose of advising the Charter SELPA and receiving and disseminating direct program/instructional information.

### **Charter SELPA Special Education Fiscal Committee**

The Fiscal Committee meets twice per year. The designated fiscal representative from each charter LEA member is invited to attend. Charter CEOs and Special Education Administrative contacts are invited to attend as well. Meetings take place through teleconference. The meeting serves as a communication tool to inform fiscal contacts of actions taken by CEO Council that may have budgeting and financial reporting considerations.

#### **b. Criteria for Admission**

~~The El Dorado County Charter SELPA Review Committee will develop specific criteria by which each application will be reviewed and rated. The criteria will include legal requirements and key indicators that would ensure that the Charter School is capable of implementing the legal requirements within the Local Plan and to provide a quality educational program for all children. In addition, the criteria would also include the role of the SELPA in providing support to the Charter School as a SELPA member.~~

### **FULL CONTINUUM OF SERVICES**

Both state and federal law provides that students with exceptional needs are entitled to a free, appropriate public education (FAPE) that includes special education and related services to meet their unique needs in the least restrictive environment (LRE). Each SELPA member must ensure that all children served under their jurisdiction who have disabilities, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, evaluated and served. Therefore, a full continuum of services are available within the Charter SELPA.

~~Members of the Charter SELPA are expected to be somewhat diverse geographically. Given this fact, the plan provides funding per the Charter SELPA Educational Allocation Plan to the Charter Schools so that they may appropriately provide for all the students with special education needs attending their schools. This obligation can be met in several ways, which may include:~~

1. Hire appropriately credentialed special education staff ~~to provide necessary services;~~
2. Contract with ~~its geographic SELPA to provide the necessary services;~~ another LEA.
3. Contract with ~~a private entity to provide all necessary personnel to appropriately implement IEPs;~~ Nonpublic Schools/Agencies.

These methods of providing necessary services may be used by a single school in the Charter SELPA, or several schools within the Charter SELPA could join together to provide the services.

## **EVALUATION**

E. C. 56600 was written, in part, to ensure that SELPAs participate with all State efforts to provide for ongoing comprehensive evaluation of special education programs in order to refine and improve programs, policies, regulations, guidelines, and procedures on a continuing basis, and to assess the overall merits of these efforts.

The El Dorado County Charter SELPA annually submits all information required by the California Department of Education, Special Education Division, in this effort, including statistical data, program information, and fiscal information related to the programs and services for children with disabilities in the El Dorado County Charter SELPA.

The Charter SELPA Administration is responsible for collecting all data required by the California Department of Education related to special education budgets and services, and reports them annually.

SELPA staff supports all members of the Charter SELPA in the collection of data related to compliance, due process procedures, availability of services, key performance indicators, etc., as needed.

## **DATA COLLECTION AND DEVELOPMENT OF MANAGEMENT INFORMATION SYSTEMS**

California Department of Education requires of each SELPA the collection of specified data in such a manner as to be communicative with the CASEMIS – Management Information System of the State.

~~such a manner as to be communicative with the CASEMIS – Management Information System of the State.~~

The Charter SELPA has designed and implemented a data collection and storage system that

provides for the management and reporting of required data for state and federal systems.

The

SELPA continues to work with the State's Department of Management Information System to

collect and report all required data related to special education fiscal and program services, and

to provide other pertinent information necessary for the operation of the SELPA.

The Charter SELPA staff supports all the member LEA charter schools in the Charter SELPA in

their collection and reporting of required data.

The Charter SELPA staff strives to support a system which is responsive to the data needs of the member LEA charter schools.  
~~the member LEA charter schools.~~

~~The Charter SELPA staff implements a continuous improvement model of data collection.~~

## **PROVISION FOR ONGOING REVIEW OF PROGRAMS**

The State has in place a system for review of the special education programs in the districts. It charter schools. It is the responsibility of the SELPA to support the delivery of effective programs and services in its LEAs, to support a continuum of appropriate service  
~~is the responsibility of the SELPA to support the delivery of effective programs and services in its districts, to support a continuum of appropriate service.~~

options, to improve the quality of the

programs offered, and to monitor them and participate in review processes, including the  
Key

Performance Indicator, the Procedural Safeguards, complaint processes and mediation and  
due

process procedures.

The El Dorado County Charter SELPA endeavors first to provide adequate information, resources and support to all its member LEA charters, so that they may deliver compliant, quality services. Further, the Charter SELPA staff, under the direction of the ~~Executive Committee and~~ CEO Council and in conjunction with the CAC and the informal advisement from the CEO Executive Committee, participates in all State review

processes and any local review processes to ensure that appropriate and necessary  
services

are offered for all children with disabilities and to support continuous improvement of those  
services.  
~~services.~~

The SELPA ensures that adequate information related to all areas of compliance is available to all the charter LEA members.  
~~all the charter LEA members.~~

The SELPA ensures the availability of a full continuum of options, supplemental aids and services, and regionalized programs, for all children with disabilities, severe low incidence, and non-severe.  
~~services, and regionalized programs, for all children with disabilities, severe low incidence, and~~

## **PROCESS FOR ALLOCATING PROGRAM SPECIALIST SERVICES THROUGHOUT THE REGION**

The Charter SELPA ~~does~~ currently ~~employ~~employs program specialist(s). -In addition, in accordance with

Education Code §56780, all coordination responsibilities for program specialist services as outlined are fully supported through the governance structure of the SELPA. -This includes the

administrative staff, program specialist services, Charter Special Education Steering Committee,

Charter Executive Committee, and Charter CEO Council. ~~The Program Specialist position was-~~

Openings for program specialist positions are advertised, and the selection ~~process-~~was~~processes conducted are~~ consistent with County Office hiring practices. -The

interview panel ~~included~~includes representatives from ~~local~~ LEAs, as well as SELPA personnel.

Duties of program specialists are those specified in Education Code §56368 and the ~~Local Plan:~~

### Local Plan:

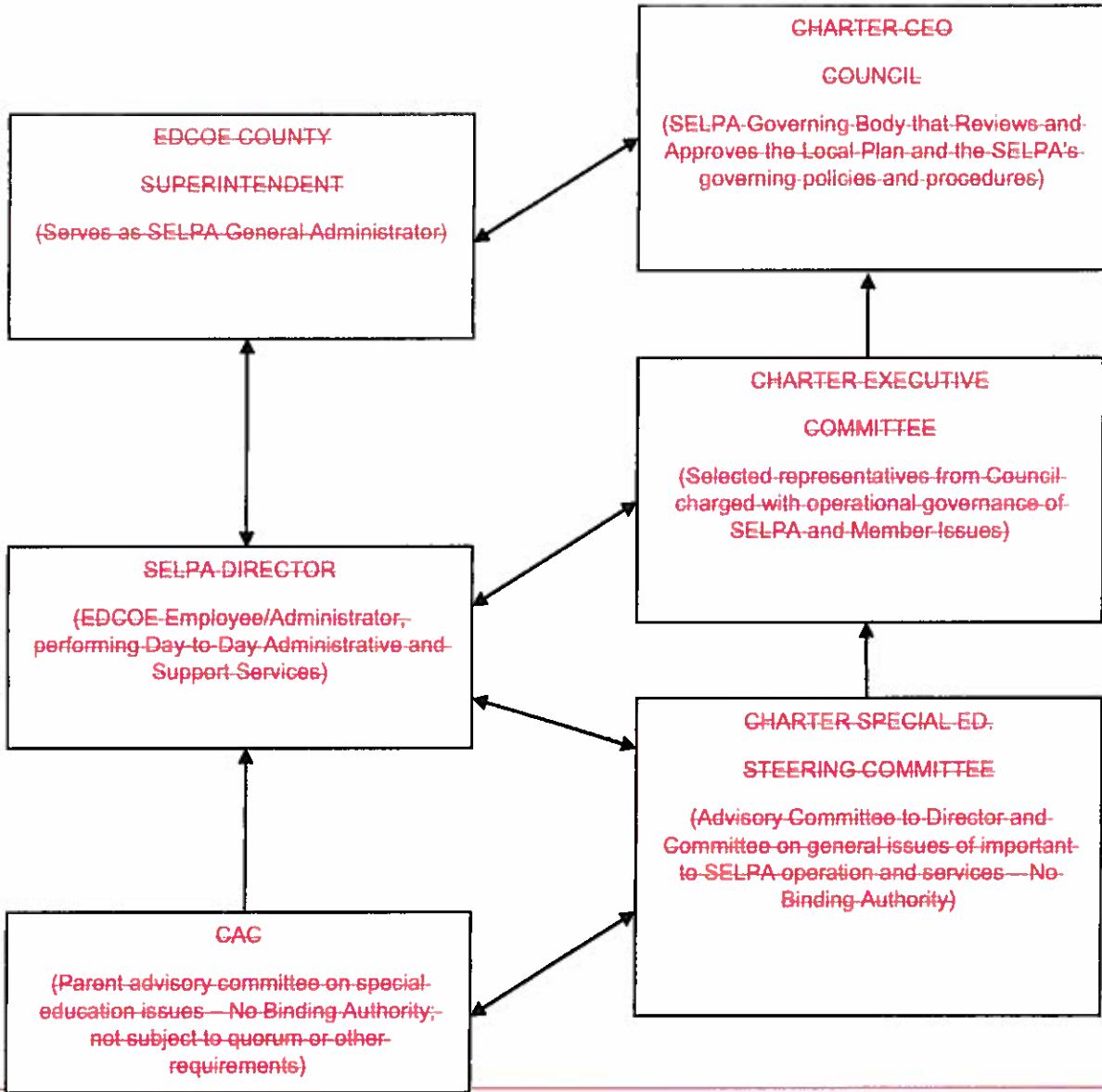
- ~~A.~~ A. Assist Resource Specialist, Designated Instruction and Service instructors, and ~~Special Class Teacher~~ in the planning and implementation of individual education programs for children whose disability is in the area or expertise of the Program Specialist.
- ~~B.~~ B. Coordinate curricular resources in a manner to make them available and effective for personnel who are in need of the resources.
- ~~C.~~ C. In conjunction with the SELPA Director, assess program effectiveness to promote the program for individuals with exceptional needs.
- ~~D.~~ D. Participate in school staff development, research, program development, and innovation or special methods and approaches.
- ~~E.~~ E. Provide coordination, consultation, and program development in areas to which the program specialist is assigned.

- ~~F.~~ F. Under the direction of the SELPA Director, assure the pupils have full educational opportunity, regardless of the district of residence in the Special Education Local Plan Area.
- ~~G.~~ G. Participate in I.E.P.s at the request of Local Education Agency or parent.–
- ~~H.~~ H. Assist Local Education Agencies with non-public, non-sectarian and state school placements when requested.

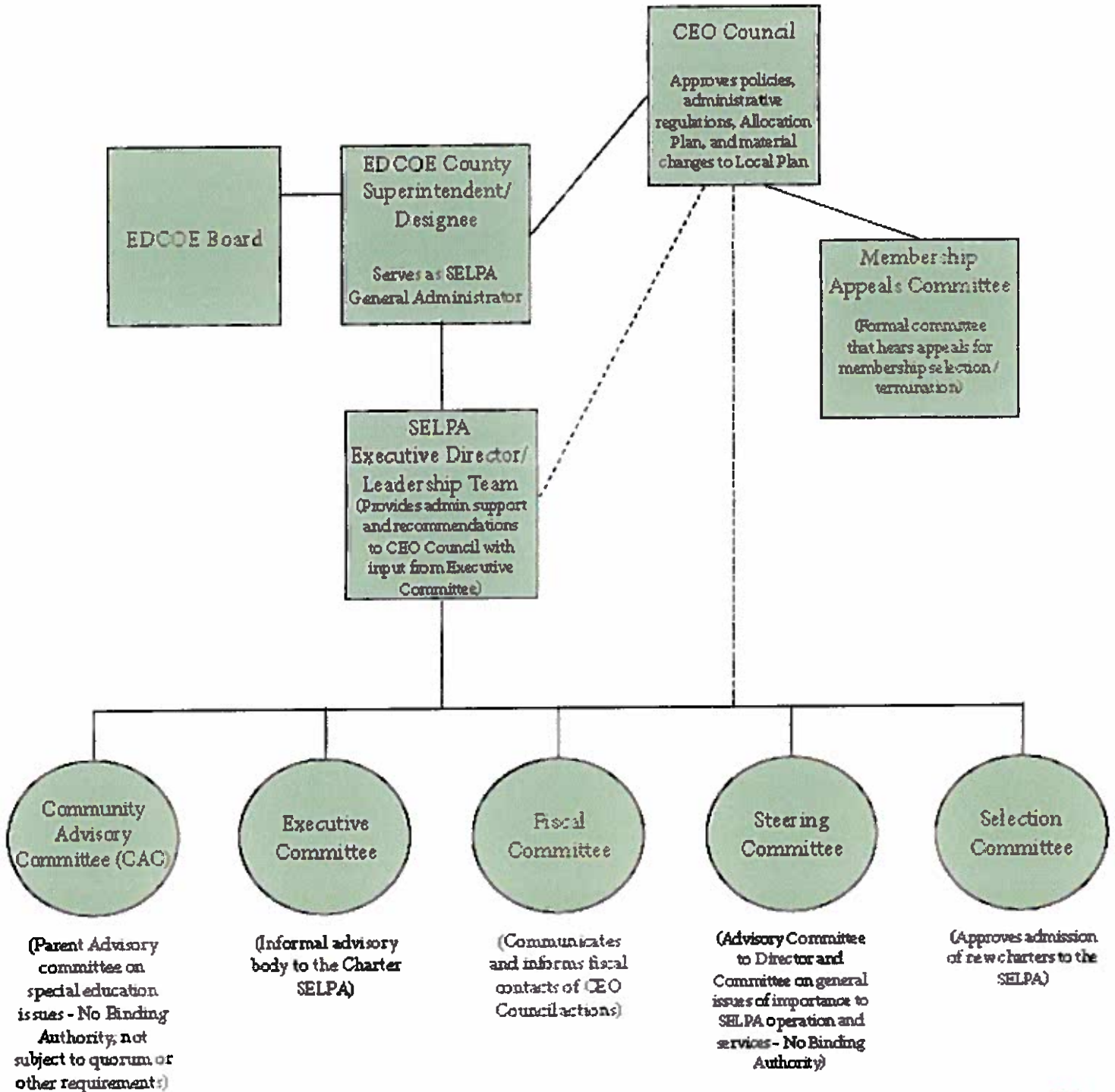
————— Safeguards for the assurance of appropriate use of regionalized funds are the responsibility of the SELPA Executive Director and as approved by the governance structure. –Program Specialist(s) are employed by the RLAAU and supervised by the SELPA Director.



**El Dorado County Charter SELPA  
Charter Education SELPA Flow Chart**



# El Dorado County Charter SELPA Flow Chart



## **AGREEMENT FOR PARTICIPATION**

### **EL DORADO COUNTY CHARTER SELPA**

The El Dorado County Charter Special Education Local Plan Area (SELPA) as authorized by the California State Board of Education assists California charter schools that have successfully completed the SELPA membership process and have signed this Agreement for Participation (Agreement) which are deemed Local Educational Agencies pursuant to Education Code Section 47641, in meeting their obligations to provide special education and related services (each term as defined in 20 U.S.C. Section 1401 and the applicable rules, regulations and interpretive guidance issued thereunder and collectively referred to as Services) to applying or enrolled students actually or potentially entitled to Services under applicable state and federal laws and regulations (Students). -SELPA Membership also ensures compliance with the LEA Member's obligations under Education Code Sections 56195, et. seq.

It is the goal of the El Dorado County Charter Special Education Local Plan Area (SELPA) that all charter pupils with exceptional needs within the SELPA receive appropriate special education programs. It is the intent of the Charter SELPA that special education programs be coordinated and operated in accordance with the governance structure.

The respective Charter Schools who are signatories hereto, the El Dorado County Office of Education (EDCOE), and the El Dorado County Charter SELPA, mutually agree as follows:

#### **DEFINITIONS**

**LEA:** as described in Education Code Section 56026.3., shall refer to a specific LEA Member Charter School or Charter School development organization as appropriate.

**RLA:** Responsible Local Agency, as described in Education Code Section 56030. - Federal Regulations use the term "Administrative Unit" or "AU". For purposes of this Agreement, the El Dorado County Office of Education shall be the RLA or AU for the El Dorado County Charter SELPA.

**Charter SELPA CEO Council:** - This group is composed of a representative from each Charter School in the Charter SELPA at the Chief Executive Officer level. - Organizations that operate more than one Charter School at their option may have a single representative for all schools operated, but such representative shall have a number of votes equal to the number of schools represented. -This group would meet regularly with the County Superintendent of Schools to direct and supervise the implementation of the Local Plan.

**Charter Executive Committee:** - The Charter Executive Committee is comprised of representatives from the Charter SELPA CEO Council and shall include the El Dorado County Superintendent and staff designees.



Efforts will be made to ensure the committee has broad representation in a variety of areas; e.g. various geographical areas of the Charter SELPA, CMO representation, single charter, large charter, small charter, original founding members, new members. -This committee ~~makes recommendations~~serves as an informal advisory body to the ~~CEO Council on fiscal and policy matters.~~Charter SELPA AU.

Charter Special Education Steering Committee: -This Steering Committee serves in an advisory capacity to the Charter SELPA Executive Director.- Each Charter School is entitled to select one representative for this committee – either a teacher or an administrator. -Representatives commit to a full year of service, which would include meeting regularly for the purpose of advising the Charter SELPA Executive Director and receiving and disseminating direct program/instructional information.

Special Education Community Advisory Committee – CAC: -Each Charter School shall be entitled to select a parent representative to participate in the Special Education Community Advisory Committee to serve staggered terms in accordance with E.C. §-56191 for a period of at least two years. -Selected parents will be the parent of a child with a disability. This group will advise the Charter SELPA Executive Director on the implementation of the El Dorado County Charter SELPA Local Plan for Special Education in Charter Schools (“Local Plan”) as well as provide local parent training options in accordance with the duties, responsibilities and requirements of E.C. §§ ~~56190-56194.~~56190-56194.

Because of the geographic diversity anticipated within the El Dorado County Charter SELPA many meetings will be conducted through the use of teleconferencing or video conferencing.

IEP (Individualized Education Program): -A plan that describes the child's current abilities, sets annual goals and instructional objectives, and describes the education services needed to meet these goals and objectives in accordance with E.C. § 56032.

IEP Team:- A group of team members, as defined in Education Code § 56341, who meet for the purpose of determining student eligibility for special education and developing, reviewing, or revising a pupil's IEP and recommendations for placement.

#### **LEA MEMBER RESPONSIBILITIES AND DUTIES:-**

Each LEA agrees that it is subject to the following ~~nondelegable~~ responsibilities and duties under this Agreement, all adopted SELPA policies and procedures, the Local Plan, and governing federal and state laws and regulations (collectively, LEA Member Obligations), compliance with which is a condition precedent to membership, and

continuing membership, in the SELPA, and these responsibilities and duties cannot be delegated to another entity.

The LEA Member as a participant in the Local Plan shall perform the following and be exclusively responsible for all costs, charges, claims and demands arising out of or related to its own pupils and its respective programs operated by the LEA Member:

- A. Adhere to the Local Plan, Policies and procedures as adopted by the Charter CEO Council.
- B. Select, compensate and determine the duties of the special education teachers, instructional aides, and other personnel as required to conduct the program specified in the Local Plan, and in compliance with state and federal mandates, Charter Schools may contract for these services;
- C. Conduct and/or contract those programs operated by the LEA Member in conformance with the Local Plan and the state and federal mandates;
- D. Organize and administer the activities of the IEP Teams, including the selection of the LEA Member staff and who will serve as members of the IEP Team in conformance with the Education Code Section 56341 and in compliance with the Local Plan;
- E. Organize and maintain the activities of the Resource Specialist Program in conformance with Education Code Section 56362; the Designated Instruction and Service in conformance with Education Code Section 56363; and Special Classes and Centers in conformance with Education Code Section 56364.1 and 56364.2; and in compliance with the Local Plan;
- F. Provide facilities as required to house the programs conducted by the LEA;
- G. Provide for the acquisition and distribution of the supplies and equipment for the programs conducted by the LEA Member;
- H. Provide and/or arrange for such transportation services as may be required to provide the special education programs specified that are conducted by the LEA Member;
- I. Cooperate in the development of curricula for the classes and the development of program objectives with the AU. -Cooperate in the evaluation of the programs as specified in the Local Plan, with the AU;
- J. Cooperate in the development of the procedures and methods for communicating with the parents and/or legal guardians of the individuals served in conformance with the provisions of the Local Plan with the AU;
- K. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof. -Provide for the continuous review of placements and the assessment procedures employed to insure their effectiveness and applicability, and insure the continued implementation and compliance with eligibility criteria;

- L. Provide for the integration of individuals educated under this agreement into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan;
- M. Conduct the review of individual placements requested by the parents and/or legal guardians of the individual in accordance with the Local Plan;
- N. Prepare and submit all required reports, including reports on ~~student enrollment, program expenditures, and program evaluation;~~ student enrollment, program expenditures, and program evaluation;
- O. Designate a person to represent the LEA Member on the Charter-Special Education Steering Committee to monitor the implementation of the Plan and make necessary recommendations for changes and/or modifications;
- P. Designate a representative for the LEA Member to serve on the Special Education Community Advisory Committee, in accordance with Education Code Section 56192-56193 and pursuant to the procedures established in the Local Plan;
- Q. Designate the LEA Member Superintendent/CEO or School Leader by whatever name designated to represent the LEA Member on the Charter CEO Council to supervise and direct the implementation of the Plan;
- R. Receive special education funding from El Dorado County in accordance with the Charter SELPA's Allocation and Budget Plan.-
- S. It is understood that except as otherwise may be specifically agreed from time to time the RLA shall have no responsibility for the operation of any direct educational program service of any kind.-
- T. Each LEA Member shall annually provide RLA with LEA Member's annual audit report, as conducted according to Education Code Section 47605(b)(5)(I). Annual submission shall be made annually, no later than January 31<sup>st</sup>. -LEA Member further agrees to forward RLA copies of State Controller's Office communications regarding audit report corrective actions and a corrected audit report, if applicable.- Should an LEA Member be the subject of a FCMAT report (or other agency review) that indicates concern with inappropriate use of funds, financial insolvency concerns, or operational concerns, the LEA Member shall notify RLA and provide the RLA with a copy of the report.
- ~~U. An LEA Member contracting for external Services, consistent with definition..... shall do so only with duly licensed and authorized entity or individual. The contract for Services executed by the LEA Member and the external consultant or contractor shall include a clause stating the contractor or consultant agrees to defend and indemnify the LEA Member, and the SELPA, RLA, the Superintendent, and other Indemnified Parties in response to any claim arising from the contractor's or consultant's actual or alleged failure to provide Services in conformity with these obligations.-~~

~~With respect to external services and/or Student placements, the LEA Member shall~~

~~affirmatively monitor, assess, and to the extent necessary, intervene or manage such external placements or Services in conformity to ensure that the LEA Member's Obligations to the Student are still being met.~~ U. Charter LEA Member "Member" hereby agrees to indemnify and hold harmless the El Dorado County Office of Education "EDCOE", the El Dorado Board of Education, the El Dorado County Superintendent of Schools, the El Dorado County Charter SELPA, and attorneys hereby collectively referred to jointly as "SELPA", and all of their officers, directors, employees, agents, and representatives and attorneys against any and all claims, losses, penalties, fines, forfeitures, judgments, reasonable attorney's fees, and related litigation costs, fees, and expenses and amounts actually and reasonably incurred in settlement that result from any act or omission by or on behalf of Member by SELPA under this Agreement, unless the act or omission constitutes gross negligence, willful misconduct, or breach of fiduciary duty by any officer, director, partner, agent, or employee of SELPA in connection with SELPA's performance under this Agreement and the amounts would not have been covered under Members' insurance that result from any act or omission constituting gross negligence or willful misconduct by any officer, director, or employee of SELPA in connection with SELPA's performance under this Agreement.

### **AU/RLA DUTIES AND RESPONSIBILITIES:**

Pursuant to the provisions of Education Code Section 56030 et seq., the AU shall receive and distribute regionalized service funds, provide administrative support, and coordinate the implementation of the El Dorado County Local Plan for Special Education in Charter Schools participating in the Charter SELPA. In addition, the AU shall perform such services and functions as required to accomplish the goals set forth in the plan. Such services include, but are not limited to, the following:

- A. Act as agent for Charters participating in the Plan as specified in the Local Plan. Receive, compile and submit required enrollment reports and compute all special education apportionments as authorized under Education Code Section 56836 et seq. Receive data from each LEA Member to compile and submit budgets for the programs and monitor the fiscal aspects of the program conducted. Receive the special education apportionments of Regionalized Services as authorized under Education Code Section 56836.02;
- B. Coordinate with LEA Member's in the development and implementation of a systematic method for referring and placing individuals with exceptional needs who reside in the Charter, including the methods and procedures for communication with the parents and/or guardians of the individuals according to procedures in the Local Plan;



C. Coordinate the development and implementation of curriculum and program

objectives and provide for continuous evaluation of the special education programs in accordance with the Local Plan;

D. Coordinate the organization and maintenance of the Special Education Community Advisory Committee (CAC) as part of the responsibility of the AU to coordinate the implementation of the plan pursuant to Education Code Section 56030. Provide for the attendance of designated members of the AU's staff at all regularly scheduled Special Education Community Advisory Committee meetings;

E. Coordinate community resources with those provided by LEA Member and the AU, including providing such contractual agreements as may be required;

F. Organize and maintain the Charter Special Education Steering Committee to monitor the operations of the Local Plan and make recommendations for necessary revisions, including, but not limited to: for necessary revisions, including, but not limited to:

1. Monitoring the application of eligibility criteria throughout the Local Plan area;

2. Coordinating the implementation of the transportation for special education pupils;

3. Coordinating the system of data collection, management, and evaluation;

4. Coordinating personnel development and curriculum development for

special education, including alternative dispute resolution;

5. Coordinating the identification, referral, assessment, instructional

planning, and review procedures, including the communication with parents and/or legal guardians regarding rights and responsibilities for special education;

6. Developing interagency referral and placement procedures; and,

7. Evaluating the effectiveness of special education programs.

G. Support the Charter SELPA CEO Council by attendance and participation of the County Superintendent and/or designees and the Charter SELPA Executive Director at meetings;

H. Provide for regular inservice training for AU and LEA Member staff responsible for the operation and conduct of the Local Plan. Regular inservice training may also be provided to CAC representatives;

I. Provide the method and the forms to enable the LEA Member to report to the AU on student enrollment and program expenditures. Establish and

maintain a pupil ~~information system;~~  
~~information system;~~

J. Provide reasonable assistance to the LEA Member upon request from LEA Member administration, or individual cases, including but not limited to:

~~\_\_\_\_\_~~ 1. Complaint issues;

~~\_\_\_\_\_~~ 2. Hearing issues; and

~~\_\_\_\_\_~~ 3. Identification of appropriate programs for specific pupils.

~~\_\_\_\_\_~~ K. Perform other services reasonable and necessary to the administration and coordination of the Plan;-

L. Receive special education funding and distribute funds in accordance with the Charter SELPA Allocation and Budget Plan.-

M. Schedule a public hearing at the El Dorado County Office of Education for ~~\_\_\_\_\_~~ purposes of adopting the Annual Service Plan and Budget Plan.

## PROVISIONS OF THE AGREEMENT

- A. Consistent with this Agreement each LEA Member shall have full and exclusive authority and responsibility for classifying employment positions within their respective LEA Member.
- B. No LEA Member may enter into any agreement, MOU or other undertaking that would bind or limit independent decision making on the same or similar matters by any other LEA Member.
- C. The managerial prerogatives of any participating LEA Member shall not be infringed upon by any other participating LEA Member except upon mutual consent of an affected LEA Member(s), or unless as otherwise set forth by this Agreement.
- D. Any LEA Member may terminate its Charter SELPA membership at the end of the fiscal year next occurring after having provided twelve months prior written notice as follows:

\_\_\_\_\_ 1. Prior initial written notice of intended termination to the RLA

of at least one year, and

\_\_\_\_\_ 2. final written notice of termination to the RLA no more than six months after the LEA Member's initial notice of intended termination.

\_\_\_\_\_ The RLA County Superintendent of Schools may terminate any LEA Member's Charter SELPA membership at the end of the fiscal year next occurring after having provided twelve months prior written notice as follows:

\_\_\_\_\_ 1. Prior initial written notice of intended termination to the LEA Member of at least one year, and

\_\_\_\_\_ 2. ~~final~~Final written notice of termination to the LEA Member no more than six months after the RLA's initial notice of intended termination.

\_\_\_\_\_ 3. Summary Termination:

Notwithstanding anything contained herein to the contrary, the Charter SELPA, in its sole discretion, may initiate and complete the termination process, as provided for herein, in accordance with standards and a reasonable summary timeline as determined by the Charter SELPA.

The summary standards and timeline as determined by the Charter SELPA shall, at a minimum, provide an LEA Member a reasonable opportunity for prior written notice and an opportunity to be heard.

Specifically the timeline and appeal process above does not preclude the Charter SELPA from initiating and completing the termination process in less than 12 months or by June 30th of the year immediately preceding the summary termination, if the member demonstrates:

- a) Egregious disregard of state and federal requirements to provide services to students, and/or
- b) Demonstrated systemic and material issues that would cause the Charter SELPA AU to make a finding of "going concern" based on leadership, programmatic and/or fiscal solvency that would cause Charter SELPA AU to believe the Charter SELPA would be harmed by the continued membership of the LEA.

- E. Funding received by a charter is subject to the elements of the allocation plan. ~~The allocation plan~~ Allocation Plan is updated on an annual basis and approved by CEO ~~council.~~ Council. Funding is subject to administrative fees, set-aside provisions, differentiated funding in year 1 and year 2, and potential recapture provisions if funds are not spent. All of these details are outlined in the allocation plan document. Participants agree by signing this document to agree to the provisions of the allocation plan.
- F. In accordance with their needs, the LEA Members and the AU in El Dorado County shall continue to manage and operate programs in their respective LEAs in accordance with Education Code Section ~~56172.~~ 56172.
- G. The Charter CEO Council shall have the responsibility and right to monitor and correct any special education matter which affects the Special Education Local Plan Area. The AU staff shall be responsible for coordinating and informing the governance structure on any such matter.
- H. The LEA Members and the AU will maintain responsibility for program administration for the service they provide. All administrative requirements that govern that unit will be in effect regarding special education services. The Superintendent and/or Administrators of Special Education in each LEA Member and in the AU will be responsible for the daily operation of their respective programs.
- I. The student program placement is and shall remain the responsibility of the respective LEA Member. Student admission and transfer shall be determined in accordance with the respective charter, SELPA and El Dorado County Board policies and the respective charter, SELPA and El Dorado County procedures established in accordance with the identification, assessment, instructional planning and placement set forth in the Local Plan. Nothing contained herein shall be interpreted as providing automatic transfer rights to parents or students. The charter enrolling any pupil shall have the exclusive right to approve placement in any other agency. Each LEA of service shall have the right to determine if such LEA is able to provide a free, appropriate public education for the pupil.
- J. Supervision and other incidents of employment of special education-



staff will be the responsibility of the respective LEA Member or AU.- Each LEA Member and the RLA shall have full exclusive and independent control over the development, change, implementation and application of all evaluation procedures their respective LEA Member or in the RLA as the case may be. -All LEA Members shall have full and exclusive authority to recruit, interview, and hire special education staff as needed by such LEA Member to provide continuity and service to their special education students.

- K. The Charter ~~Executive Committee shall review and make Allocation Plan recommendations. The Allocation Plan defines the distribution of funds within the SELPA.~~ CEO Council shall approve all Charter SELPA policies, administrative regulations, the Allocation Plan and material changes. There is a to the Local Plan. The El Dorado County Board of Education shall meet the legal requirement for of conducting a public hearing and adoption of an adopting the annual service plan and budget plan. This shall be done annually by the El Dorado County Board of Education. This document ~~These documents~~ shall be provided to the CEO Council as an information item at their next regularly scheduled meeting.

## **WARRANTIES AND REPRESENTATIONS:**

As a condition of membership, each LEA Member warrants and represents that at no time during such LEA Member's membership in the El Dorado County Charter SELPA shall any such LEA Member, directly or indirectly, provide special education funding for the benefit of a for-profit entity. -All Funding provided through the El Dorado County Charter SELPA shall be treated as a restricted funding source to be expended only for special education or special education services. Nothing contained herein shall be interpreted as prohibiting any LEA Member from expending funds for ~~non-public~~certified agency or certified non-public school purposes for the benefit of children served, in accordance with the approved Master Contract as noted in Education Code.

## **STANDARD OF CONDUCT**

Each LEA Member, at all times, shall conduct itself in such a manner as to act in the best interests of all other Charter SELPA members. -LEA Members shall not engage in any activity or enterprise which would tend to injure or expose the Charter SELPA or any of its members to any significant risk of injury or any kind. No LEA Member shall undertake to independently act on behalf of the Charter SELPA or any of its members without express written authorization of the Charter SELPA.

## **RESERVATION OF RIGHTS**

The RLA shall not be responsible for any LEA Member or Charter SELPA obligations or duties of any kind or nature except as explicitly set forth in this agreement.

## **INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, each LEA Member agrees to defend, indemnify, and hold harmless the SELPA and its individual other Members, El Dorado County

Office of Education, and the Superintendent, and each of their respective directors, officers, agents, employees, and volunteers (the Indemnified Parties), from any claim or demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arises in any manner from an actual or alleged failure by a LEA Member to fulfill one or more of the LEA Member's Obligations except to the extent that such suit arises from the RLA's negligence.

Further, the El Dorado County Charter SELPA shall be responsible for holding harmless and indemnifying the RLA for any costs of any kind or nature arising out of or related to this agreement other than as specifically contemplated herein, except to the extent that such cost arises from the RLA's negligence.

## **FULL DISCLOSURE**

Except as otherwise prohibited by law, upon request by the Charter SELPA or any of its members, a Charter SELPA member shall provide any requested information, documents, writings or information of any sort requested without delay.

## **Representations and Warranties**

### 1. Representations and Warranties:

As an inducement to, and in consideration for entering into this Agreement, the RLA specifically relies on the following express warranties and representations by LEA which LEA representative(s) who, by their signatures affixed below, declare that the following statements are true and correct:

For purposes of these representations and warranties, LEA may refer to an organization that manages and develops charter schools, but such representations and warranties shall only extend to the specific charter schools that are to be members of the EDCC, El Dorado County Charter SELPA.

1. Except as set forth on attached Exhibit "A," as of the date signed below:

- ~~a. LEA has no outstanding debts or accounts payable in excess of five thousand and no/100 dollars (\$5,000), accrued nor due and owing.~~
- ~~b. LEA has not and will not enter into any contract, lease nor other obligation for equipment, services, or personal or real property obligating the LEA to expend special education funds in excess of five thousand and no/100 dollars (\$5,000) extending beyond a 30 day period from the date of any such Agreement except as specifically approved in writing by SELPA/RLA.~~
- ~~c. LEA has no taxes (other than sales taxes) of any kind accrued or due and owing.~~
- ~~d. LEA has entered into no employment contract with anyone having a termination period of more than 30 days.~~

~~e. No LEA officer, employee, agent or representative of any sort has loaned or allowed LEA to use, on any basis, real or personal property (including money) belonging to any such officer, employee, agent or representative.~~

~~f.~~

a. To the knowledge of LEA, neither LEA nor any of its officers, employees, agents or representatives have any lawsuit or legal action of any kind, including bankruptcy, pending or threatened against them.

~~b.g. No LEA officer, employee, agent or representative has or has had any financial relationship or dealings of any sort with any relative of any such officer, employee, agent or representative arising out of or related to LEA or its functions and activities.~~

~~h. LEA has had this Agreement thoroughly reviewed by its legal counsel. LEA officers, employees, agents and/or representatives of the charter school adhere to California laws and regulations related to conflict of interest provisions.~~

EXHIBIT "A" (Representations and Warranties):

~~I. List Outstanding Debts and Accounts Payable (Accrued or Due and Owing):~~

~~II. List Current Leases, Contracts and Other Obligations for Equipment, Supplies, Services or Personal or Real Property:~~

~~III. List Current Taxes Accrued or Due and Owing:~~

~~IV. List Employment Contracts Having a Termination Period of More Than 30 Days Including Annual Amount, Term and Parties:~~

~~V. List Officer, Employee, Agent or Representative Loan To or Allowed Use of Real or Personal Property (Including Money) By LEA:~~

~~VI. List 1. Material Pending or Threatened Lawsuits Against LEA or Any of Its Officers, Agents, Employees, or Representatives Litigation, Claims and Assessments:~~

~~VII. List and Description of Dealings or Relationships by LEA Officers,~~

~~Agents, Employees or Representatives with Relatives of Such LEA Officers, Agents, Employees or Relatives:~~

~~LEA Member hereby represents and warrants that it has no material pending or threatened litigation, claims and assessments (excluding unasserted claims and assessments) against the LEA or any of its officers, agents, employees, or representatives. The term "material" used herein means items involving amounts exceeding \$10,000 individually or in the aggregate.~~

## CHAPTER IV

### POLICIES / PROCEDURES

The El Dorado County Charter SELPA has adopted Policies and Administrative Regulations as outlined on the list on page ~~38-~~27. The Policies set forth in full within this document are included to fulfill ~~local plan~~Local Plan document requirements.

Changes to Policies may be approved at any CEO Council meeting, as long as Brown Act notice requirements have been met.

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**El Dorado County Charter SELPA Policies  
and Administrative Regulations**

1.	Comprehensive Plan for Special Education		
	(5-22-14)	CEOP	AR
2.	Identification and Evaluation of Individuals for Special Education		(3-
	31-08) CEOP	AR	
3.	Individualized Education Program		(3-
	31-08) CEOP	AR	
4.	Procedural Safeguards and Complaints for Special Education		(3-
	31-08) CEOP	AR	
5.	Confidentiality of Student Records		(5-
	28-08) CEOP	AR	
6.	Part C – Transition		
	(5-28-08)	CEOP	
7.	Students with Disabilities Enrolled by their Parents in Private Schools	(5-	CEOP
	28-08)		
8.	Compliance Assurances		
	(5-22-14)	CEOP	
9.	Governance		
		(5-22-14)	
	CEOP	AR	
10.	Personnel Qualifications		
	(5-28-08)	CEOP	AR
11.	Performance Goals and Indicators		(5-28-
	08) CEOP		
12.	Participation in Assessments		
	(5-28-08)	CEOP	AR
13.	Supplementation of State and Federal Funds		
	(5-28-08)	CEOP	
14.	Maintenance of Effort		
	(5-28-08)	CEOP	AR

15.	Public Participation			
		(5-22-14)	CEOP	
16.	Suspension/Expulsion			
		(5-28-08)	CEOP	AR
17.	Access to Instructional Materials			
		(5-28-08)	CEOP	
18.	Overidentification and Disproportionality			
		(5-28-08)	CEOP	
19.	Prohibition of Mandatory Medicine			
		(5-28-08)	CEOP	
20.	Data			
		(5-28-08)	CEOP	
21.	Literacy			
		(5-28-08)	CEOP	
22.	Admission of LEAs to the Charter SELPA			
		(5-22-14)	CEOP	AR
23.	Behavioral Interventions for Special Education Students			
		(5-28-08)	CEOP	AR
24.-	Nonpublic, Nonsectarian School and Agency Services for Spec. Ed.	(5-28-08)	CEOP	AR
25.-	Conflict of Interest	(9-16-10)	CEOP	
26.	Termination of Membership	(5-22-14)	CEOP	



## DISPUTE RESOLUTION PROCESS POLICY

### Dispute Resolution Process Policy:

#### A.      Rationale

In order to ensure the continual delivery of quality services to children with disabilities, a process for dispute resolution over the responsibility for service provision, governance activities, program transfer, or the distribution of funding must be in place.

#### B.      Policy Statement

If a dispute arises over the responsibility for service provision, governance activities, program transfer, or the distribution of funding or if a ~~school-~~district~~charter~~ LEA, group of ~~school-districts~~charter LEAs, or the county office believes that an action taken by the CHARTER SELPA Superintendents-CEO Council will create an undue hardship on the ~~district~~member(s) or county office, or that the action taken exceeds the authority ~~granted the SELPA-~~Superintendents- Council within the Local Plan and/or state or federal statute, the aggrieved district(s) or county office may request a review of the action at each level of the committee structure.

#### C.      Administrative Guidelines

granted the Charter SELPA CEO Council within the Local Plan and/or state or federal statute, the aggrieved charter(s) or county office may request a review of the action at each level of the committee structure.

The following committees may review and provide recommendations to the ~~Charter CEO Council:~~  
Charter CEO Council:

1.      Charter SELPA Steering Committee (limited to issues relating to service provisions)
2.      Charter SELPA Executive Committee

The Alternative Dispute Resolution process and techniques are available in the SELPA, and the Solutions Panel model could and would be applied upon request of any parties.

Upon exhaustion of the review procedure as provided for herein, any LEA Member may appeal to an Ad Hoc Committee made up of:

1. County Superintendent's Designee
2. Charter SELPA CEO
3. CEO of a Charter School selected by the County Superintendent's designee and the Charter SELPA CEO. The CEO of a charter school does not have to be a member of the El Dorado County Charter SELPA.

The Ad Hoc Committee for resolving the conflict shall decide the matter at their discretion by majority vote of Ad Hoc Committee members present and whose decision is final. No written record, findings of fact, nor conclusions of law shall be required of the Ad Hoc Committee. The decision of the Ad Hoc Committee shall be communicated with the parties involved and the CEO Council at the next regularly scheduled meeting.

## ASSURANCES

In accordance with Federal and State laws and regulations,

*Ronald Reagan Charter School Alliance, DBA Sycamore Academy of Science and Cultural Arts, a member of the El Dorado County Charter SELPA*

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

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

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA office.

Adopted this 14th day of September, 2015.

Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

Signed: \_\_\_\_\_

Name and Title: *Roland Skumawitz, RRCSA Board President*

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

July 1, 2014 to June 30, 2015

Charter School Name: Sycamore Academy of Science and Cultural Art

CDS #: Sycamore Unaudited Actual 14-15 (2)

Charter Approving Entity: Lake Elsinore Unified

County: Riverside

Charter #: 1118

This charter school uses the following basis of accounting:

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

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

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

Description	Object Code	Unrestricted	Restricted	Total
<b>A. REVENUES</b>				
<b>1. LCFF Sources</b>				
State Aid - Current Year	8011	1,530,024.00		1,530,024.00
Education Protection Account State Aid - Current Year	8012	526,733.00		526,733.00
State Aid - Prior Years	8019	14,543.00		14,543.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	470,604.00		470,604.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00
Total, LCFF Sources		2,541,904.00	0.00	2,541,904.00
<b>2. Federal Revenues (see NOTE in Section L)</b>				
No Child Left Behind	8290		0.00	0.00
Special Education - Federal	8181, 8182		0.00	0.00
Child Nutrition - Federal	8220		0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	0.00	0.00
Total, Federal Revenues		0.00	0.00	0.00
<b>3. Other State Revenues</b>				
Special Education - State	StateRevSE		0.00	0.00
All Other State Revenues	StateRevAO	277,676.87	13,131.41	290,808.28
Total, Other State Revenues		277,676.87	13,131.41	290,808.28
<b>4. Other Local Revenues</b>				
All Other Local Revenues	LocalRevAO	61,886.08	0.00	61,886.08
Total, Local Revenues		61,886.08	0.00	61,886.08
<b>5. TOTAL REVENUES</b>		<b>2,881,466.95</b>	<b>13,131.41</b>	<b>2,894,598.36</b>
<b>B. EXPENDITURES (see NOTE in Section L)</b>				
<b>1. Certificated Salaries</b>				
Certificated Teachers' Salaries	1100	642,368.53	0.00	642,368.53
Certificated Pupil Support Salaries	1200	0.00	0.00	0.00
Certificated Supervisors' and Administrators' Salaries	1300	136,150.90	0.00	136,150.90
Other Certificated Salaries	1900	96,214.72	0.00	96,214.72
Total, Certificated Salaries		874,734.15	0.00	874,734.15
<b>2. Noncertificated Salaries</b>				
Noncertificated Instructional Salaries	2100	99,440.33	0.00	99,440.33
Noncertificated Support Salaries	2200	0.00	0.00	0.00
Noncertificated Supervisors' and Administrators' Salaries	2300	12,971.87	0.00	12,971.87
Clerical and Office Salaries	2400	51,210.52	0.00	51,210.52
Other Noncertificated Salaries	2900	38,951.58	0.00	38,951.58
Total, Noncertificated Salaries		202,574.30	0.00	202,574.30

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM  
July 1, 2014 to June 30, 2015**

Charter School Name: Sycamore Academy of Science and Cultural Art

CDS #: Sycamore Unaudited Actual 14-15 (2)

Description	Object Code	Unrestricted	Restricted	Total
<b>3. Employee Benefits</b>				
STRS	3101-3102	74,380.54	0.00	74,380.54
PERS	3201-3202	2,854.63	0.00	2,854.63
OASDI / Medicare / Alternative	3301-3302	28,996.51	0.00	28,996.51
Health and Welfare Benefits	3401-3402	93,933.05	0.00	93,933.05
Unemployment Insurance	3501-3502	664.80	0.00	664.80
Workers' Compensation Insurance	3601-3602	39,941.25	0.00	39,941.25
OPEB, Allocated	3701-3702	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00
Other Employee Benefits	3901-3902	4,991.07	0.00	4,991.07
Total, Employee Benefits		245,761.85	0.00	245,761.85
<b>4. Books and Supplies</b>				
Approved Textbooks and Core Curricula Materials	4100	0.00	1,850.74	1,850.74
Books and Other Reference Materials	4200	680.90	94.92	775.82
Materials and Supplies	4300	29,855.18	11,185.75	41,040.93
Noncapitalized Equipment	4400	96,703.70	0.00	96,703.70
Food	4700	5,290.71	0.00	5,290.71
Total, Books and Supplies		132,530.49	13,131.41	145,661.90
<b>5. Services and Other Operating Expenditures</b>				
Subagreements for Services	5100	25,919.04	0.00	25,919.04
Travel and Conferences	5200	13,847.90	0.00	13,847.90
Dues and Memberships	5300	9,526.86	0.00	9,526.86
Insurance	5400	33,332.73	0.00	33,332.73
Operations and Housekeeping Services	5500	12,981.04	0.00	12,981.04
Rentals, Leases, Repairs, and Noncap. Improvements	5600	606,952.77	0.00	606,952.77
Transfers of Direct Costs	5700-5799	0.00	0.00	0.00
Professional/Consulting Services and Operating Expend.	5800	374,995.08	0.00	374,995.08
Communications	5900	40,136.74	0.00	40,136.74
Total, Services and Other Operating Expenditures		1,117,692.16	0.00	1,117,692.16
<b>6. Capital Outlay</b>				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900	21,339.01	0.00	21,339.01
Total, Capital Outlay		21,339.01	0.00	21,339.01
<b>7. Other Outgo</b>				
Tuition to Other Schools	7110-7143	0.00	0.00	0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00
All Other Transfers	7281-7299	0.00	0.00	0.00
Transfers of Indirect Costs	7300-7399	0.00	0.00	0.00
Debt Service:				
Interest	7438	4,876.79	0.00	4,876.79
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		4,876.79	0.00	4,876.79
Total, Other Outgo		4,876.79	0.00	4,876.79
<b>8. TOTAL EXPENDITURES</b>		<b>2,599,508.75</b>	<b>13,131.41</b>	<b>2,612,640.16</b>



**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM  
July 1, 2014 to June 30, 2015**

Charter School Name: Sycamore Academy of Science and Cultural Art

CDS #: Sycamore Unaudited Actual 14-15 (2)

Description	Object Code	Unrestricted	Restricted	Total
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>				
		281,958.20	0.00	281,958.20
<b>D. OTHER FINANCING SOURCES / USES</b>				
1. Other Sources	8930-8979	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	0.00	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)</b>				
		281,958.20	0.00	281,958.20
<b>F. FUND BALANCE / NET POSITION</b>				
<b>1. Beginning Fund Balance/Net Position</b>				
a. As of July 1	9791	885,167.18	0.00	885,167.18
b. Adjustments/Restatements	9793, 9795	(162,371.48)	0.00	(162,371.48)
c. Adjusted Beginning Fund Balance /Net Position		722,795.70	0.00	722,795.70
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		1,004,753.90	0.00	1,004,753.90
<b>Components of Ending Fund Balance (Modified Accrual Basis only)</b>				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned				
1. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
<b>3. Components of Ending Net Position (Accrual Basis only)</b>				
a. Net Investment in Capital Assets	9796	0.00	0.00	0.00
b. Restricted Net Position	9797		0.00	0.00
c. Unrestricted Net Position	9790A	1,004,753.90	0.00	1,004,753.90

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM  
July 1, 2014 to June 30, 2015**

Charter School Name: Sycamore Academy of Science and Cultural Art  
CDS #: Sycamore Unaudited Actual 14-15 (2)

Description	Object Code	Unrestricted	Restricted	Total
<b>G. ASSETS</b>				
<b>1. Cash</b>				
In County Treasury	9110	0.00	0.00	0.00
Fair Value Adjustment to Cash in County Treasury	9111	0.00	0.00	0.00
In Banks	9120	830,274.63	0.00	830,274.63
In Revolving Fund	9130	0.00	0.00	0.00
With Fiscal Agent/Trustee	9135	0.00	0.00	0.00
Collections Awaiting Deposit	9140	0.00	0.00	0.00
<b>2. Investments</b>	9150	0.00	0.00	0.00
<b>3. Accounts Receivable</b>	9200	5,684.19	0.00	5,684.19
<b>4. Due from Grantor Governments</b>	9290	368,951.00	11,549.25	380,500.25
<b>5. Stores</b>	9320	0.00	0.00	0.00
<b>6. Prepaid Expenditures (Expenses)</b>	9330	16,226.60	0.00	16,226.60
<b>7. Other Current Assets</b>	9340	135,000.00	0.00	135,000.00
<b>8. Capital Assets (accrual basis only)</b>	9400-9489	0.00	0.00	0.00
<b>9. TOTAL ASSETS</b>		<b>1,356,136.42</b>	<b>11,549.25</b>	<b>1,367,685.67</b>
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>				
<b>1. Deferred Outflows of Resources</b>	9490	0.00	0.00	0.00
<b>2. TOTAL DEFERRED OUTFLOWS</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>I. LIABILITIES</b>				
<b>1. Accounts Payable</b>	9500	162,870.25	11,549.25	174,419.50
<b>2. Due to Grantor Governments</b>	9590	0.00	0.00	0.00
<b>3. Current Loans</b>	9640	188,512.27	0.00	188,512.27
<b>4. Unearned Revenue</b>	9650	0.00	0.00	0.00
<b>5. Long-Term Liabilities (accrual basis only)</b>	9660-9669	0.00	0.00	0.00
<b>6. TOTAL LIABILITIES</b>		<b>351,382.52</b>	<b>11,549.25</b>	<b>362,931.77</b>
<b>J. DEFERRED INFLOWS OF RESOURCES</b>				
<b>1. Deferred Inflows of Resources</b>	9690	0.00	0.00	0.00
<b>2. TOTAL DEFERRED INFLOWS</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>K. FUND BALANCE /NET POSITION</b>				
Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2) (must agree with Line F2)		<b>1,004,753.90</b>	<b>0.00</b>	<b>1,004,753.90</b>



**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM  
July 1, 2014 to June 30, 2015**

Charter School Name: Sycamore Academy of Science and Cultural Art  
CDS #: Sycamore Unaudited Actual 14-15 (2)

**L. FEDERAL NO CHILD LEFT BEHIND (NCLB) MAINTENANCE OF EFFORT REQUIREMENT**

**NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL NO CHILD LEFT BEHIND (NCLB) MAINTENANCE OF EFFORT REQUIREMENT:**

**1. Federal Revenue Used for Capital Outlay and Debt Service**

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

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

**2. Community Services Expenditures**

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

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

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM  
July 1, 2014 to June 30, 2015**

Charter School Name: Sycamore Academy of Science and Cultural Art  
CDS #: Sycamore Unaudited Actual 14-15 (2)

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

Results of this calculation will be used for comparison with 2013-14 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis will result in reduction to allocations for covered programs in 2016-17.

a. Total Expenditures (B8)	2,612,640.16
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	0.00
c. Subtotal of State & Local Expenditures [a minus b]	2,612,640.16
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total]	26,215.80
<b>TOTAL STATE &amp; LOCAL EXPENDITURES SUBJECT TO MOE</b> [c minus d minus e]	<b>\$ 2,586,424.36</b>

CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT – ALTERNATIVE FORM  
July 1, 2014 to June 30, 2015

CHARTER SCHOOL CERTIFICATION

Charter School Name: Sycamore Academy of Science and Cultural Art  
CDS #: Sycamore Unaudited Actual 14-15 (2)  
Charter Approving Entity: Lake Elsinore Unified  
County: Riverside  
Charter #: 1118

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

For information regarding this report, please contact:

For County Fiscal Contact:

For Approving Entity:

For Charter School:

Name

Name

Name

Title

Title

Title

Telephone

Telephone

Telephone

E-mail address

E-mail address

E-mail address

To the entity that approved the charter school:

2014-15 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

Signed: \_\_\_\_\_  
Charter School Official  
(Original signature required)

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

To the County Superintendent of Schools:

2014-15 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Signed: \_\_\_\_\_  
Authorized Representative of  
Charter Approving Entity  
(Original signature required)

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

To the Superintendent of Public Instruction:

2014-15 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

Signed: \_\_\_\_\_  
County Superintendent/Designee  
(Original signature required)

Date: \_\_\_\_\_

2015-2016 Personnel Order

Emp#	Last Name	First Name	Position	CTC#
91001	Putulowski	Angela	Administrative Assistant	N/A
141502	Solorio	Stephanie	Assessment Clerk	N/A
1020	Morabito	Jeffery	Asst. Principal	130006813
111201	Boermans	Jane	Attendance Clerk	N/A
131401	Daddario	Kera	Custodial	N/A
5002	Meeks	Tanya	Education Specialist	130152882
1012	Hale	Barbara	Executive Director/Principal	140179703
111202	Atallah	Sumar	Instructional Aide	N/A
131402	DeLaCruz	Aimee	Instructional Aide	N/A
131403	Gonzalez	Guadalupe	Instructional Aide	N/A
151602	Lewis	Casi	Instructional Aide	N/A
141512	Lourenco	Tasia	Instructional Aide	N/A
151603	Neumann	Amy	Instructional Aide	N/A
111202	Trout	Karen	Instructional Aide	N/A
91002	Girard	Laura	Operations Coordinator	N/A
131408	Crouch	Gabrielle	Records Clerk	N/A
101101	Allen	Donna	Support Aide	N/A
151601	Arnold	Tricia	Support Aide	N/A
141501	Gutierrez	Adrienne	Support Aide	N/A
151601	Hernandez	Claudette	Support Aide	N/A
141514	Brown	Contessa	Support Services Coordinator	N/A
7007	Alpine	Heidi	Teacher	150024579
6001	Amies	Nichole	Teacher	140094996
3001	Avila	Amanda	Teacher	130135259
4001	Bedley	Mary	Teacher	130073298
7005	Bolton	Dominique	Teacher	120005207
6002	Budwine	Julie	Teacher	140048864
5003	Butler-Lucas	Stephanie	Teacher	130133136
7009	Cicalo	Heather	Teacher	110007759
7010	Ferguson	Jennifer	Teacher	120028524
1003	Fitch	Dionna	Teacher	130070160
3004	Gresham	Mireya	Teacher	140088784
1005	Jones	Nona	Teacher	110124807
7002	Lease	Sarita	Teacher	110036887
7003	Lizardi	Wendy	Teacher	150020718
7001	Martinez	Melissa	Teacher	140157829
6004	Mata	Sadie	Teacher	130110769
1009	Miranda	Julie	Teacher	110209875
1020	Morabito	Jeffery	Teacher	130006813
7024	Montejano	Allison	Teacher	120034068
7008	Olson	Katherine	Teacher	150033577
7006	Picard	Christy	Teacher	110029639
7004	Woodard	Michael	Teacher	150100223

# Ronald Reagan Charter School Alliance



**SYCAMORE ACADEMY**  
of Science and Cultural Arts

# **SAFE SCHOOL PLAN**

# EMERGENCY PLANNING GUIDELINES

**INTRODUCTION..... 1**

**A) PREPAREDNESS..... 3**

- Getting Organized
- Supplies and Equipment
- Establishing Emergency Communications Systems
- Planning Ahead for Evacuations
- Reducing Exposure to Risks and Hazards

- Templates:*
- Emergency Organization: Team Rosters
  - Emergency Organization: Supply Locations
  - Emergency Team Wallet Card Template
  - Evacuation Roster: Persons with Disabilities

**B) RESPONSE ..... 12**

- Overview
- Emergency Response Actions
- To Implement an Evacuation
- How to Assist People with Disabilities During and Evacuation

- Templates:*
- To Report an Emergency Incident
  - Emergency Message
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**C) RECOVERY ..... 21**

- Support Services and Assistance
- Documenting Emergency Outcomes

- Templates:*
- Summary: Recovery Status
  - Recovery: Detailed Space Assessment
  - Recovery: Detailed Equipment Assessment
  - Recovery: Detailed Personnel Impacts

# INTRODUCTION

Emergencies and disasters can happen at any moment - and, they usually occur without warning. When an emergency strikes, our immediate safety and prompt recovery will depend on the existing levels of preparedness among faculty, staff, and students.

Each staff member at Sycamore Academy has an important role to play in maintaining the Charter School's emergency preparedness and safety. We are an interdependent community.

At SASCA, Emergency Plans are written to provide fundamental support for the school Emergency Plan. During a major emergency or disaster, the school's Incident Management Team will rely on effective communication between all the members of the staff as well as communication with local agencies.

Clearly, Emergency Plans are an essential building block of the school's emergency response. They are also part of every unit's basic health and safety responsibilities and business continuity planning. Emergency Plans outline how an organization will

- o Protect the safety of students, faculty, staff and visitors on the campus,
- o Safeguard vital records and resources, and
- o Coordinate with the school's emergency response and recovery procedures

The "Safe School Plan" is distributed to every staff member to provide information on how to respond to various types of emergencies. This Plan contains comprehensive, yet simple and flexible, procedures that apply to a variety of emergency incidents that may occur, including

- o Earthquakes
- o Fires or Explosions
- o Hazardous Materials Releases
- o Extended Power or Utility Outages
- o Floods
- o Mass Casualty Events

The manual is divided into three sections:

- A. PREPAREDNESS
- B. RESPONSE
- C. RECOVERY

Each section contains information, checklists and forms that outline the basic components of these three critical areas. By keeping emergency preparedness plans in a loose-leaf binder, staff can easily customize or update the contents as necessary.

The Emergency Plan must be known and understood before an emergency occurs. School administration is responsible for ensuring that staff is knowledgeable of the processes and procedures before, during and after a disaster and should take immediate steps to:

- o Share this important safety information with all faculty, staff, students and volunteers annually
- o Brief all new personnel as they join the staff
- o Keep copies of the Plan in accessible locations

On-line copies of the "Safe School Plan" are available to facilitate making duplicate copies and sharing annual updates. Visit [www.SycamoreAcademyCharter.org](http://www.SycamoreAcademyCharter.org)



# REQUIREMENTS

## Parents:

- Provide proof of current immunizations for polio, D.T.P., measles, Mumps, hepatitis, and rubella, including TB clearance.
- Will provide evidence of physical examination within the last 12 months for students entering Kindergarten or first grade.

## Employees:

- Will furnish the school with a criminal record summary as described in Section 44237
- Will receive training in emergency response including appropriate first responder training or its equivalent
- Will provide evidence of TB test administration and clearance as mandated.
- Will not administer corporal punishment
- Will monitor traffic and pedestrian safety
- Will adhere to universal precaution standards and follow guidelines regarding blood borne pathogens.

## School:

- Will conduct regular emergency evacuation drills in accordance with the regulations of Riverside County Fire Department
- Will maintain records of students immunizations in the Health Office
- Will provide appropriate screening for student's health equivalent to that of regular public schools per state mandates
- Will maintain policies and procedures for disasters and emergencies
- Will implement and maintain medication dispensing and storing policies.
- Will conduct monthly grounds and facility inspections
- Establish a drug, alcohol and tobacco free school policy
- Will maintain a safe and healthy work and school environment.
- Will review and make necessary updates twice annually.
- Will adhere to the Board Approved Child Abuse Policy
- Will not allow corporal punishment

## Visitors:

- Will wear identification badges.
- Will provide TB test results as required by current state law and renew verification.
- Will sign in and out with the Office

## **A) PREPAREDNESS**

### **GETTING ORGANIZED**

The first step in building preparedness is to assemble appropriate human and physical resources to do the job.

Establish who will serve as the "Emergency Coordinator" to help develop and implement the Safe School Plan. An Emergency Coordinator must be familiar with the school's programs and physical facilities, and should be a person with the management experience and financial authority to:

- Collaborate with staff to develop and maintain the information in the Safe School Plan
- Recruit a core "Emergency Preparedness Committee" that represents staff, parents and community members.
- Arrange related staff safety education and training
- Purchase emergency supplies and equipment
- Be ready to support the staff during an emergency incident (and be called back to campus if necessary).
- Be ready to help prepare post-disaster impact summaries and insurance claims
- Be prepared to deliver status reports and interface with the public resources and the media in the event of an emergency incident

The Emergency Coordinator and Response Team shall participate in training.

- The staff should be trained to help disseminate emergency instructions, assist evacuations and security, and provide first aid if necessary.
- The staff should be prepared to document the effects of the emergency and coordinate facility and program restoration, according to priorities identified by the Principal or designee.

# A) PREPAREDNESS

## SUPPLIES AND EQUIPMENT

The school will need basic emergency supplies and equipment to be as self-sufficient as possible after an emergency. An emergency kit should have the following essentials and be in an accessible location:

- First aid supplies, with instructions
- Flashlights/batteries, approved power strips and extension cords
- Portable AM/FM radio/batteries
- Emergency water supply
- Student roster

Other resources that may be added to the emergency supplies include such items as megaphones, two-way radios, rescue tools, stretchers, cots, and packaged emergency rations.

## ESTABLISHING EMERGENCY COMMUNICATIONS SYSTEMS

During an emergency the Coordinator will:

- Contact 911 for any emergencies.
- Account for the safety of personnel and students
- Deliver critical school information and instructions to the Response Team for dissemination to the sheriff, OES, Fire, and the community
- Forward disaster impact reports to the administration and disseminate disaster instructions to the Response Team

Be prepared to make critical notifications during business hours and during afterhours emergencies. Utilize the following sources for notifications:

- "telephone trees"
- "distribution" voicemail
- email lists
- webpage updates

Local Resource Numbers:

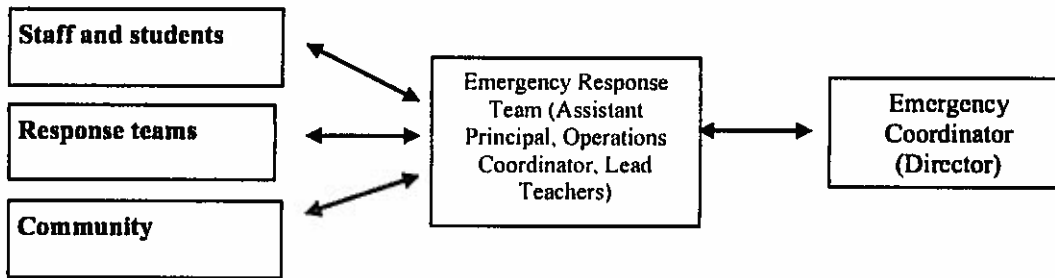
- Riverside County Fire Station #61 (951)-678-1661
- Riverside County Sheriff (951) 245-3300
- Inland Valley Regional Medical Center (951) 677-1111
- Poison Control (800) 222-1222
- H1N1 Swine Flu Hotline (888) 865-0564
- The Gas Company (800) 427-2200 or online at [www.socalgas.com](http://www.socalgas.com)
- Southern California Edison (800) 611-1911 or online at [www.sce.com](http://www.sce.com)
- Federal Emergency Management Assistance (800) 621-3362
- Animal Friends of the Valley (951) 674-0678 afterhours (951) 506-5069

## A) PREPAREDNESS

### DISASTER COMMUNICATIONS AT SYCAMORE ACADEMY OF SCIENCE AND CULTURAL ARTS

During a disaster, clear, effective communication is absolutely necessary. The Emergency Coordinator, (Barbara Hale), will provide prioritized emergency impact reports to the Response Team, (Assistant Principal, Operations Coordinator and Lead Teachers), for dissemination to the staff. The Emergency Coordinator, (Barbara Hale), serves as the central coordinator for deploying resources and information.

The flow of information in a disaster is shown below:



### PLANNING AHEAD FOR EVACUATIONS

A building evacuation is mandatory whenever a fire alarm sounds, and building occupants should exit immediately. When an earthquake is felt duck, cover, and hold, then after the shaking stops, evacuate the building. After a building has been evacuated, occupants must wait for a safety inspection before re-entry.

Note that it may or may not be necessary to vacate the building during minor emergency incidents, or even during some major events. Occupants in the area may simply be directed to remain on-site and shut down systems, or they may be asked to move to other sectors of their floor or building. In some events (such as extended power outages), evacuations are not necessary unless the incident has generated a hazardous materials incident or immediate health and safety risk. In limited emergencies, wait for evacuation instructions to be communicated through the Response Team.

## A) PREPAREDNESS

### PREPAREDNESS FOR BUILDING EVACUATIONS

**Review evacuation information and responsibilities with faculty, staff and students.**  
Conduct evacuation drills regularly. Plan evacuation for faculty, staff and students with functional needs.

**Plan where to go during an evacuation, and know the routes to get there**  
Building evacuees go to your assigned destination.

Assigned destinations are safe outdoor areas where personnel meet to notify the Response Team or Emergency Coordinator of inaccurate student counts, injuries, and hazards as well as get emergency information and assistance.

#### **Know how to announce and implement evacuation**

A sample script is:      We have a \_\_\_\_\_ emergency.  
                                 Evacuate to your assigned destination  
                                 Take your belongings, do not use the elevators.

Use your Emergency Response Team to assist the evacuation.

#### **Know what to do next**

- Be prepared to account for personnel.
- Be prepared to account for students
- Know how to obtain and disseminate emergency information and instructions.

# A) PREPAREDNESS

## REDUCING EXPOSURE TO RISKS AND HAZARDS

The following tips can prevent emergencies from happening and will certainly mitigate their effects when they do occur.

### FIRE PREVENTION

- Know the location of alarm stations and extinguishers. Know how to use them.
- Leave fire doors closed at all times
- Clear obstructed corridors, aisles and room exits
- Use only grounded electrical plugs
- Limit use of multiple outlets
- Do not use mechanical rooms or utility rooms for storage

### SAFETY & PREPAREDNESS

- Maintain a clean work environment
- Inventory and label chemicals. Do not purchase excess quantities of chemicals
- Segregate incompatible chemicals. Keep flammables in flammable storage cabinets
- Investigate emergency power options
- Install seismic restraints on chemical storage shelves. Latch cabinet doors
- Anchor equipment, animal containers, and furniture. Avoid high storage of heavy items
- Do not store hazardous materials on mobile carts
- Dispose of chemical waste properly
- Fencing and gates in place surrounding the campus for student safety.

### BEFORE A POWER EMERGENCY

- Identify and prioritize vital power-dependent functions, operations, and equipment
- Determine whether you have emergency power outlets in your area. Plan to use them for priority functions only
- Determine if there is emergency lighting in your area. Keep flashlights available in work areas
- Do not overload power strips. Extension cords are for emergency use only

### EARTHQUAKE PREPAREDNESS

- Know how and where to take cover during a quake
- Anchor bookcases, cabinets, and files over 42 inches. Do not stack furniture
- Move tall furniture away from exits. Do not use tall furniture as room dividers
- Secure computers, equipment, and display cases. Store heavy items at floor level
- Back-up data and sensitive information, store duplicates off-site

Communicate these important preparedness measures to students, faculty, staff, volunteers and community members. The school's level of readiness for an emergency situation depends not only on having an up-to-date plan document, but also on keeping the learning community aware of their personal responsibility for safety at Sycamore Academy.

**SYCAMORE ACADEMY  
OF SCIENCE AND CULTURAL ARTS  
EMERGENCY ORGANIZATION:  
TEAM ROSTERS**

**EMERGENCY RESPONSE TEAM**

Room	Cell Phone	Home Phone
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**Emergency Coordinator**

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**Team Members**

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**SYCAMORE ACADEMY**  
**OF SCIENCE AND CULTURAL ARTS**  
**EMERGENCY ORGANIZATION:**  
**SUPPLY LOCATIONS**

form last revised on: 9/2/15

**DEPARTMENT EMERGENCY SUPPLY LOCATIONS**

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**First Aid Kit(s)**

**Classrooms**

**Health Office (Administration Building)**

**Communications Equipment**

**Megaphone (Administration Building)**

**Two-way radios (All classified personnel)**

**Other supplies**

# EMERGENCY TEAM Wallet Card

## Emergency Contact Personnel

Director/Coordinator - Barbara Hale	951-609-6011
Assistant Principal - Jeff Morabito	951-285-6584
Operations Coordinator - Laura Girard	909-821-7786

**SYCAMORE ACADEMY  
OF SCIENCE AND CULTURAL ARTS**  
23151 Palomar Street  
Wildomar, CA. 92595  
Phone: 951-678-5217  
Fax: 951-678-5932

## REPORT AN EMERGENCY

Police, Fire, Ambulance	<b>911</b>
Inland Hospital	951- 677-1111
Riverside County Fire	951-678-1661
Riverside County Sheriff	951-245-3300
Public Health	951-358-7100
Emergency Preparedness and Response	951-955-4700

## HOTLINES

Poison Control	(800) 222-1222
H1N1 Swine Flu Hotline	(888) 865-0564

## Staff List

Director /Coordinator- Barbara Hale	951-609-6011
Assistant Principal - Jeff Morabito	951-285-6584
Operations Coordinator - Laura Girard	909-821-7786
T4 Lead Teacher - Mary Bedley	951-698-9997
T3 Lead Teacher - Julie Miranda	818-399-0947
T2 Lead Teacher - Stephanie Lucas	951-314-8124
T1 Lead Teacher - Mireya Spitsnaugle	951-663-8740

# EVACUATION PLANNING FOR PERSONS WITH FUNCTIONAL NEEDS

form last revised on: 9/2/15

List self-identified disabled persons who request evacuation assistance during an emergency.  
Indicate the plan for accommodations and evacuation of each identified person:

Teacher name:

Room:

Disability & Instructions:

## **B) RESPONSE**

### **OVERVIEW**

Everyone in a school facility - students, faculty, staff, and visitors - must take appropriate and deliberate action when an emergency strikes a building, a portion of the campus, or entire campus community. Decisive leadership is essential. Follow these important steps when there is an emergency:

- ✓ Confirm and evaluate conditions
- ✓ Report the incident immediately
- ✓ Follow instructions from emergency personnel precisely
- ✓ Depending on the nature and severity of the event, activate the Response Team
- ✓ Issue clear and consistent emergency notifications. Use all available communications tools
  - If there is no power or telephone systems are not functioning, emergency communications will be profoundly restricted
  - Use messengers, radios, cellular phones, fax and email
- ✓ Coordinate with community resources during major emergencies or disasters

When an emergency strikes the campus after normal business hours, or on weekends or holidays - or, if you are off-campus during a major emergency, obtain instructions from site administration. Reference your Team Wallet Card for appropriate numbers.

If you are recalled to campus, be certain that your household safety is assured and that your route to campus is safe and functional.

## B) RESPONSE

### EMERGENCY RESPONSE ACTIONS

The following are basic instructions for various emergency incidents:

**Report emergencies to the site administration or designee. If there is life threatening injuries or situations, call 911.**

- ACCIDENT      Call and report emergency**
- Administer first aid if you are trained to do so
  - Do not attempt to move an injured person

- FIRE              Call and report emergency**
- **Activate nearest alarm**
  - Notify Supervisor and staff
  - Feel doors for heat
  - If cool, exit carefully and orderly
  - If hot, do not open the door. Stay where you are
  - If you see smoke, crouch near floor as you exit
  - If you see fire, confine it by closing doors and windows
  - Use extinguishers on small fires only if safe to do so
    - Pull the pin in the handle
    - Aim at the base of the fire
    - Squeeze nozzle, sweep back and forth
  - Evacuate
  - Go to the pre designated staging area

### EARTHQUAKE

#### MINOR QUAKE (brief rolling motion)

- Take cover immediately, direct others around you
  - Under a desk, table, or chair
  - Between seating rows in lecture halls
  - Against a corridor wall (cover head and neck)
  - Outdoors--in open area, away from buildings
- Be alert for aftershocks, avoid potential falling hazards
- Restore calm. Examine your area for damage/injuries
- Report damage/hazardous materials releases
- Await instructions

#### MAJOR QUAKE (violent shaking)

- Take cover immediately, direct others around you
  - Under a desk, table, or chair
  - Between seating rows in lecture halls
  - Against a corridor wall (cover head and neck)
  - Outdoors--in open area, away from buildings
- Be alert for aftershocks, avoid potential falling hazards
- Restore calm.
- Report injuries and damage
- Evacuate carefully, be alert for aftershocks
- Take emergency supplies and insure all students are with you
- Meet at designated area
- Do not enter buildings until they are examined
- Await instructions, be patient and calm, help others

## **B) RESPONSE**

### **POWER OUTAGE**

- Assess the extent of the outage in your area
- Help co-workers in darkened work areas move to safe locations
- Unplug personal computers, non-essential electrical equipment and appliances
- Open windows for additional light and ventilation
- If you are asked to evacuate, leave the building
- Release of personnel after an extended outage is determined by the emergency coordinator and only as student needs are met

## **B) RESPONSE**

### **TO IMPLEMENT AN EVACUATION**

These directions will help to make the process effective and safe for you and your staff.

- Keep calm. Evaluate the situation carefully.**
- Alert the Response Team to assist in the evacuation**
- Use communications tools that are appropriate for the type of incident and the time of occurrence:**
  - Alarms
  - Phone trees or voicemail broadcast
  - Messengers
- Communicate clearly and succinctly**
  - "We have a \_\_\_\_\_ emergency.
  - Evacuate to your designated areas
  - Take your belongings."
- Check offices, classrooms, restrooms**
- Turn equipment off, if possible**
- Take emergency supplies, class lists and staff roster, if possible**
- Keep exiting groups together**
- Account for personnel and students**
- WAIT AT THE EVACUATION AREA FOR FURTHER INSTRUCTIONS**



## **B) RESPONSE**

### **HOW TO ASSIST PEOPLE WITH DISABILITIES DURING AN EVACUATION**

#### **□ TO ALERT VISUALLY IMPAIRED PERSONS**

- Announce the type of emergency
- Offer your arm for guidance
- Tell person where you are going, obstacles you encounter
- When you reach safety, ask if further help is needed

#### **□ TO ALERT PEOPLE WITH HEARING LIMITATIONS**

- Turn lights on/off to gain person's attention, or
- Indicate directions with gestures, or
- Write a note with evacuation directions

#### **□ TO EVACUATE PEOPLE USING CRUTCHES, CANES, OR WALKERS**

- Evacuate these individuals as injured persons
- Assist and accompany to evacuation site if possible, or
- Use a sturdy chair (or one with wheels) to move person, or
- Help carry individual to safety

#### **□ TO EVACUATE PEOPLE USING WHEELCHAIRS**

- Non-ambulatory persons' needs and preferences vary
- Individuals at ground floor locations may exit without help
- Others have minimal ability to move--lifting may be dangerous
- Some non-ambulatory persons have respiratory complications
- Remove them from smoke and vapors immediately
- Wheelchair users with electrical respirators get priority assistance
- Most wheelchairs are too heavy to take down stairs
- Consult with person to determine best carry options
- Reunite person with the chair as soon as it safe to do so

***EMERGENCY RESPONSE TEMPLATES FOLLOW...***

## **WHEN YOU CALL TO REPORT AN EMERGENCY:**

### **Tell the Operator**

- 1. The type of emergency**
- 2. If there are victims**
- 3. The location of the emergency**
- 4. Your name, location, and phone number**

### **Stay on the phone until the Operator ends the call**



During a major emergency or disaster, use the provided form to update the Response Team and Emergency Coordinator.

## **TO REPORT AN EMERGENCY INCIDENT**

**FIRE---POLICE---MEDICAL AID (All life-threatening emergencies)**

**CALL 911**

**Sycamore Academy Charter School  
EMERGENCY MESSAGE**

DATE \_\_\_\_\_ # OF PAGES IN THIS REPORT \_\_\_\_\_

TIME \_\_\_\_\_ ( a.m. p.m. )

TO: \_\_\_\_\_ --

FAX: \_\_\_\_\_

PH: \_\_\_\_\_

FROM: \_\_\_\_\_ name  
\_\_\_\_\_ title

FAX: \_\_\_\_\_

PH: \_\_\_\_\_

**Emergency Message**

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## **EVACUATION ROUTES**

Posted in each room.

# EMERGENCY EVACUATION SIGN-IN SHEET

(Use this form to account for personnel when a roster is not available)

Please Print  
Name

Student or Staff?


page \_\_\_\_\_ of \_\_\_\_\_

## C) RECOVERY

### **SUPPORT SERVICES AND ASSISTANCE**

After a major emergency or disaster, many people in our community will be distressed by personal and professional difficulties. It is likely that affected students, faculty and staff may need some scheduling flexibility or other temporary help in order to return to their customary activities. The following are only some of the resources available in our community:

#### **School and Community Resources**

Counseling resources for employees

Counseling resources for students

Short and long-term loans sources

Local Credit Union (members)

Housing listings

Transportation information

Child care referrals

Special service referrals

Disaster relief & referrals

Claims information (When there is a Presidential Declaration) FEMA, 1-800-299-1160

## **C) RECOVERY**

### **DOCUMENTING EMERGENCY OUTCOMES**

Once the safety and status of staff has been assured, and emergency conditions have abated, assemble staff in the restoration of the school's programs. The school's earlier work on defining critical mission-critical operations and staffing will be a starting point for the recovery process.

It will be important to begin a timely and comprehensive assessment of the emergency's physical and operational effects. Be aware that

- The Emergency Coordinator and Response Team will need ongoing status reports from the staff and community during the emergency to estimate when the program can be fully operational and to identify special facility, equipment, and personnel issues or resources that will speed business resumption
- The school may need detailed facilities data for the area to estimate temporary space reallocation needs and strategies
- Insurance and FEMA assistance claims will require extensive documentation of damaged facilities, lost equipment and resources, and special personnel expenses. Workers' Compensation claims may arise if there are injuries.

All of your documentation on emergency impacts should be coordinated with the Emergency Coordinator and the Response Team. The following forms provide formats for summarizing this crucial information.

- ✓ Take note that you should also plan to photograph or videotape facility or equipment damage to provide a visual supplement for the written impact data.
- ✓ It is very important that you record the emergency's physical effects before you clean your area or make repairs.

***EMERGENCY RECOVERY TEMPLATES FOLLOW...***



**Sycamore Academy Charter School**

**SUMMARY: EMERGENCY STATUS**

Date/time \_\_\_\_\_

# of pages in this report \_\_\_\_\_

To: EMERGENCY COORDINATOR

RE: ROOM # \_\_\_\_\_

**CURRENT OPERATIONAL SITUATION**

*Immediate facility and space needs:*

*Urgent equipment requirements to become operational:*

*Critical personnel issues:*

# RECOVERY: DETAILED SPACE ASSESSMENT

Use this form to describe damage to utilities, fixtures, ceilings, walls, floors, windows, etc. in each room of the building. Send the information to the Operations Coordinator. The Operations Coordinator should then send a prioritized list to the Response Team

ROOM \_\_\_\_\_

DAMAGE \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ROOM \_\_\_\_\_

DAMAGE \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ROOM \_\_\_\_\_

DAMAGE \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ROOM \_\_\_\_\_

DAMAGE \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

page \_\_\_\_\_ of \_\_\_\_\_

# RECOVERY: DETAILED EQUIPMENT ASSESSMENT

Use this form to describe all damaged furnishings, office equipment, and materials expended during the emergency. Send the information to the Operations Coordinator

ROOM \_\_\_\_\_

Item \_\_\_\_\_ Manufacturer \_\_\_\_\_

Model# \_\_\_\_\_ Inventory# \_\_\_\_\_ Original Cost \_\_\_\_\_

Damage description \_\_\_\_\_

Est. repair\$ \_\_\_\_\_ Est. replacement\$ \_\_\_\_\_

ROOM \_\_\_\_\_

Item \_\_\_\_\_ Manufacturer \_\_\_\_\_

Model# \_\_\_\_\_ Inventory# \_\_\_\_\_ Original Cost \_\_\_\_\_

Damage description \_\_\_\_\_

Est. repair\$ \_\_\_\_\_ Est. replacement\$ \_\_\_\_\_

ROOM \_\_\_\_\_

Item \_\_\_\_\_ Manufacturer \_\_\_\_\_

Model# \_\_\_\_\_ Inventory# \_\_\_\_\_ Original Cost \_\_\_\_\_

Damage description \_\_\_\_\_

Est. repair \_\_\_\_\_ Est. replacement \_\_\_\_\_

ROOM \_\_\_\_\_

Item \_\_\_\_\_ Manufacturer \_\_\_\_\_

Model# \_\_\_\_\_ Inventory# \_\_\_\_\_ Original Cost \_\_\_\_\_

Damage description \_\_\_\_\_

Est. repair \_\_\_\_\_ Est. replacement \_\_\_\_\_

page \_\_\_\_\_ of \_\_\_\_\_

# RECOVERY: DETAILED PERSONNEL IMPACTS

Use this form to describe the emergency's impact on staffing. Describe personnel issues related to program resumption. Document employee overtime related to the emergency response and recovery. Send this information to the Emergency Coordinator.

## SUMMARY: EMERGENCY IMPACTS TO DEPARTMENT STAFFING

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### LIST STAFF OVERTIME HOURS RELATED TO THE EMERGENCY And emergency duties performed. Include data for temps hired for emergency recovery.

Name \_\_\_\_\_ Employee# \_\_\_\_\_

Job Title \_\_\_\_\_

Date(s) Worked	Hours	Duties Performed

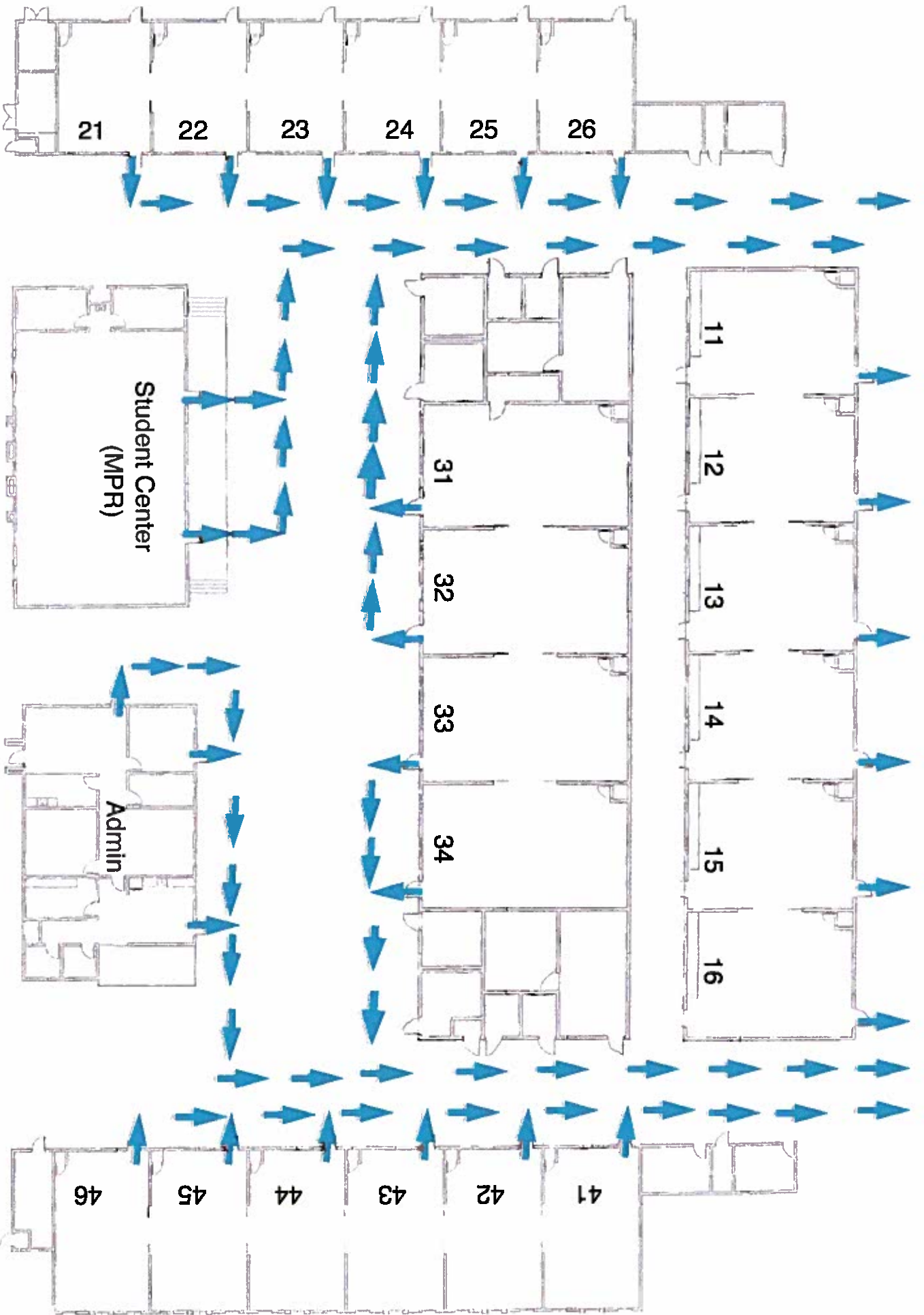
Name \_\_\_\_\_ Employee# \_\_\_\_\_

Job Title \_\_\_\_\_

Date(s) Worked	Hours	Duties Performed

page \_\_\_\_\_ of \_\_\_\_\_

Staging area is the playground



### Sycamore Academy Evacuation Routes

Acceptable Use Policy for School Computer Systems Policy 4000.101

**INFORMATION FOR EMPLOYEES**

The school's Acceptable Use Policy ("Policy") has been developed to ensure security and reliability of our systems and network and the networks and systems of others, prevent unauthorized access and other unlawful activities by users online, and to prevent unauthorized disclosure of or access to sensitive information.

The school will use technology protection measures to block or filter, to the extent practicable, access of visual depictions that are obscene, pornographic, and harmful to minors over the network, as required by the Children's Internet Protection Act ("CIPA").

**A. Internet Safety**

1. Employees shall communicate using the Internet with other SASCA employees, students or parents for educational purposes only.
2. Employees will not store personal information of a student or parent on a personal electronic device.
3. Employees will only contact students on the students SASCA authorized electronic mail account.
4. Employees shall not access or use electronic devices to send or receive personal information or communicate via social media unless they are on a break.
5. Employees shall not send or receive explicit sexual messages.
6. Employees shall not access explicit content.
7. Employees and students are prohibited from accessing objectionable materials from the Internet using SASCA property as well as personal electronic devices, including cellular phones, PDA's, tablets, laptop computers, personal computers etc.
8. Employees must abide by all laws, this Acceptable Use Policy, and School security policies.

The school reserves the right to monitor users' online activities and to access, review, copy, and store or delete any electronic communication or files and disclose them to others as it deems necessary. Users should have no expectation of privacy regarding their use of School property, network, and/or Internet access or files, including email.

As used in this Policy, "user" includes anyone using the computers, Internet, email, chat rooms, and other forms of direct electronic communications or equipment provided by the School ("Network"). Only current students or employees are authorized to use the network. Employees' use of the Network is limited to legitimate educational purposes, incident to their assignments, work responsibilities, and independent research related to their assignment.

## **II. ACKNOWLEDGEMENT OF POLICY**

The School must verify that each employee using the computer network and Internet access has a signed page acknowledging this Policy. The signed acknowledgement page remains in effect until revoked, or the employee loses the privilege of using the School's network due to violation of this policy, or is no longer a school employee. Employees and other users are required to follow this Policy. Even without a signature, all users must follow this Policy and report any misuse of the network or Internet to a supervisor or other appropriate School personnel. Access is provided primarily for education and School business. By using the network, users have agreed to this policy.

If a user is uncertain about whether a particular use is acceptable or appropriate, he or she should consult a supervisor or other appropriate School personnel.

## **III. UNACCEPTABLE USES OF THE COMPUTER NETWORK OR INTERNET**

- A. Transmitting on or through the network any material that is in the School's sole discretion, unlawful, threatening, abusive, libelous, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, statute or regulation.**
- B. Accessing or transmitting pornography of any kind, obscene depictions, harmful or offensive materials, that encourages others to violate the law, confidential information, or copyrighted materials.**
- C. Accessing or transmitting communications other than using the School's authorized network, specifically through the schools electronic mail account, during business hours between employees, Administration, students and parents strictly prohibited.**
- D. Selling or purchasing illegal items or substances.**



- E. Using non-school email websites, social media sites, text messaging, spreading SPAM (unsolicited email) "chain letters," or viruses;
- F. Causing harm to others or damage to their property, such as:
  - 1. Using profane, abusive, or impolite language; threatening, harassing, or making damaging or false statements about others;
  - 2. Deleting, copying, modifying, or forging other users' names, emails, files, or data; disguising one's identity, impersonating other users, or sending anonymous email;
  - 3. Disrupting services, destroying data, destroying or damaging equipment, or disrupting the operation of the network in any way, including the intentional distribution or posting of any virus, worm, Trojan horse, or computer code intended to cause harm;
- G. Users may not attempt to circumvent user authentication or security of or jeopardize access to any host, network, or account. This includes, but is not limited to:
  - 1. Accessing data the user is not expressly authorized to access;
  - 2. Probing the security of the School's network and the network of others, password sniffing, IP spoofing;
  - 3. Using another's account password(s) or identifier(s);
  - 4. Interfering with other users' ability to access their account(s); or
  - 5. Disclosing anyone's password to others or allowing them to use another's account(s).
  - 6. The use of anonymizers (using a web site to bypass the School's filtering system) is not allowed.
- H. Using the network or Internet for Commercial purposes:
  - 1. Using the internet for personal advertising, promotion, or financial gain; or;
  - 2. Conducting for-profit business activities and/or engaging in non-government related fundraising or public relations activities such as solicitation for religious purposes, lobbying for personal political purposes.

Employees should model the behavior expected of fellow employees, students and parents and not access entertainment sites, such as social networking or gaming sites, except for legitimate educational services.

#### IV. PENALTIES FOR IMPROPER USE

The use of the school network is a privilege, not a right, and misuse will result in the restriction or cancellation of the use. The administrator, supervisor, or systems administrator may limit, suspend, or revoke access to the network at any time. Misuse may also lead to disciplinary and/or legal action for employees, including suspension, dismissal from School employment, or criminal prosecution by government authorities. The School will attempt to tailor any disciplinary action to meet the specific concerns related to each violation.

#### V. CONFIDENTIALITY

Users with access to confidential data are to utilize all appropriate precautions to maintain the accuracy, integrity, and confidentiality of the data and ensure that no unauthorized disclosures occur.

#### VI. DISCLAIMER

The School makes no guarantees about the quality of the services provided and is not responsible for any claims, losses, damages, costs, or other obligations that result or have alleged to have resulted from the use or inability to use the network; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance, communications failure, theft, destruction or unauthorized access to the School's records, programs, or services. The School further denies any responsibility for the accuracy or quality of information obtained through users access. Any statement, accessible on the computer network or the Internet, is understood to be the author's individual point of view and not that of the School, its affiliates, or employees.

#### VII. RETENTION OF SCHOOL AND PUPIL RECORDS

Information generated or stored on the network, including but not limited to e-mail, e-mail attachments, web postings, and voice mail messages may constitute pupil records or School records. Employees shall ensure that pupil and School records are retained as set forth below.

School e-mail accounts are not intended for permanent storage or e-mail. The School may retain or dispose of an employee's email, whether an employee is currently or formerly employed by the School. All email folders may be purged as often as every 90 days by the School's information technology department.

Each employee is responsible for retaining School records and pupil records, as defined below, that he or she generates on the network , including but not limited to e-mail, by doing at least one of the following:

- 1) saving the record to an electronic system other than the School e-mail account;
- 2) electronically archiving the document; or
- 3) printing the document on paper and appropriately filing the printed document.

School and pupil records shall be maintained until such time as the director/principal or designee designates the records as disposable records and orders their destruction pursuant to applicable laws.

School records include all records, maps, books, papers, and documents (including e-mail) of the School required by law to be prepared or retained as necessary or convenient to the discharge of official duty. Employees are advised that many School records also constitute public records disclosable to members of the public upon request.

Pupil records include any item of information directly related to an identifiable pupil, other than directory information, which is maintained by the School or required to be maintained by an employee in the performance of his or her duties, whether recorded by handwriting, print, tapes, film, microfilm, or other means, such as electronic mail. Pupil records do not include informal notes related to a pupil compiled by a school officer or employee which remains in the sole possession of the maker and are not accessible or revealed to any other person except a substitute.

I have read, understand, and agree to abide by the provisions of the Acceptable Use and Security Policies of the School.

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Employee Name (Print)

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Employee Signature

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Date

Please return this form to the school or office where it will be kept on file. It is required for all employees that will be using a computer network/or Internet access.



Board Members	
Roland Skumawitz, Secretary/Treasurer	
Ingrid Flores	
Elizabeth Halikis	
Daniel Leavitt	

Ronald Reagan Charter School Alliance  
**Annual - Regular Board Meeting Minutes**  
 34862 Monte Vista, Suite 110  
 Wildomar, CA 92595  
 Phone: (951) 678-5217  
**August 10, 2015 @6:00 p.m.**

**1.0 CALL TO ORDER**

Introduction of Guests  
 The meeting was called to order by the Board Chair at 6:03pm.

**2.0 OPEN GENERAL SESSION**

Establishment of a Quorum

ROLL CALL	Present	Absent
Mr. Roland Skumawitz	<u>  X  </u>	<u>      </u>
Dr. Ingrid Flores	<u>  X  </u>	<u>      </u>
Mrs. Elizabeth Halikis	<u>  X  </u>	<u>      </u>
Mr. Daniel Leavitt	<u>  X  </u>	<u>      </u>

*Other guests present:*  
 SavantCo Education Services  
 Hamel Contracting, Inc.  
 PJHM Architects  
 Hansberger and Klein, LLC

**3.0 PLEDGE OF ALLEGIANCE**

**4.0 APPROVAL OF THE AGENDA**

Motion: Dr. Flores Second: Mrs. Halikis Vote: 4 – 0

**5.0 INVITATION TO ADDRESS THE BOARD, OPEN SESSION ITEMS:**

No comments.

**6.0 INFORMATION SESSION:**

- 6.1 Construction Report (Attachment 6.1)**  
 Report on Construction project at 23151 Palomar St.  
*Presented by: Grant Hamel, Hamel Contracting and Tom Kruse, PJHM Architects*
- 6.2 Financial Report (Attachment 6.2)**  
 Presentation of the status Sycamore Academy finances.  
*Presented by: Roy Kim, SavantCo Education*
- 6.3 Director's Report**  
 Director's report on school growth plans and contingency plans.  
*Presented by: Barbara Hale, Executive Director/Principal*

**7.0 ACTION ITEMS:**

**7.1 William Sampson Resignation (Attachment 7.1)**

The board has received the resignation of Board President William Sampson.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>
Mr. Roland Skumawitz	<u>  X  </u>	_____
Dr. Ingrid Flores	<u>  X  </u>	_____
Mrs. Elizabeth Halikis	<u>  X  </u>	_____
Mr. Daniel Leavitt	<u>  X  </u>	_____

**7.2 Election of Governing Board member**

Per the Charter and Board Bylaws, the board will review and select a trustee from a slate of qualified candidates or absent such a slate, through a process of the board's design.  
Current slate: Mr. Roland Skumawitz (eligible for his 3<sup>rd</sup> term)

Motion: Dr. Flores Second: Mr. Leavitt Vote: 4 - 0

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>
Mr. Roland Skumawitz	<u>  X  </u>	_____
Dr. Ingrid Flores	<u>  X  </u>	_____
Mrs. Elizabeth Halikis	<u>  X  </u>	_____
Mr. Daniel Leavitt	<u>  X  </u>	_____

**7.3 Annual Meeting**

Per Section 7 of the RRCSA Bylaws, annually the Board shall meet for the purpose of organization and appointment of officers.

President: Roland Skumawitz

Motion: Dr. Flores Second: Mrs. Halikis Vote: 4 - 0

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>
Mr. Roland Skumawitz	<u>  X  </u>	_____
Dr. Ingrid Flores	<u>  X  </u>	_____
Mrs. Elizabeth Halikis	<u>  X  </u>	_____
Mr. Daniel Leavitt	<u>  X  </u>	_____

Secretary/Treasurer: Daniel Leavitt

Motion: Dr. Flores Second: Mrs. Halikis Vote: 4 - 0

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>
Mr. Roland Skumawitz	<u>  X  </u>	_____
Dr. Ingrid Flores	<u>  X  </u>	_____
Mrs. Elizabeth Halikis	<u>  X  </u>	_____
Mr. Daniel Leavitt	<u>  X  </u>	_____

**7.4 Revised 2015/16 School Calendar (Attachment 7.4)**

The board will review and consider a revised 2015/16 School Calendar.

Staff recommendation: Based on the most recent construction report, staff recommends board's consideration of moving the start date from September 8 to September 14 and adjusting the calendar to meet the legal requirements.

*Presented by: Barbara Hale, Director/Principal*

Motion: Mrs. Halikis Second: Mr. Leavitt Vote: 4 - 0

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>
Mr. Roland Skumawitz	<u>  X  </u>	<u>          </u>
Dr. Ingrid Flores	<u>  X  </u>	<u>          </u>
Mrs. Elizabeth Halikis	<u>  X  </u>	<u>          </u>
Mr. Daniel Leavitt	<u>  X  </u>	<u>          </u>

**7.5 Hansberger & Klein, LLP Retainer Agreement Addendum for Ronald Reagan Charter School Alliance (Attachment 7.5)**

The board will review and consider the Retainer Agreement with Hansberger & Klein, LLP for the Ronald Reagan Charter School Alliance, DBA Sycamore Academy of Science and Cultural Arts, 23151 Palomar St., LLC, and the Sycamore Academy of Science and Cultural Arts Foundation.

Staff recommendation: With the growth of the organization, the addition of Special Education responsibilities, ownership of property and facility, and our intent to replicate in the near future, staff recommendation is approval of a flat rate monthly retainer agreement.

*Presented by: Barbara Hale, Director/Principal*

Motion: Dr. Flores Second: Mr. Leavitt Vote: 4 - 0

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>
Mr. Roland Skumawitz	<u>  X  </u>	<u>          </u>
Dr. Ingrid Flores	<u>  X  </u>	<u>          </u>
Mrs. Elizabeth Halikis	<u>  X  </u>	<u>          </u>
Mr. Daniel Leavitt	<u>  X  </u>	<u>          </u>

**7.6 Revised 2015/16 Parent Handbook (Attachment 7.6)**

The board will review and consider the revised 2015/16 Parent Handbook.

Staff recommendation: The City of Wildomar, the construction team and school administration have developed additional language for the handbook in an effort to clarify expectations and improve safety for Sycamore students and the community. Staff recommends approval.

*Presented by: Barbara Hale, Director/Principal*

Motion: Dr. Flores Second: Mrs. Halikis Vote: 4 - 0

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>
Mr. Roland Skumawitz	<u>  X  </u>	<u>          </u>
Dr. Ingrid Flores	<u>  X  </u>	<u>          </u>
Mrs. Elizabeth Halikis	<u>  X  </u>	<u>          </u>
Mr. Daniel Leavitt	<u>  X  </u>	<u>          </u>

**7.7 RRCSA Bylaws (Attachment 7.7)**

The board will review and consider the revised Board Bylaws.

Staff recommendation: The Bylaws have been revised to reflect the change of location and clarifying language has been added. Staff recommends approval.

*Presented by: Barbara Hale, Director/Principal*

Motion: Mrs. Halikis Second: Dr. Flores Vote: 4 - 0

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>
Mr. Roland Skumawitz	<u>  X  </u>	<u>          </u>
Dr. Ingrid Flores	<u>  X  </u>	<u>          </u>
Mrs. Elizabeth Halikis	<u>  X  </u>	<u>          </u>
Mr. Daniel Leavitt	<u>  X  </u>	<u>          </u>

**7.8 RRCSA Financial Policies (Attachment 7.8)**

The board will review and consider the revised Financial Policies.

Staff recommendation: The Financial Policies have been revised to reflect the changes in the operational structure and clarifying language has been added. Staff recommends approval.

*Presented by: Barbara Hale, Director/Principal*

Motion: Dr. Flores Second: Mrs. Halikis Vote: 4 - 0

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>
Mr. Roland Skumawitz	<u>  X  </u>	<u>          </u>
Dr. Ingrid Flores	<u>  X  </u>	<u>          </u>
Mrs. Elizabeth Halikis	<u>  X  </u>	<u>          </u>
Mr. Daniel Leavitt	<u>  X  </u>	<u>          </u>

**8.0 CONSENT CALENDAR**

Consent Calendar Items are considered routine and may be enacted by a single motion.

**8.1 Approval of the Minutes: June 15, 2015 (Attachment 8.1)**

**8.2 Approval of the Check Register for June and July 2015 (Attachment 8.2)**

**8.3 Job Description for Executive Director/Principal (Attachment 8.3)**

**8.4 Job Description for Administrative Assistant (Attachment 8.4)**

**8.5 Job Description for Records Clerk (Attachment 8.5)**

Motion: Mrs. Halikis Second: Dr. Flores Vote: 4 - 0

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>
Mr. Roland Skumawitz	<u>  X  </u>	<u>          </u>
Dr. Ingrid Flores	<u>  X  </u>	<u>          </u>
Mrs. Elizabeth Halikis	<u>  X  </u>	<u>          </u>
Mr. Daniel Leavitt	<u>  X  </u>	<u>          </u>

**9.0 INVITATION TO ADDRESS THE BOARD, CLOSED SESSION ITEMS:**

Comments should be limited to 3 minutes. Unless an item has been placed on the published agenda in accordance with the Brown Act, there shall be no action taken, nor should there

be comments on, responses to, or discussion of a topic not on the agenda. The Board members may (1) acknowledge receipt of information/report; (2) refer to staff with no direction as to action or priority; or (3) refer the matter to the next agenda.

**10.0 CLOSED SESSION:** Adjourn to closed session at 6:54 pm.

**10.1 Conference with Legal Counsel – Anticipated Litigation (Significant Exposure pursuant to subdivision (b) of Government Code Section 54956.9)**

**11.0 RECONVENE OPEN GENERAL SESSION:**

The board reconvened to General Session at 7:07 pm.

<b>ROLL CALL</b>	<b>Present</b>	<b>Absent</b>
Mr. Roland Skumawitz	<u>  X  </u>	<u>          </u>
Dr. Ingrid Flores	<u>  X  </u>	<u>          </u>
Mrs. Elizabeth Halikis	<u>  X  </u>	<u>          </u>
Mr. Daniel Leavitt	<u>  X  </u>	<u>          </u>

**12.0 REPORT OUT OF CLOSED SESSION, IF APPLICABLE:**

No report.

**13.0 BOARD COMMENTS:**

No comments.

**14.0 ADJOURNMENT**

Motion: Mrs. Halikis    Second: Mr. Leavitt    Vote: 4 - 0

<b>ROLL CALL</b>	<b>Present</b>	<b>Absent</b>
Mr. Roland Skumawitz	<u>  X  </u>	<u>          </u>
Dr. Ingrid Flores	<u>  X  </u>	<u>          </u>
Mrs. Elizabeth Halikis	<u>  X  </u>	<u>          </u>
Mr. Daniel Leavitt	<u>  X  </u>	<u>          </u>

The meeting was adjourned at 7:11 pm.



