

RIVER SPRINGS CHARTER SCHOOL

I. Educational Program Description

This charter school shall be known as River Springs Charter School (hereafter "RSCS") (formerly known as Eagles Peak- Inland Empire). RSCS is a parent choice school where the community is the classroom. Our mission is to foster the innate curiosity of our students, empower their parents and promote optimum learning by collaboratively developing a personalized learning program for each student.

RSCS will be open to all students in grades K-12. RSCS will be nonsectarian in its programs, admission policies, employment practices, and all other operations. RSCS will specifically target students seeking a non-traditional educational setting. RSCS shall not charge tuition, and shall not discriminate against any pupil on the basis of ethnicity, gender, religion, national origin, ability, or disability.

Students who attend RSCS will be educated through a personalized learning (PL), goal oriented curriculum, which is developed utilizing home-based learning programs, cooperative school programs and classes, apprenticeships, community-based educational programs, group seminars, distance learning via current technology, supplemental learning projects, and current educational research. All student curricula will be subject to approval by RSCS.

RSCS will adopt, and implement, written policies relating to Independent Study as required by Education Code 51747.

51747. A school district or county office of education shall not be eligible to receive apportionments for independent study by pupils, regardless of age, unless it has adopted written policies, and has implemented those policies, pursuant to rules and regulations adopted by the Superintendent of Public Instruction, that include, but are not limited to, all of the following:

(a) The maximum length of time, by grade level and type of program, that may elapse between the time an independent study assignment is made and the date by which the pupil must complete the assigned work.

(b) The number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the best interests of the pupil to remain in independent study, or whether he or she should return to the regular school program. A written record of the findings of any evaluation made pursuant to this subdivision shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

(c) A requirement that a current written agreement for each independent study pupil shall be maintained on file including, but not limited to, all of the following:

(1) The manner, time, frequency, and place for submitting a pupil's assignments and for reporting his or her progress.

(2) The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work.

(3) The specific resources, including materials and personnel that will be made available to the pupil.

(4) A statement of the policies adopted pursuant to subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.

(5) The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one semester, or one-half year for a school on a year-round calendar.

(6) A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.

(7) The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

(8) Each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.

51747.3.

(a) Notwithstanding any other provision of law, a local educational agency, including, but not limited to, a charter school, may not claim state funding for the independent study of a pupil, whether characterized as home study or otherwise, if the agency has provided any funds or other thing of value to the pupil or his or her parent or guardian that the agency does not provide to pupils who attend regular classes or to their parents or guardians. A charter school may not claim state funding for the independent study of a pupil, whether characterized as home study or otherwise, if the charter school has provided any funds or other thing of value to the pupil or his or her parent or guardian that a school district could not legally provide to a similarly situated pupil of the school district, or to his or her parent or guardian.

(b) Notwithstanding paragraph (1) of subdivision (d) of Section 47605 or any other provision of law, community school and independent study average daily attendance shall be claimed by school districts, county superintendents of schools, and charter schools only for pupils who are residents of the county in which the apportionment claim is

reported, or who are residents of a county immediately adjacent to the county in which the apportionment claim is reported.

(c) The Superintendent of Public Instruction shall not apportion funds for reported average daily attendance, through full-time independent study, of pupils who are enrolled in school pursuant to subdivision (b) of Section 48204.

(d) In conformity with Provisions 25 and 28 of Section 2.00 of the Budget Act of 1992, this section is applicable to average daily attendance reported for apportionment purposes beginning July 1, 1992. The provisions of this section are not subject to waiver by the State Board of Education, by the State Superintendent of Public Instruction, or under any provision of Part 26.8 (commencing with Section 47600).

51747.5.

(a) The independent study by each pupil or student shall be coordinated, evaluated, and, notwithstanding subdivision (a) of Section 46300, shall be under the general supervision of an employee of the school district or county office of education who possesses a valid certification document pursuant to Section 44865 or an emergency credential pursuant to Section 44300, registered as required by law.

(b) School districts and county offices of education may claim apportionment credit for independent study only to the extent of the time value of pupil or student work products, as personally judged in each instance by a certificated teacher.

Parents who enroll their children in RSCS shall, through specific enrollment and curriculum contracts, accept primary responsibility for their children's education. RSCS will support its students and parents with appropriate educational materials, and with a team of education specialists and advisors. The RSCS Education Specialists and advisors shall advise and assist parents and students in all aspects of student education pursuant to relevant contracts.

PARENTS WHO ENROLL THEIR STUDENTS IN RSCS ACCEPT THE RESPONSIBILITY FOR THEIR STUDENTS' EDUCATION. _____

PARENTS UNDERSTAND THAT THEY ARE THE PRIMARY FACILITATORS IN THEIR STUDENTS' LEARNING PROGRAMS. _____

PARENTS HAVE THE RIGHT TO DETERMINE THE DEGREE TO WHICH THE EDUCATION SPECIALIST IS INVOLVED. _____

Each minor student and at least one parent, and each adult student, with the assistance of RSCS Education Specialists and advisors, shall design, consistent with the RSCS student standards and policies, appropriate curricula based upon the student's educational needs and objectives, and shall sign one or more contract with RSCS that clearly describes the student's individual educational goals and curriculum for each semester the student is enrolled with RSCS. All curricula shall describe the student's course(s) of study, the chosen method(s) of ascertaining competence in designated course(s) of study, and if applicable, the credit(s) the student will receive upon successfully demonstrating competence and completing the course of study.

PARENTS UNDERSTAND THAT THEY ARE THE PERSON(S); _____

- *Actually giving the assignments and instruction;**
- *Selecting the curriculum for their student(s);**
- *Evaluating (grading) their students' work;**
- *Arranging for field trips and cooperative learning classes and projects.**

THE EDUCATION SPECIALIST IS RESPONSIBLE FOR ADMINISTERING THE CHARTER AND PROVIDING EDUCATIONAL ADVICE AND ASSISTANCE AS REQUESTED BY THE PARENT FACILITATOR. _____

For purposes of this charter, "parent(s)" includes guardian(s). Any parent(s) or legally responsible entity may designate an alternate party to act in place of the parent(s). RSCS adult students do not require parental participation in educational or admission contracts, or performance evaluations.

RSCS identifies an educated person in the twenty-first century to mean a person who is literate, can understand and function sufficiently in the world around him or her, has an overview of the history of mankind in all its diversity, has an understanding of the political processes, has an ability to solve mathematical problems and to think scientifically, and has the values necessary to enhance the world in which he or she lives. This person is one who has realized his or her own special interests, talents, or abilities, whether it is in the arts, sciences, or other areas. It is the goal of RSCS to help students become educated individuals who are intrinsically motivated to learn, and who have diverse yet well-developed interests.

RSCS parents, students, and Education Specialists believe that the best learning occurs when:

- Each curriculum is tailored to an individual student's learning styles.
- One-to-one teaching is used as appropriate.
- Real life context-based learning is encouraged.
- A variety of enrichment is implemented through classroom instruction, independent learning, field trips, apprenticeships, technology, and integrated projects across the curriculum.
- Schooling is viewed as one aspect of an education.
- The entire community is our classroom.
- Learning is promoted by engaging student interests.

Goals for students and parents of RSCS include, but shall not be limited to the following:

- Optimum learning by the student will be achieved by encouraging parent involvement and support.
- Students will be active participants in their personalized learning plan with the support of RSCS staff.
- RSCS students will perform and achieve as well as or better than students in traditional California public schools.
- Students will be intrinsically motivated.
- Students will achieve competency in basic academic skills.

- Opportunities will be provided for students to explore their potential in the performing and living arts and in the use of technology
- Students will recognize and use their strongest skills and abilities and improve in areas where they are weak.

The Student Agreement that is signed by student and parent will detail the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements.

English Language Learners -

RSCS shall comply with all applicable federal and state laws concerning services and the education of English Language Learner (ELL) students. RSCS will adopt policies and procedures ensuring the:

- Identification of ELL Students;
- Development of a program designed to provide assistance to ELL students; and
- Development of appropriate evaluation standards including formalized testing procedures to identify the level of proficiency

Students with limited English proficiency will receive support services according to their needs to ensure that the instructional programs are comprehensible and understandable.

II. Measurable Pupil Outcomes (Expected School Wide Learning Results)

The measurable pupil outcomes, for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. Students will demonstrate competency in seven (7) growth area goals. The extent to which students achieve these goals is determined by mastery of the student standards:

1. Students will be effective communicators in the English language. They will:
 - Write effectively for a variety of purposes, addressing different audiences;
 - Write using grammatically acceptable English;
 - Read critically and extensively for both pleasure and information gathering;
 - Speak clearly and with confidence in formal and informal settings;
 - Listen actively and attentively to comprehend information and others' point of view;
 - Possess critical thinking and problem solving skills.

2. Students will have an overview of the history of mankind in all its diversity. They will:
 - Demonstrate appreciation for differing viewpoints and beliefs;

- Compare and contrast past and present events and situations, anticipating the future by drawing conclusions and applying the lessons of the past;
 - Apply physical and cultural geography to understand societies;
 - Understand economic principles at the personal, national and international level.
3. Students will have the ability to apply mathematical principles to solve problems. They will:
- Demonstrate their knowledge of mathematic skills, conceptual understanding, and problem solving in:
 - number and operations
 - algebra
 - geometry
 - statistics and probability
 - solve problems requiring problem formulation, implementation, and conclusion.
4. Students will understand and function in the world. They will:
- Develop physical, mental, and emotional life-long health skills emphasizing wellness and fitness;
 - Demonstrate involvement in the local community;
 - Set appropriate educational, vocational, and personal goals, developing a post-graduation plan for seeking employment and/or college admission;
 - Understand their role as an employee/employer, possess personal financial skills, and be an informed consumer;
 - Establish an effective work ethic, both in school and in the community;
 - Possess basic computer literacy skills and keyboarding skills;
 - Use technology to enhance learning options including Internet research, computer aided instruction, multimedia presentations, and communicate with others.
5. Students will have an understanding of American political processes. They will:
- Understand the structure, operations, and relationships of the federal, state, and local governments;
 - Understand the political processes and recognize the benefits of participating as an informed citizen.
6. Students will apply scientific concepts and skills to explain the world and find solutions to its problems. They will:
- Observe, order, compare, and categorize characteristics and behaviors;
 - Recognize the practical application of the sciences and technology on one another and the environment;
 - Explore the four themes of science -- energy, interactions, patterns, and change;

- Relate information and scientific theories to make inferences about unknown or unseen processes.

7. Students will recognize their unique and special talents and abilities. They will:

- Participate in a variety of activities and programs to develop their talents.

III. Methods of Measuring Student Progress

All students will achieve the student standards by graduation, but not all will progress at the same rate. Education Specialists shall consider each student’s individual abilities, interests, and talents in utilizing these measurements. RSCS shall administer the mandated state assessments and shall also meet any required state performance standards developed. RSCS shall conduct an annual evaluation of student academic performance to determine if students are achieving academic levels that are at least equivalent to or exceeding those achieved by students in similar type schools both within the County and across the state.

Additionally, student progress will be assessed through the current state mandated assessment tool(s) and a variety of the following:

- Monthly review of work,
- Annual portfolios,
- Parent, student, and Education Specialist observation,
- Norm and criterion referenced tests,
- Student demonstrations,
- Student projects,
- Student grades,
- Student work samples,
- Student self-evaluation.

PARENTS UNDERSTAND THEIR STUDENTS ARE REQUIRED TO PARTICIPATE IN THE CURRENT CALIFORNIA STATE MANDATED ASSESSMENT TOOL (MANDATORY FOR ALL CHARTER SCHOOLS). _____

IV. The Governance Structure of the School including Parental Involvement

Legal Status

River Springs Charter Schools, Inc. (RSCS, Inc.) (Formerly known as Eagles Peak-Inland Empire, Inc.) is a California nonprofit public benefit corporation. It is a stand-alone corporation and not a subsidiary of a district or other body. As outlined in Education Code section 47604(c): the authority that grants a charter to a charter school to be operated by, or as, a nonprofit public benefit corporation shall not be liable for the debts or obligations of the charter school. RCOE will be held harmless for every liability, claim or demand, which may be made by reason of the furnishing or use of any copyrighted or uncopied composition, or patented invention when such furnishing or use does not comply with County Board policy. RCOE will not be liable for any actions taken by RSCS or RSCS, Inc. Administration shall maintain comprehensive range of insurance coverage, commensurate with that of other public schools

and/or nonprofit organizations of similar type and size, to protect both itself and RCOE. Details of this policy will be outlined in a Memorandum of Understanding ("MOU") between RSCS and RCOE and a copy of this policy will be available to RCOE upon request. RSCS will act as its own fiscal agent to the fullest extent of the law. RSCS shall implement the provisions of charter school legislation and the State Department of Education directives regarding charter schools.

Conflict of Interest

A Conflict of Interest policy is in place that complies with the Political Reform Act, Government Code Sections 87000 and nonprofit corporation law, which shall apply to all board members and employees. No Board of Directors member or employee of RSCS or RSCS, Inc. can be an employee or derive direct or indirect benefit from the activities of any vendor, which the school may contract with in the future, except as, may be permitted by law. Board members shall reveal all conflicts of interest as they arise in the course of school business and shall not participate in a vote on any matters where such a conflict exists. Annual disclosure statements shall be required.

District Oversight

At any time RCOE staff will have the right to inspect and observe any part of River Springs Charter School's operations, pursuant to Education Code 47607(a)(1).

Governance

Parent and community involvement in the governance of the school is assured by virtue of their integrated participation in the Board of Directors and School Advisory Committee. RSCS, Inc will be governed pursuant to the bylaws adopted by the Board of Directors and as subsequently amended pursuant to the amendment process specified in the bylaws.

Board of Directors

The Board of Directors of RSCS, Inc shall be the governing board of RSCS and will include from 3 to 7 voting board members. The Board of Directors shall exercise final authority on all matters concerning RSCS. The governing board's major roles and responsibilities will include approving all major educational and operational policies, approving all major contracts, approving the school's annual budget, overseeing the school's fiscal affairs, approving the selection of the Executive Director, and to ensure that all provisions of Charter School legislation will be followed. The Executive Director will have the authority and responsibility of managing the day-to-day operations of the Charter School including the selection of administrative, certificated, and classified personnel. All funds generated by the charter will be expended to support the operations and purposes of the charter, and shall, in every case, be invoiced and/or receipted according to GAAP. A RCOE representative may sit as an "ex-officio" representative and as a non-voting member of the Board of Directors.

School Advisory Committee

RSCS will have a School Advisory Committee consisting of the Executive Director, parents, employees, and Board members. The Advisory Committee will provide advice and input

to the Executive Director on general school issues, fundraisers, and other charter school interests and activities

Meetings

All meetings of the Governing Board shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code), shall take place at least quarterly, and shall be held at a location within Riverside County and/or a contiguous county.

MOU

The details of the working relationship between RCOE and RSCS will be delineated in a financial memorandum of understanding (MOU).

V. Qualifications to Be Met By Individuals to Be Employed By the Charter

All charter school students are assigned to an Education Specialist who shall hold a California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. RSCS may hire additional certificated and non-certificated personnel to assist in providing supplementary instruction, management, and support services. All staff of RSCS will have the necessary qualifications, skills, experience, and credentials to fulfill their job description. These documents and job descriptions shall be maintained on file at RSCS and shall be subject to periodic inspection by RCOE.

All employees of RSCS are at-will employees. All at-will employees may be terminated with or without cause. RSCS will implement a fair and equitable employee discipline process and will comply with Education Code 47611.5

RSCS will require all teachers of core academics to satisfy all State Board of Education requirements.

RSCS will meet the requirements and regulations associated with Federal guidelines as applicable to California charter schools.

VI. Health and Safety of Pupils and Staff

RSCS will adopt and implement a comprehensive set of health, safety, and risk management policies and procedures including the following:

- A requirement that all enrolling students and staff provide records documenting immunizations to the extent required for enrollment in non-charter public schools
- School-wide training at each Learning Center in response to natural disasters and other emergencies, including civil unrest, fires, and earthquakes
- Training for staff relating to preventing contact with blood-borne pathogens
- Requiring that instructional and administrative staff receive training in emergency response, including appropriate “first responder” training or its equivalent
- Identification of specific staff who will be trained in the administration of prescription drugs and other medicines

- A policy that the school functions as a drug, alcohol, and tobacco free workplace
- A requirement that each person employed by or at the school to submit to a criminal background check and furnishes a criminal record summary as required by Education Code Sections 44237, 45122.1 and 45125.1. The Charter School will not employ any person who has been convicted of a violent or serious felony except as otherwise provided by law. (Education Code 44830.1)
- Establish child abuse reporting protocols that conform to current law.

PARENTS UNDERSTAND THAT RSCS COMPLIES WITH ALL APPLICABLE LAWS CONCERNING IMMUNIZATIONS, HEALTH AND SAFETY, CHILD ABUSE REPORTING, AND ALL RELATED ISSUES FOR BOTH EMPLOYEES AND STUDENTS.

- RSCS shall require tuberculosis screenings of employee candidates and employees every four (4) years.
- These policies and procedures will be incorporated as appropriate into the school's student and staff handbooks and will be reviewed on an ongoing basis in the school's staff development efforts and governing board policies.

VII. Racial and Ethnic Balance

The Charter School will actively seek to match the racial and ethnic backgrounds of pupils enrolled in RCOE. The Charter School will solicit information and data from RCOE that profiles the percentages of racial/ethnic students in the county. An open enrollment policy and active recruitment will target the under-represented minorities. However, enrollment will not be limited to under-represented minorities. Recruitment will include:

- Development of promotional and information material that appeals to the racial and ethnic groups represented in RCOE
- Distribution of promotional and informational materials to a broad variety of community groups and agencies
- Outreach meetings for prospective students and parents

VIII. Student Admission Requirements

RSCS will actively recruit a diverse student population from Riverside and surrounding areas eligible for enrollment under charter school law. Students admitted to the Charter School must understand and value the school's mission and be committed to the school's instructional and operational philosophy. Admission to the Charter School shall be open to any resident of Riverside County or the contiguous counties. Prospective students and their parents will be briefed regarding the Charter School's instructional and operational philosophy and will be informed of any student-related policies and parent participation requirements. The Charter School will establish an annual recruiting and admissions cycle, which shall include: (1) outreach and marketing, (2) orientation sessions for parents and students, (3) an admissions application period, 4) an admissions lottery if necessary, and (5) enrollment.

The nature of Personalized Learning (PL) allows for a great deal of flexibility in time management and instructional options without regular teacher supervision. Students who enroll in PL must be properly motivated and have adequate home supervision. To ensure that students and parents clearly understand these requirements, all prospective students will undergo a pre-enrollment orientation and application process

RSCS may enroll students from a wide geographic area that includes Riverside, San Diego, Imperial, Orange, and San Bernardino Counties. Small group classes and learning activities are available in all locations. A separate lottery and waiting list may be developed for impacted attendance areas.

In the event that the number of students seeking admission exceeds capacity, priority in admissions may be granted to siblings of current students, children of staff, and residents of RCOE.

Students will be considered for admission without regard to ethnicity, national origin, gender, and disability or achievement level.

Admission will not be determined according to the place of residence of the student or parents. Prior to admission, all parents must sign annual parent/student contracts regarding the Charter School outcomes, philosophy, program, and any other applicable requirements. All students continued enrollment shall depend upon fulfilling the terms of the annual parent/student contract.

In the event that the number of students who wish to attend the Charter School exceed the Charter School's capacity, a lottery system will be used to determine those selected to attend. Admission preference will be given to siblings of current students and to those students residing within RCOE's boundaries.

RSCS shall comply with all laws establishing minimum and maximum age for public school attendance.

IX. Audit of Financial Operations

RSCS will contract with an independent auditor to conduct an annual audit of the Charter School's financial affairs. The audit will verify the accuracy of Charter School's financial statements and reporting practices. The audit will be conducted in accordance with generally accepted accounting principles applicable to public schools and in compliance with the audit provisions of the charter and the Charter Schools Act.

The School Governing Board will review any audit exceptions or deficiencies and determine the means for resolving any such exceptions or deficiencies. Audit exceptions must be resolved to the satisfaction of the RCOE Governing Board.

Audit reports will be completed and available for review by the school members and the public and submitted to the RCOE Board of Trustees (hereafter "Board of Trustees") by December 15 of each year. All audit exceptions and deficiencies will be resolved as determined by state law. Procedures and/or processes that caused the exceptions and/or deficiencies will be

modified to meet the auditor's specifications and such modifications will be sent to the Board of Trustees within three (3) months of the auditor's report.

RSCS will comply with the provisions sited in Education Code 47604.3 regarding financial reporting and accountability. Also, as outlined in the Code section, RSCS shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records, from its chartering authority or from the Superintendent of Public Instruction and shall consult with the chartering authority or the Superintendent of Public Instruction regarding any inquiries.

X. Suspension, Expulsion, and Student Disciplinary Procedures

While RSCS supports individuality and growth, it has rules to function effectively. RSCS must provide students, parents, school personnel, and the public with a clear description of the minimum standards of behavior for all students. Ultimately, the RSCS Board and Executive Director defines appropriate student conduct and presents a range of response for use by school personnel to address individuals who exhibit inappropriate behavior.

RSCS will adopt and implement a comprehensive student/parent handbook. All families will receive a copy of this handbook upon adoption and annually, thereafter.

RIVER SPRINGS CHARTER SCHOOL SUSPENSION AND EXPULSION POLICY

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Staff shall enforce disciplinary rules and procedures fairly and consistently amongst all students. This Policy and its Administrative Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, the use of alternative educational environments, suspension and expulsion.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, or willfully causing the infliction of, physical pain on a student. For purposes of the policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Principal shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Administrative Procedures are available on request at the Principal's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities in Education Act ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (Section 504) is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. The School will follow Section 504 of the Rehabilitation Act, Individuals with Disabilities in Education Act (IDEA), the Americans with Disabilities Act (ADA) of 1990 and all federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. As applicable, these procedures may include but are not limited to a behavior intervention plan, a functional behavioral assessment, and a manifestation determination to consider whether the behavior is a manifestation of the disability; and whether the student was appropriately placed at the time the behavior occurred. No student with exceptional needs may be expelled or be suspended for more than 10 days consecutively or receive a series of suspensions which combined would be considered a change of placement unless the behavior is not a manifestation of the disability and the student was properly placed at the time the behavior occurred.

Administrative Procedures For Pupil Suspension And Expulsion

A. Definitions (as used in this policy)

1. "Board" means governing body of the Charter School.
2. "Expulsion" means disenrollment from the Charter School.
3. "School day" means a day upon which the Charter School is in session or weekdays during the summer recess.
4. "Suspension" means removal of a pupil from ongoing instruction for adjustment purposes. However, "suspension" does not mean the following:

- a. Reassignment to another education program or class at the charter school where the pupil will receive continuing instruction for the length of day prescribed by the Charter School Board for pupils of the same grade level.
 - b. Referral to a certificated employee designated by the Principal to advise pupils.
 - c. Removal from the class but without reassignment to another class for the remainder of the class period without sending the pupil to the Principal or designee.
5. "Pupil" includes a pupil's parent or guardian or legal counsel or other representative.
 6. "School" means the Charter School.

B. Grounds for Suspension and Expulsion of Students

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

A mandatory expulsion will take place for any student in possession of firearms, pursuant to Education Code 48915(c)(1).

C. Enumerated Offenses

Students may be suspended or expelled for any of the following acts when it is determined the pupil:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense.
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal/Administrator or designee's concurrence.

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

preventing that student from being a witness and/or retaliating against that student for being a witness.

16. Made terrorist threats against school officials and/or school property.
17. Committed sexual harassment.
18. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
19. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder, and invading student rights by creating an intimidating or hostile educational environment.

The above list is not exhaustive and depending upon the offense, a pupil may be suspended or expelled for misconduct not specified above.

Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned school activities.

D. Suspension Procedure

Suspensions shall be initiated according to the following procedures.

1) Informal Conference

Suspension shall be preceded, if possible, by an informal conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practicable, the teacher, supervisor or school employee who referred the student to the Principal.

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

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense.

This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason, including, but not limited to incarceration or hospitalization.

No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2) Notice to Parents/Guardians

At the time of the suspension, a School employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3) Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion shall not exceed five (5) consecutive school days per suspension.

Upon a recommendation of expulsion by the Principal, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Principal upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

E. Authority to Expel

A student may be expelled either by the Board following a hearing before it or by the Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Panel should consist of at least three members. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

F. Expulsion Procedures

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

The expulsion hearing will be presided over by the Board President or the chair of the Administrative Panel. In the event a Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session unless the pupil makes a written request for a public hearing three (3) days prior to the hearing.

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

- 1) The date and place of the expulsion hearing;
- 2) A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
- 3) A copy of the School's disciplinary rules which relate to the alleged violation;
- 4) Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
- 5) The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or an advocate;
- 6) The right to inspect and obtain copies of all documents to be used at the hearing;
- 7) The opportunity to confront and question all witnesses who testify at the hearing;
- 8) The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay, and sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

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

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

I. Written Notice to Expel

The Principal or designee following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's findings of fact, to the student or parent/guardian. This notice shall include the following:

- 1) Notice of the specific offense committed by the student..
- 2) Notice of any right to appeal the expulsion to the District Board of Education. If this Board will not hear such appeals, the Charter School may establish a new panel of retired or current school administrators or teachers who are not related to the Charter School to hear expulsion appeals but who will follow the expulsion appeal procedures outlined in Education Code Sections 48921-48924.

- 3) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the School.

The Principal or designee shall send written notice of the decision to expel to the Student's District of residence and the County Office of Education.

This notice shall include the following:

- a) The student's name
- b) The specific expellable offense committed by the student.

J. Disciplinary Records

The School shall maintain records of all student suspensions and expulsions at the School. Such records shall be made available for the Chartering Agency's review upon request.

K. Expelled Pupils/Alternative Education

Pupils who are expelled shall be responsible for seeking alternative education programs including but not limited to programs within the County or their school district of residence.

L. Rehabilitation Plans

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

M. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Principal and the pupil and guardian or representative, to determine whether the pupil has successfully completed the

rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the School's capacity at the time the student seeks readmission or admission.

N. **Discipline of Special Education Students:** There are three non-exclusive avenues for discipline of special education students:

1. Student engages in behavior that impedes his or her learning or that of others.
 - A. IEP team considers whether Student's behavior is such that it impedes Student's or other's learning and, if it does, develops and implements, as part of Student's IEP, a support plan or strategies that address student's disruptive behavior with positive interventions.
 - B. Student's behavior continues to be disruptive and Student's Parents, teachers, or others express concerns about Student's inappropriate behavior.
 - C. IEP team develops an assessment plan and conducts a functional behavioral assessment (FBA).
 - D. IEP team develops and implements a behavioral intervention plan (BIP), based on the results of the FBA, which becomes part of Student's IEP, specifying the inappropriate or disruptive behaviors that are to be targeted and the interventions that are to be used when Student engages in the inappropriate or disruptive behaviors.
2. Student engages in behavior that is self-injurious, assaultive, or causes serious property damage that has become maladaptive and pervasive, for which the previous strategies, supports, and behavioral interventions are ineffective; or Student engages in behavior that is unpredictable and spontaneous and which poses clear and present danger of serious physical harm to Student or others, for which the previous strategies, supports, and behavioral interventions are ineffective, and emergency interventions are used
 - A. IEP team determines it is necessary to conduct a functional analysis assessment (FAA) that complies with State regulatory requirements and also determines whether it is necessary to develop and implement an interim BIP
 - B. IEP team determines it is necessary, based on the FAA, to develop and implement a BIP that complies with State regulatory requirements and is specified in Student's IEP
3. Student engages in behavior that constitutes grounds for disciplinary action under State and District laws, regulations, or policies that requires removal from school for more than 10 consecutive school days, i.e., expulsion or removes a student with a disability from his or

her current educational placement for more than ten (10) school days total within a school year, a series of which may constitute a “pattern.”

- A. School District decides to suspend Student and to recommend his or her expulsion
- B. Student’s Parents must be notified immediately, on the day the decision to take disciplinary action is made, and provided with procedural safeguards notice.
- C. IEP team meets within 10 school/business days after Student has been removed (suspended) from school for the subject behavior:
 - IEP team conducts a manifestation determination, an inquiry into the relationship between Student’s disability and the behavior subject to disciplinary action.
 - AT the same time, if Student already has a BIP, the IEP team reviews and modifies the plan and its implementation, as necessary, to address the behavior.
 - If Student does not have a BIP already in place, the IEP team develops an assessment plan, for either an FBA (Federal law) or FAA (State law), depending on the nature of the behavior involved.
 - IEP team meets again after the assessments called for in the assessment plan are completed to develop and implement an appropriate BIP to address the subject behavior.
- D. IEP team determines that the subject behavior is not a manifestation of Student’s disability.

The IEP team and other qualified personnel may determine that the student’s behavior was not a manifestation of the student’s disability only if they:

- Consider all relevant information in terms of the behavior subject to disciplinary action, including:
 - Evaluation and diagnostic results and other relevant information supplied by the student’s parents;
 - Observations of the student; and
 - The student’s IEP and placement; and then Determine that:
 - As related to the behavior subject to disciplinary action, the student’s IEP and placement were appropriate and
 - the special education services, supplementary aids and services, and behavior intervention strategies were provided consistent with the student’s IEP and placement;

- The student’s disability did not impair his or her ability to understand the impact and consequences of the subject behavior; and
- The student’s disability did not impair his or her ability to control the subject behavior.

If the IEP team and other qualified personnel determine that any of these standards were not met, the subject behavior must be considered a manifestation of the student’s disability. Generally speaking, no change of placement beyond a 10 day suspension is allowed unless the School undertakes the following:

- If the student poses a danger to his or her own safety or to the safety of others:
 - School may file for an expedited due process hearing with the Special Education Hearing Office to obtain an order from the hearing officer changing the students’ placement to an “appropriate interim alternative educational setting “up to 45 days;
 - School may file for an injunction or restraining order filed in Federal or State Court to bar the student from attending school. The School must show that the child in his or her current placement is substantially likely to result in injury to herself or to other to be successful.

E. As long as the behavior is not a manifestation of the student’s disability, Student is subject to disciplinary action, including expulsion, to the same extent that all students are who engage in the same behavior

F. Student must be provided with FAPE even subsequent to expulsion.

EPSC/IE understands that RCOE will not be involved in disciplinary matters relating to the Charter School’s operations and/or activities.

PARENTS UNDERSTAND THAT STUDENTS WHO FAIL TO DEMONSTRATE ACCEPTABLE PROGRESS TOWARD RSCS’S STUDENT STANDARDS OR WHO ARE TRUANT FOR TWO CONSECUTIVE LEARNING PERIODS WILL BE DISMISSED FROM THE SCHOOL. _____

XI. STRS, PERS, and Social Security Participation

All employees leaving the RCOE to work at RSCS shall enjoy the same employee benefits as all other employees of RSCS with similar job classifications. Employees of RSCS shall participate in State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and/or Social Security depending upon eligibility with the corresponding agency.

XII Student Attendance Alternatives

Attendance at this Charter School is entirely voluntary on the part of the students who enroll. If a student chooses not to attend this charter, they have the option of attending a public school in their district of residence.

XIII. Return Rights of District Employees

Persons employed by RSCS are not considered employees of RCOE for any purpose whatsoever. Employees of RCOE who resign from employment to work at RSCS and who later wish to return to RCOE shall be treated the same as any other former RCOE employee seeking reemployment.

XIV. Procedures for Resolving Disputes Relating to Provisions of the Charter

Any dispute between the Charter School, RSCS, Inc. and RCOE (collectively "the Parties") shall be resolved in accordance with the following procedure. The term dispute means any alleged violation, misinterpretation, or misapplication of a specific provision of this Charter or the MOU between the Parties, which does not constitute a severe and imminent threat to the health and safety of pupils. The Parties will first attempt to resolve disputes between the Charter School, RSCS, Inc and/or RCOE by discussion and agreement between the RCOE Superintendent or designee, a representative of the Charter School Governing Board, and a representative of the Charter School. If the parties are unable to reach agreement, the dispute may be referred to nonbinding mediation before a single neutral mediator. A request for mediation shall be in writing and must be received by the parties no later than fourteen (14) calendar days from the date the parties last met to discuss the dispute and attempted to reach agreement. A request for mediation shall succinctly state the nature of the dispute and the relevant provisions of the Charter and/or MOU. The mediator shall be selected by mutual agreement from a list of mediators provided by the American Arbitration Association or other mutually acceptable alternative dispute resolution service. The mediation shall commence within thirty (30) calendar days from the date of receipt of the request for mediation, unless extended by mutual agreement for the convenience of the parties and/or mediator. The costs of mediation shall be born equally by all of the parties. No party shall commence any action in connection with a dispute under this Charter or an MOU without exhausting this dispute resolution procedure.

If the non-binding arbitration result is not mutually agreeable, both Parties will have been deemed to have "exhausted their administrative remedies" and may pursue other legal options for resolution.

RSCS is aware that the County Board of Education's discretion to revoke the charter is not proscribed by the requirement to participate in the dispute resolution process.

XV. Declaration of Collective Bargaining Issues and Sole Employer:

Persons employed by the Charter School, with the two above noted exceptions identified in elements XIII and XIV, are considered employees of the Charter School for all purposes. The Charter School shall be deemed the exclusive public school employer for the purposes of the Educational Employment Relations Act (Gov. Code §§ 3540, et seq.).

Upon written agreement between RCOE and RSCS, an employee of RCOE may be designated as “on loan” to the Charter School. An “on loan” employee shall remain as an employee of RCOE with all attendant rights and privileges.

The school will adopt and implement a comprehensive Employee Policy Manual that will be distributed to all employees upon adoption and annually thereafter.

XVI. Charter School Closure and Disposition of Assets

In the event that RSCS decides to cease operations, the following procedures will ensue:

- a) The Charter School Governing Board shall adopt resolutions electing to dissolve the School and the nonprofit corporation;
- b) The Charter School Governing Board shall set aside a cash reserve for the payment of estimated expenses, taxes, unascertained or contingent liabilities, and expenses and costs of distribution of assets, and dissolution;
- c) A final audit will occur and financial statements for the Charter School’s three most recent accounting periods will be made available;
- d) All assets shall be accounted for and determined by the Charter School’s Governing Board to be distributed to RCOE or to another public agency;
- e) All student records will be transferred to RCOE and/or temporary “close-down” headquarters for the Charter School;

The Governing Board will designate a School employee(s) to remain on the payroll of the Charter School beyond the Charter School’s closing for the purpose of overseeing the transfer of student records, distribution of assets, as well as matters directly related to the close-down procedures.

XVII. Revision/Amendments of the Charter

This Charter School Petition may be amended by the written mutual agreement of RSCS’s Board of Directors and the RCOE Board of Trustees. Material revisions to the charter may be made only with County Board of Education approval and shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 (Education Code 47607)

Expansion of the charter school beyond the initial configuration described in the petition, either by adding grade levels, or adding new school sites must be formally approved by the County Board of Education prior to implementation. Any amendment to the charter must be presented to the County Board Of Education for approval.

XVIII. Term of the Charter

The term of this Charter shall be five years and may be renewed for subsequent five-year terms by the RCOE Board of Trustees. The RCOE Board of Trustees must act to renew or not renew this Charter no later than six (6) months prior to the date this Charter expires.

XIX. Revoking the Charter

The RCOE Board of Trustees may revoke the Charter if any of the following apply:

- RSCS committed a material violation of any of the conditions, standards, or procedures set forth in the Charter or MOU.
- RSCS failed to meet or pursue any of the pupil outcomes identified in the Charter.
- RSCS failed to meet generally accepted accounting principles or engaged in fiscal mismanagement.
- RSCS violated any provision of law.

XX. Additional Considerations

Details of any business or administrative services, special education services, costs and funding between RCOE and RSCS shall be detailed in the MOU.

In the event of changes to state law or regulations applicable to charter schools enacted subsequent to granting this Charter that are inconsistent with the terms of this Charter, the parties agree to amend this Charter and any applicable MOU provisions to accord with any such changes.

RSCS shall serve the needs of disabled pupils by complying with applicable state and federal laws and regulations prohibiting discrimination against, and requiring a free appropriate public education be provided to, children with disabilities.

In the event the Charter School, at its election, presents verifiable written assurances during the term of this Charter that the Charter School will participate as an Lead Education Agency (LEA) in a special education local plan approved by the State Board of Education, the parties agree to amend this Charter and any applicable MOU provisions to enable the Charter School to do so.

RSCS will establish learning centers within the following districts located in Riverside County:

Alvord: To be determined

Corona-Norco: To be determined

Desert Sands: Palm St. Learning Center (44-700 Palm Street/ Indio, CA 92201)

Hemet: Hemet Learning Center (105 North Grand/ Hemet, CA 92544)

Jurupa: Jurupa Valley Learning Center (7250 Mission Blvd./ Riverside, CA 92509)

Lake Elsinore: To be determined

Moreno Valley: To be determined

RUSD: Riverside Learning Center (2951 Central Avenue/ Riverside, CA 92506)

Riverside Learning Center 9-12 (8223 California Avenue/ Riverside, CA 92504)

Temecula Valley: Wildomar Learning Center (21465 Palomar St/ Wildomar, CA 92595)

Temecula Learning Center (26770 Ynez/ Temecula, CA 92591)

All of the identified School Districts have been sent notices of intent.

XXI Special Education

Special Education Portion River Springs Charter School Petition Presented to Riverside County SELPA

SPECIAL EDUCATION

District Oversight:

River Springs Charter School shall assure that a free appropriate public education (FAPE) is provided for all children with disabilities attending River Springs Charter School in accordance with Education Code § 56000 et seq., the Individuals with Disabilities Act 20 U.S.C. Chapter 33 as a Local Education Agency with the Riverside County SELPA in Riverside County. River Springs Charter School shall comply with all requirements of the Riverside County SELPA Local Plan. A full continuum of special education programs and related services shall be provided by River Springs Charter as required by an individual student's Individualized Education Plan (IEP). No student otherwise eligible to enroll in River Springs Charter School will be denied enrollment due to a disability, or the school's inability to procure necessary special education services.

River Springs Charter School shall assume responsibility for compliance with Section 504 of the American with Disabilities Act (ADA).

The Riverside County SELPA's responsibility will include, but not necessarily be limited to the following:

1. Receive all applicable special education funds as specified in the Riverside County SELPA funding allocation plan and distribute said funds for the charter school's special education program/operations in accordance.
2. Represent the interests of the River Springs Charter School on the Riverside County governance structure;
3. Provide oversight with the River Springs Charter School to ensure all eligible students enrolled in the charter school are appropriately referred, assessed, and served in a timely manner;
4. Cooperate with the River Springs Charter School in the resolution of special education complaints, mediation, due process hearings, and legal actions.

Charter School Responsibilities:

River Springs Charter School will deliver required and appropriate special education services to students enrolled in River Springs Charter School unless other agreements have been reached between the Riverside County SELPA and River Springs Charter School (and agreed to verbally and in writing). These services shall include:

1. Child find;
2. Initial, annual and triennial evaluations;
3. IEP development;
4. Service delivery for all provisions as delineated on students' IEPs, and River Springs Charter School is solely responsible for providing special education services. A district, in which a student physically resides, is not responsible for providing special education services to any youngster enrolled in River Springs Charter School;
5. Special education transportation as indicated on IEPs;
6. Due process/compliance proceedings, and related attorney fees;
7. Inter and intra/SELPA permits (in accordance with Riverside County SELPA policies and procedures);
8. Nonpublic school/agency placements; and,
9. Submit all required reporting, filings, etc. to fully comply with the Riverside County SELPA and California State Department of Education (CDE) requirements.

Provisions for, and Compliance of, Special Education Services:

Referral Process:

River Springs Charter School shall maintain a Student Study Team (SST) process which provides a venue for parents, teachers, key school personnel, or other interested persons to systematically review and make suggestions about student performance. During an SST meeting, the team will address concerns centered on a student's:

- Academic progress
- Social/Emotional development
- Physical limitations, or
- Behavioral history

Students shall be referred to SST only when their individual needs interfere with school performance, and cannot be met through modifications within the general education / home-school setting (federal and state mandates require general education resources and services be exhausted *before* the SST refers a student for special education testing). Objective and complete data will be collected during an initial SST referral to enable appropriate recommendations for each student are made (i.e.: work samples, cumulative record review, CAT-6 test scores and health history).

River Springs Charter School utilizes the Pre-Referral Intervention Manual [PRIM]; (Hawthorne Educational Services Inc., 1993) to document accommodations, modifications, and curricular strategies provided to parents and general education staff. At all SST meetings, members are assigned responsibilities for monitoring the success of the strategies offered. A follow-up date is scheduled to review the progress of the proposed strategies. In most cases, sufficient progress is noted at the follow-up meeting, and more restrictive interventions are not warranted. If progress is not noted, the SST may refer the student for special education assessment. A formal request from a parent to assess a child for special education supersedes the SST process, and an Assessment Plan will be generated within fifteen (15) calendar days following the receipt of a written request.

Interim Placement and IEP Development:

River Springs Charter School adheres to the legal mandates outlined in Education Code § 56000 et seq., the Individuals with Disabilities Act 20 U.S.C. Chapter 33. As such, when a student with an active IEP transfers to River Springs Charter School, s/he is provided an interim special education placement, and a new IEP will be written on the corresponding Riverside County SELPA forms within 30 days (Education Code, Section §56325).

The IEP team is comprised of the parent (and/or their requested representative[s]), a general education teacher familiar with the student's work, any special education personnel who will be working with the student, an administrative representative, and when appropriate the student (Transition Planning, etc). The director of special education or designee will act as the charter school's administrative representative, and facilitate IEP meetings. Based upon areas of need, goals and objectives and frequency/duration of services are designed to maximize educational benefit for the student. Annual goals and short-term objectives are developed based upon California Grade Level Standards and Frameworks. Progress is periodically monitored, and written documentation of progress toward meeting annual goals is provided to parents as frequently as their general education counterparts.

Initial and Triennial Assessments

When students require an initial evaluation to determine if they meet eligibility requirements to receive special education, the charter school's special education office will generate a referral for special education; monitor all legal timelines; develop an assessment plan (offering testing in all areas of suspected area of disability [EC §56040 through §56344]; coordinates qualified personnel to provide the required testing [EC §56320]; distribute written assessment reports to the parent prior to the IEP meeting [EC §56327]; generate an IEP meeting notices [EC §56195.8]; develop and facilitate the IEP meeting [EC §56345]; and distribute copies of the IEP to appropriate personnel [EC §56347]. As requested, the Riverside County SELPA will be

provided duplicate copies of all IEPs for purposes of monitoring compliance, and gathering CASEMIS data.

At least once every three years, a student is reassessed to determine their continued eligibility to receive special education services [EC §56301 and EC §56381]. The identical process used during an initial evaluation is replicated at each triennial reevaluation. Following any initial or triennial assessment, if a student has a documented learning or related disability, but does not meet other eligibility requirements for special education, a 504 Accommodation Plan is offered, and if accepted, developed at the IEP Team meeting.

Identification of Bilingual Special Education Students:

Before a second language student is referred for special education, their level of English proficiency is determined to insure their acquisition of language skills is not the reason for lower academic performance. Personnel fluent in a student's native language and familiar with their native culture participate during the Student Study Team process, and during the referral, assessment, and identification processes for determining the eligibility special education.

The LEP/FEP status of a student is used to determine the language he/she will be assessed in when a formal referral to special education is made. Bilingual personnel translate during IEP meetings, and available to transcribe all written documents (assessment reports, IEP forms, Parent Rights and Procedural Safeguards, etc) when requested by a parent. At all IEP meetings involving second language learners, the IEP and Team Notes document whether eligible students will be provided special education services in their L-1 (primary) or L-2 (secondary) language. All goals and objectives for bilingual students are developed in collaboration with BCLAD general education staff to insure linguistically appropriate goals and objectives are developed, and that the student's language acquisition needs are taken into account when the IEP was developed.

River Springs Charter School has hired a bilingual special education coordinator, psychologist, speech therapist, and resource specialist to meet the needs of our bilingual special education students. If native speaking personnel cannot be recruited in a specific special education field (i.e. occupational or physical therapy), bilingual staff members are teamed with CLAD certified English-speaking special education personnel to assess, and deliver services outlined on the student's IEP.

Staffing, Curriculum, Service Provisions, and Student Accountability:

All special education services are provided by "highly qualified" staff as outlined in *No Child Left Behind (NCLB)* legislation. Special education services are designed to supplement general education and will not supplant other sources of federal, state, and local funds apportioned to River Springs Charter School. Identified special education students are provided accommodations to allow them access to the same core curriculum as their general education counterparts, and outlined on their IEPs.

All identified special education students are expected to participate in CAT-6 and the California High School Exit Exam (CAHSEE). If parents of special education students waive their children from standardized testing, students complete alternative norm referenced assessments to measure their annual progress.

All services, supplementary materials, or assistive devices required to access core curriculum are provided at no cost to the identified special education student. No facilities utilized for purposes of special education present any physical barrier that would limit an eligible student's full participation in the educational or extracurricular program. Differentiated or weighted grading policies or practices are not in place for identified special education students.

Disenrollment, Suspension, Expulsion:

Attendance for special education services are monitored monthly to insure identified students' access all services outlined on their IEPs. If a special education student misses two sessions in a month, River Springs Charter School special education department contacts the family. If three consecutive special education meetings with a provider are missed, an IEP meeting is called to insure the charter school's home school / independent study model remains an appropriate placement for the child, and to discuss steps the IEP team will take to carefully monitor progress that assures educational benefit for the student.

Suspension and Expulsion policies comply with all portions of Education Code § 48918. No identified special education student will be suspended for more than ten (10) school days per calendar year. No identified special education student will be expelled from River Springs Charter School without a Manifest Determination Meeting to determine if his/her disability is the cause of the misbehavior identified as the reason for the expulsion. A school psychologist is involved in all phases of expulsion proceedings, and parent/student is assured of their due process rights throughout. In cases where expulsion is recommended following the Manifest Determination Meeting, the River Springs Executive Director is notified, and the item is placed on the next Charter School's Board agenda.

Maintenance of Special Education Records:

The River Springs Charter School Special Education Department shall maintain all identified student's special education files, use appropriate forms/software, and file reports as necessary to maintain legal compliance. As mutually agreed, The Riverside County SELPA shall inspect all River Springs Charter School pupil special education files for legal compliance on a periodic basis. River Springs Charter School shall verify the accuracy of all reports and submit all reports in a timely manner.

Funding

River Springs Charter School shall serve as the Local Education Agency (LEA) for special education purposes. Riverside County SELPA shall allocate funding to River Springs Charter School for the provision of special education services in accordance with Assembly Bill (AB) 602.

River Springs Charter School will contract for special education services with qualified providers who possess appropriate special education credential(s). All expenditures associated with delivery of said special education services will be submitted for reimbursement to the Riverside County SELPA up to the limit of the special education revenue generated by the charter school each year. River Springs Charter School shall be responsible for all special education costs in excess of revenues received. The Riverside County SELPA and River Springs Charter Schoolman enter into business agreements whereby the charter school is billed for excess costs associated with providing special education services to identified students, including the administration of special education programs.

River Springs Charter School, in cooperation with the Riverside County SELPA, shall document that all state and federal special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. Such funds shall be used to supplement and not supplant other sources of federal, state, and local funds apportioned to River Springs Charter School.

River Springs Charter School may access the Riverside County SELPA funds for low incidence equipment and materials as appropriate and as specified on a student's IEP, following the existing guidelines developed within the SELPA. River Springs Charter School shall be responsible for inventory, maintenance, and training on the use of the equipment. The equipment shall remain the property of the Riverside County SELPA.

Hold Harmless

River Springs Charter School shall indemnify and hold the Riverside County SELPA harmless from and against any and all liability arising from acts or omissions related to the provision of special education services to students enrolled in the school. This indemnification shall include the legal defense of the Riverside County SELPA, its officials, employees, and against special education due process hearing requests and/or complaints to state or federal agencies. River Springs Charter School shall indemnify the Riverside County SELPA against any damages, including compensatory damages that may be awarded or agreed to for failure to provide appropriate and/or compliant special education services

Memorandum of Understanding:

At such time this charter petition is granted, representatives of the Riverside County SELPA and River Springs Charter School administration shall meet and develop a separate Memorandum of Understanding (MOU) that delineates the percentages and/or dollar amounts to be paid to the Riverside County SELPA for special education oversight, handling, and miscellaneous related charges.