



**BOARD OF GOVERNORS
REGULAR BOARD MEETING AGENDA**
Tuesday, September 14, 2021 2:00 PM

Meeting Location: Conference Call +1 888-585-9008 Conference Room ID#: 404245753

NOTICE: Individuals wishing to speak at the Board Meeting are encouraged to sign up 24 hours in advance of the meeting. Individuals wishing to speak may call (888) 628-2542 and list their names for public input during the meeting.

Meeting Called to Order at: _____ PM

Welcome and Roll Call

Board Member	Present	Absent
Delores Collins, President		
Jack Pierce, Member		

Adoption of Agenda

Board Member	Moved	Second	Aye	No	Abstain
Delores Collins					
Jack Pierce					

Approval of Minutes

8/4/21 Special Meeting

Board Member	Moved	Second	Aye	No	Abstain
Delores Collins					
Jack Pierce					

Public Comment

Members of the public may address the Board at regular meetings on agenda or non-agenda items that are within the subject matter jurisdiction of the Board, and at special meetings on agenda items only. Speakers should plan to call the indicated conference call number on the agenda and join by conference call at the beginning of the meeting at the time indicated. Speakers to items not on the agenda for action will be heard at the conclusion of the public input period. Each speaker is allowed a maximum of three minutes for his or her comments. Accommodations are made for translation and for those needing assistance. Each speaker may only make a single appearance at each Board Meeting. Exceptions are made for items labeled "Public Hearing".

Administrative Reports: Michelle Romaine and John Russell

New Business for Action

14.09.01 Approve 20-21 Unaudited Actuals

Unaudited Actuals are the annual financial report which show the fiscal picture of the school for the year. These are foundational reports for the auditors to perform their review.

Board Member	Moved	Second	Aye	No	Abstain
Delores Collins					
Jack Pierce					

14.09.02 Parent/Guardian/Student Handbook

The Handbook was designed to provide an understanding of the general rules and guidelines for attending and receiving instruction at Virtual Preparatory Academy at Lucerne.

Board Member	Moved	Second	Aye	No	Abstain
Delores Collins					
Jack Pierce					

14.09.03 Classified Employee Contract

It is recommended that the Board ratify the following employee contract.

21220001

Board Member	Moved	Second	Aye	No	Abstain
Delores Collins					
Jack Pierce					

14.09.04 Certificated Employee Contracts

It is recommended that the Board ratify the following employee contracts.

21220001, 21220002, 21220003, 21220004, 21220005, 21220006, 21220007, 21220008, 21220009, 21220010, 21220011, 21220012, 21220013, 21220014, 21220015, 21220016, 21220017, 21220018, 21220019, 21220020

Board Member	Moved	Second	Aye	No	Abstain
Delores Collins					
Jack Pierce					

14.09.05 FY21-22 Annual Adopted Budget Revisions

The process of working through the unaudited financials brought to light the need to revise the FY21-22 budget. To appropriately segment the forecast by restricted and unrestricted amounts. In addition, a clerical error in the original FY22 budget preparation was corrected.

Board Member	Moved	Second	Aye	No	Abstain
Delores Collins					
Jack Pierce					

Motion for Adjournment

Board Member	Moved	Second	Aye	No	Abstain
Delores Collins					
Jack Pierce					

Meeting adjourned at: _____ P.M.

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

14.09.01

July 1, 2020 to June 30, 2021

Charter School Name: Virtual Preparatory Academy at Lucerne
CDS #: 36750510138107
Charter Approving Entity: Lucerne Valley Unified School District
County: San Bernardino
Charter #: 1975

This charter school uses the following basis of accounting:

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

- Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 7438, 9400-9489, 9660-9669, 9796, and 9797)
- Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	596,310.94		596,310.94
Education Protection Account State Aid - Current Year	8012	12,456.00		12,456.00
State Aid - Prior Years	8019	1,782.00		1,782.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	16,288.00		16,288.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		626,836.94	0.00	626,836.94
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290		4,750.00	4,750.00
Special Education - Federal	8181, 8182			0.00
Child Nutrition - Federal	8220			0.00
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299		5,280.00	5,280.00
Total, Federal Revenues		0.00	10,030.00	10,030.00
3. Other State Revenues				
Special Education - State	StateRevSE		25,918.00	25,918.00
All Other State Revenues	StateRevAO	44,163.28	4,951.35	49,114.63
Total, Other State Revenues		44,163.28	30,869.35	75,032.63
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	86.42		86.42
Total, Local Revenues		86.42	0.00	86.42
5. TOTAL REVENUES				
		671,086.64	40,899.35	711,985.99
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	247,941.20	9,100.15	257,041.35
Certificated Pupil Support Salaries	1200			0.00
Certificated Supervisors' and Administrators' Salaries	1300	112,702.05	7,189.13	119,891.18
Other Certificated Salaries	1900			0.00
Total, Certificated Salaries		360,643.25	16,289.28	376,932.53
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100			0.00
Noncertificated Support Salaries	2200			0.00
Noncertificated Supervisors' and Administrators' Salaries	2300			0.00
Clerical, Technical and Office Salaries	2400			0.00
Other Noncertificated Salaries	2900			0.00
Total, Noncertificated Salaries		0.00	0.00	0.00

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FINANCIAL REPORT -- ALTERNATIVE FORM**

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July 1, 2020 to June 30, 2021

Charter School Name: Virtual Preparatory Academy at Lucerne

CDS #: 36750510138107

Description	Object Code	Unrestricted	Restricted	Total
3. Employee Benefits				
STRS	3101-3102	40,893.48	700.91	41,594.39
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	14,525.99	624.05	15,150.04
Health and Welfare Benefits	3401-3402	41,249.11	1,083.24	42,332.35
Unemployment Insurance	3501-3502			0.00
Workers' Compensation Insurance	3601-3602			0.00
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902			0.00
Total, Employee Benefits		96,668.58	2,408.20	99,076.78
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100			0.00
Books and Other Reference Materials	4200			0.00
Materials and Supplies	4300	2,560.73	280.00	2,840.73
Noncapitalized Equipment	4400	39,705.60	2,630.22	42,335.82
Food	4700			0.00
Total, Books and Supplies		42,266.33	2,910.22	45,176.55
5. Services and Other Operating Expenditures				
Subagreements for Services	5100	217,139.97	8,531.65	225,671.62
Travel and Conferences	5200	305.00		305.00
Dues and Memberships	5300			0.00
Insurance	5400	35,022.54		35,022.54
Operations and Housekeeping Services	5500			0.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600			0.00
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	65,091.00	10,760.00	75,851.00
Communications	5900	2,781.67		2,781.67
Total, Services and Other Operating Expenditures		320,340.18	19,291.65	339,631.83
6. Capital Outlay				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900	7,516.60		7,516.60
Total, Capital Outlay		7,516.60	0.00	7,516.60
7. Other Outgo				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438	3,884.00		3,884.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		3,884.00	0.00	3,884.00
Total, Other Outgo		3,884.00	0.00	3,884.00
8. TOTAL EXPENDITURES		831,318.94	40,899.35	872,218.29

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Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		(160,232.30)	0.00	(160,232.30)
D. OTHER FINANCING SOURCES / USES				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699	(217,750.15)		(217,750.15)
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			0.00
4. TOTAL OTHER FINANCING SOURCES / USES		217,750.15	0.00	217,750.15
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		57,517.85	0.00	57,517.85
F. FUND BALANCE / NET POSITION				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	(58,412.32)		(58,412.32)
b. Adjustments/Restatements	9793, 9795	34,448.81		34,448.81
c. Adjusted Beginning Fund Balance /Net Position		(23,963.51)	0.00	(23,963.51)
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		33,554.34	0.00	33,554.34
Components of Ending Fund Balance (Modified Accrual Basis only)				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
3. Components of Ending Net Position (Accrual Basis only)				
a. Net Investment in Capital Assets	9796	15,033.20		15,033.20
b. Restricted Net Position	9797			0.00
c. Unrestricted Net Position	9790A	18,521.14	0.00	18,521.14

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Charter School Name: Virtual Preparatory Academy at Lucerne

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Description	Object Code	Unrestricted	Restricted	Total
G. ASSETS				
1. Cash				
In County Treasury	9110			0.00
Fair Value Adjustment to Cash in County Treasury	9111			0.00
In Banks	9120	369,091.16		369,091.16
In Revolving Fund	9130			0.00
With Fiscal Agent/Trustee	9135			0.00
Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200	277,388.71		277,388.71
4. Due from Grantor Governments	9290			0.00
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	6,659.73		6,659.73
7. Other Current Assets	9340			0.00
8. Capital Assets (accrual basis only)	9400-9489	15,033.20		15,033.20
9. TOTAL ASSETS		668,172.80	0.00	668,172.80
H. DEFERRED OUTFLOWS OF RESOURCES				
1. Deferred Outflows of Resources	9490			0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
I. LIABILITIES				
1. Accounts Payable	9500	407,929.40		407,929.40
2. Due to Grantor Governments	9590	101,693.06		101,693.06
3. Current Loans	9640			0.00
4. Unearned Revenue	9650			0.00
5. Long-Term Liabilities (accrual basis only)	9660-9669	124,996.00		124,996.00
6. TOTAL LIABILITIES		634,618.46	0.00	634,618.46
J. DEFERRED INFLOWS OF RESOURCES				
1. Deferred Inflows of Resources	9690			0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
K. FUND BALANCE /NET POSITION				
Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2) (must agree with Line F2)		33,554.34	0.00	33,554.34

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14.09.01

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

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

1. Federal Revenue Used for Capital Outlay and Debt Service

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

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

2. Community Services Expenditures

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

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

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FINANCIAL REPORT -- ALTERNATIVE FORM
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14.09.01

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

Results of this calculation will be used for comparison with 2019-20 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2022-23.

a. Total Expenditures (B8)	872,218.29
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]	10,030.00
c. Subtotal of State & Local Expenditures [a minus b]	862,188.29
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total]	11,400.60
TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e]	\$ 850,787.69



Virtual Preparatory Academy at Lucerne
Parent/Guardian and Student Handbook
2021-2022

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Welcome to Virtual Preparatory Academy at Lucerne

Welcome!

We are happy you have chosen Virtual Preparatory Academy at Lucerne as your school of choice. We understand that as a parent/guardian and learning coach, you want the best for your child's education. At Virtual Prep Academy, we strive to inspire learning, engage students and families, and support a personalized learning experience throughout your student's educational career.

We believe that student success is best achieved when a team of caring and committed adults at school and at home share an educational vision and work together. Our teachers and advisors are committed to helping your student start strong, stay strong, and succeed throughout their school experience. Adapting to online schooling takes time and you may face challenges, but we are here to help you and your student during this transition. We offer support through live instructional sessions, teacher office hours, and regular communication to ensure you have a successful school year.

Regards,

Michelle Romaine
Head of School

VPrep Lucerne 2021-2022

July 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					






February 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

-  holiday (no school)
-  first/last day
-  Professional Development
-  non-student teacher workday
-  semester end/semester start

VPA @ Lucerne Faculty

We believe that a collaborative relationship between you and your teacher is a vital component to the overall success of every student. Your teacher has a wealth of knowledge and thus, should be your first point of contact for all questions. The VPA @ Lucerne staff are committed to establishing a team effort to ensure that students are making progress and demonstrating compliancy in all areas.

Teacher Responsibilities

- Provide support in all areas of successful student learning and achievement
- Guide and direct students through the Learning Management System (LMS)
- Facilitate academic conferences
- Review student submitted work and provide constructive feedback on a regular basis
- Maintain school work day Monday through Friday 8:00 am - 4:00 pm
- Respond within 24 school day hours to all communications, including email and phone
- Inform you of school updates/information
- Administer state required assessments
- Provide instructional support
- Meet students in an online classroom for individual or small group instruction
- Administer academic assessments for ongoing evaluation of progress and mastery
- Model specific practices that will support instruction
- Provide interventions, recommendations, and individualized support for students who may be struggling

Communication

Ongoing and consistent communication is required between student, parent/guardian (learning coach), and teacher for school compliancy. School communication includes, email, telephone (leaving a voicemail when necessary), and school announcements.

Questions or Concerns

VPA @ Lucerne staff recognizes life at school does not always run smoothly. As problems arise, school personnel and parents/guardians must collaborate to solve them. Please follow these procedures for general information or for assistance in resolving a concern.

Step 1: All student educational concerns and issues should be directed to the student's teacher to resolve the issue (e.g. materials, courses). The VPA @ Lucerne teacher will monitor the concern to ensure resolution. Parents/guardians should directly contact Technical Support for problems with school computers.

Step 2: If the issue or concern is about the VPA @ Lucerne teacher, parents/guardian coaches are advised to contact the Academic Administrator.

Step 3: If the concern is not resolved at the teacher or Academic Administrator level, parents/guardian are advised to contact the Head of School.

Enrollment in Virtual Preparatory Academy @ Lucerne

There is no discrimination in the admission of students to the school on the basis of race, creed, color, handicapping condition, or gender. VPA @ Lucerne provides a free, appropriate public education (FAPE) to all its students. All students, however, need to be able to meet the enrollment requirements.

Students who have received services under the Individuals with Disabilities in Education Improvement Act (IDEIA) must provide this information at time of enrollment. A member of the Special Education department will contact you to ensure proper placement of your student in our program.

The McKinney-Vento Homeless Education Assistance Act requires school to remove all barriers to enrollment, attendance, and school success for homeless students. Students and families identified as homeless are provided with enrollment assistance, supplementary academic supports, case management, and referrals to outside agencies.

Concurrent enrollment in another public or private school is prohibited at VPA @ Lucerne and will cause the student to be withdrawn. Our school is a full-time, general education, independent study program, not a supplemental program or a part-time program. Students must also reside within VPA @ Lucerne counties to maintain enrollment.

Attendance Policies

Attendance is an integral part of academic success and is expected of all Virtual Prep @ Lucerne students.

- Attendance must be logged daily in the VPA @ Lucerne LMS by parent/guardian.
- Students are required to login and attend school Monday through Friday.
- Parent/guardian must be available by phone and/or Internet for communication.
- Students must attend school and complete coursework during travel time.

Consequences of Unexcused Absences and Tardiness

Education Code 48260 states that any pupil subject to compulsory full-time education or to compulsory continuing education who is absent from school without a valid excuse three full days in one school year without a valid excuse on three occasions in one school year, or any combination thereof, is truant and shall be reported to the attendance supervisor or to the superintendent of the school district. Signing the Master Agreement assures your accord to comply with Virtual Prep @ Lucerne attendance policies to include unexcused absences. Failure to comply with the school's attendance policies will result in a meeting with the school Principal.

Parent/Guardian Expectations and Responsibilities to Student and VPA @ Lucerne:

The following expectations are created to support student success in their academic career.

- I understand that I am enrolling my student in a public school with attendance requirements that I am expected to meet.
- I understand that my students must participate in all assessments
- I accept the responsibility to supervise my student in using the assigned curriculum.
- I expect to have the guidance and support of a professional teacher in implementing the assigned curriculum with my student.
- I understand that both my student and I need to check email and phone messages daily and respond within 48 hours.
- I understand that I must keep all contact information, including phone, email, and address up to date. If we move, I will provide the school with an updated proof of residency within ten (10) days of move.
- I understand that adequate and continuing student progress is an expected part of the VPA @ Lucerne assigned program in addition to the required attendance hours logged.
- I understand that I am to participate in regular phone, online classroom, and conferences with my student's teacher.
- I understand that the teacher may conduct academic assessments to evaluate mastery and assist my student instructionally.
- I understand that the teacher may provide research-based instructional interventions, as needed.
- I understand that sessions can be recorded however, the first and last names of students are not present in the recordings.
- I will treat all VPA @ Lucerne staff with respect and professionalism. This includes but is not limited to:
 - Abstaining from the use of rude language (including profanity, yelling, or badgering) on phone, email, coursework, Live Sessions or in person
 - Refraining from threatening teachers and/or VPA @ Lucerne staff on phone, email, course work, Live Sessions and/or in person

Independent Study Master Agreement (ISMA)

California Independent Study regulations require that any student enrolled in the Virtual Preparatory Academy @ Lucerne have a signed Independent Study Master Agreement on file for each year they are enrolled. The Master Agreement will be sent to the family electronically for a digital signature. The student, the parent/guardian, and the VPA @ Lucerne teacher must sign the Master Agreement. Additionally, should a Learning Coach other than the parent/guardian be responsible for instruction, he/she must also sign the Master Agreement.

ISMA's must be signed within the first five days of a student's enrollment with the school or the student can be withdrawn. Please work with your teacher to ensure that your child's Master Agreement is signed within a timely manner. All attempts to contact the family are documented in our Student Information System.

Should a student have an update to their schedule or grade level they are required to complete a Master Agreement addendum within 5 school days.

Family Education Rights and Privacy Act (FERPA)

Every effort is made in maintaining the confidentiality of students attending VPA @ Lucerne in accordance with FERPA guidelines. Parents must give permission before a student's name or picture can be displayed in a public manner. Before confidential student information is transferred over the Internet, it is encrypted and can only be decrypted by another party employed or assigned by VPA @ Lucerne. Student files are accessible only to employees of VPA @ Lucerne who have an interest in the education of its students. Learning Coaches and students should be careful not to share their username and password with any unauthorized individuals. In any case, where a parent/guardian or teacher believes the security of the LMS has been compromised, the parent/guardian should change their password and notify their assigned Teacher. In addition, parents are advised to avoid using personal information in e-mails. For example, using a student's first initial is preferred to using a student's first name.

Change of Contact Information

Please notify your teacher should your contact information change and provide a proof of residence for your new address to be submitted to VPA @ Lucerne. Your teacher will notify the VPA @ Lucerne administrative office and we will update our records accordingly. Correct contact information ensures that curriculum materials and important school notices are mailed to the correct student address.

Parents are requested to update their account information in the Learning Management System (LMS) should their email address change. Communication is often sent via email to the email address listed in the LMS and information needs to remain current.

Harassment/Bullying Policy

VPA @ Lucerne strives to provide a safe and welcoming environment for all students to learn. Harassment and bullying based on sex, race, color, national origin, or disability is unlawful and will not be tolerated.

- Harassment or bullying based on sex includes sexual harassment or bullying and gender-based harassment or bullying. Sexual harassment or bullying is unwelcome conduct of a sexual nature, such as unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Gender-based harassment or bullying is nonsexual intimidation or abusive behavior toward a student based on the student's actual or perceived sex, including harassment based on gender identity, gender expression, and nonconformity with gender stereotypes. Harassing conduct may take many forms, including verbal acts and name-calling, as well as non-verbal behavior, such as graphic or written statements, or conduct that is physically threatening, harmful or humiliating. The conduct can be carried out by school employees, other students, and non-employee third parties. Both male and female students can be victims of harassment or bullying based on sex, and the harasser or bully and the victim can be of the same sex. Bullying based on sex constitutes sexual harassment.
- Harassment or bullying based on race, color, or national origin refers to intimidation or abusive behavior toward a student based on actual or perceived race, color, or national origin. Harassing conduct may take many forms, including verbal acts and name-calling, as well as non-verbal behavior such as graphic and written statements, or conduct that is physically threatening, harmful, or humiliating. The conduct can be carried out by school employees, other students, and non-employee third parties. Bullying based on race, color, or national origin constitutes racial harassment.
- Harassment or bullying based on disability refers to intimidation or abusive behavior towards a student based on actual or perceived disability. Harassing conduct may take many forms, including verbal acts and name-calling, as well as non-verbal behavior, such as graphic and written statements, or conduct that is physically threatening, harmful or humiliating. The conduct can be carried out by school employees, other students, and non-employee third parties. Bullying based on disability constitutes disability harassment.

Harassment Reporting

If you are being harassed in the school environment, it is important to report it immediately to the appropriate school administrator. Harassment comes in many forms including:

- Spam (unsolicited emails not about the course)
- Threatening communications
- Offensive communications or any other kind of communication that makes the student, parent, legal guardian, and learning coach feel comfortable.

Internet Safety and Network Etiquette

It is the policy of Virtual Preparatory Academy @ Lucerne to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)].

As an VPA @ Lucerne student, you are expected to follow the rules of network etiquette or netiquette. The word "netiquette" refers to common-sense guidelines for conversing with others online. Please abide by these standards:

- Avoid sarcasm, jargon, and slang
- Swear words are unacceptable
- Do not harass or threaten others
- Do not use all capital letters (this is considered yelling)
- Never use derogatory comments, including those regarding race, age, gender, sexual orientation, religion, ability, political persuasion, body type, physical or mental health
- Focus your responses on the questions or issues being discussed, not on the individuals involved
- Be constructive with your criticism, not hurtful
- Review your messages before sending them. Remove easily misinterpreted language and proofread for typos
- Respect other people's privacy
- Do not broadcast online discussions, and never reveal other people's email addresses
- Do not post personal information, (personal information, MySpace, YouTube, Facebook, email address etc.

Student Computer Use Policy

Permitted Use

- VPA @ Lucerne shall permit the student and the responsible teaching adult to use the equipment and materials of VPA @ Lucerne solely for the education of the student while enrolled at VPA @ Lucerne and for no other purpose.
- Students and the responsible teaching adult are only permitted to visit websites for the purpose of VPA @ Lucerne related educational research.

Prohibited Use - Only software that is required by VPA @ Lucerne will be allowed on the VPA @ Lucerne computer. All other software will be prohibited.

- Users shall not use the equipment, software, online classrooms, and other materials of VPA @ Lucerne to view, download, save, receive, or send material related to or including any of the following:
 - Illegal activities
 - Offensive content of any kind, including pornographic material

- Content that promotes discrimination on the basis of race, gender, national origin, age, marital status, sexual orientation, religion, or disability
- Threatening or violent behavior
- Gambling or wagering
- Commercial messages.
- Religious, political, or racial messages
- Messages that misrepresent yourself
- Download of any software on the VPA @ Lucerne computer
- Websites or chat rooms that are not for the purpose of VPA @ Lucerne related education.

Materials and Computer Equipment

All instructional materials, including computer equipment and related hardware, are loaned to the student by the VPA @ Lucerne. Students are expected to return all materials using the free shipping labels provided by VPA @ Lucerne should they withdraw from the program.

Families should handle VPA @ Lucerne property with care and should ensure an accurate inventory of these materials is maintained in the home. It is recommended that families save the boxes in which the materials arrived. School computers are only to be used for educational purposes, not for entertainment or other personal purposes. The VPA @ Lucerne shall not provide any funds or other thing of value to the pupil's 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.

Uniform Complaint Procedures

VPA @ Lucerne has the primary responsibility to ensure compliance with applicable state and federal laws and regulations and has established procedures to address allegations of unlawful discrimination and complaints alleging a violation of state or federal laws governing educational programs. VPA @ Lucerne shall investigate and see to resolve complaints using policies and procedures known as the Uniform Complaint Procedures (UCP) adopted by our local board.

Under Education Code Section 35186, VPA @ Lucerne complies with the procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities, and teacher vacancy or misassignment.

A copy of the Board-approved Uniform Complaint Procedure and a complaint form may be obtained, free of charge, by contacting the school. You may also download a copy of the California Department of Education complaint form, along with a copy of the fully policy and procedures from the following Web site: <http://www.cde.ca.gov/re/cp/uc/index.asp>

McKinney-Vento

VPA @ Lucerne is committed to supporting school success for all students including those experiencing homelessness. Homeless students are defined as lacking a fixed, regular nighttime residence. Homeless students are provided with enrollment assistance, supplementary academic support, school-related transportation assistance, case management, and referrals to community agencies. Referrals for support can be made by teachers, school staff, and parents/guardians by contacting the school. Disputes should be addressed using the board adopted grievance policy and uniform complaint procedures outlined in this handbook.

Students in Foster Care

In effort to provide educational stability VPA @ Lucerne strives to assist any student who is currently placed or newly placed in foster care (either temporary or permanent custody of the state) with the enrollment and registration process, as well as other educational services throughout the student's enrollment in the district. A student who is currently in the conservatorship (custody) of the state and who enroll in the district after the beginning of the school year will be allowed credit by examination opportunities outside the school's established testing windows. A student who is placed in foster care and who is moved outside of the school's attendance boundaries is entitled to continue in enrollment at the school.

Special Education Services

The VPA @ Lucerne offers a full continuum of special education supports and services per all applicable federal and state laws. VPA @ Lucerne delivers services based on the students' Individual Education Plan (IEP).

Section 504 Accommodation Plans

The Rehabilitation Act of 1973, commonly referred to as "Section 504," is a federal statute that prohibits discrimination against persons on the basis of their disability by institutions that receive financial federal assistance. It states:

No otherwise qualified individual with a disability shall solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 504's purpose is to assure that disabled students have educational opportunities and benefits equal to those provided to non-disabled students. An eligible student under Section 504 is a student who has a physical or mental impairment that substantially limits a major life activity. If a student is covered by Section 504, schools must provide such accommodations as are necessary to ensure that the student has equal access to services, programs, and activities offered by the school. Section 504 protects students from discrimination on the basis of disability to a similar extent as the Americans with Disabilities Act (ADA).

Student Records

Your student's records may be viewed at any time pursuant to the Notification of Rights under FERPA. Please provide our school with five (5) days' notice so that the record may be pulled. The record must be viewed in the presence of a VPA @ Lucerne administrative staff member.

Students who transfer into the VPA @ Lucerne will complete the Release of Student Records form included in the student enrollment process. The school will send this form to your student's previous school upon receipt to obtain your student's records. It is the responsibility of your previous school to mail the records to the VPA @ Lucerne offices at that time.

Should you decide to withdraw from the VPA @ Lucerne and transfer to a new school, your new school will contact the VPA @ Lucerne Registrar to request your student's records and we will mail the records to them.

Should you decide to withdraw from the VPA @ Lucerne and teach in the home, please contact the School Registrar and we will mail a copy of your student records to you.

Testing & Assessment

All students enrolled will be required to take iReady assessments. This tool is utilized by teachers to align curriculum to the support academic achievement and

iReady can be used for diagnostic and benchmark assessments. Additionally, this diagnostic assessment identifies which students are experiencing difficulties with specific skills and provides actionable data and reports to guide teachers in adjusting and aligning instruction and supports. i-Ready automatically updates data reports every time a student completes a diagnostic assessment in the system so teachers can keep track of each student's skills progression, adjust instruction if needed, and gauge each student's growth towards their target and projected estimates for the year.

State Standardized Tests

VPA @ Lucerne administers all standardized testing required by the State of California for public schools. The results of testing help to guide individual and school-wide instruction. State Testing is used to track and evaluate student mastery of grade-level academic content standards (the standards detail what students in each grade level are expected to know) in English Language Arts, Math, and as they advance in grade levels, Science and Social science. Qualifying students with special needs are offered alternative standardized tests.

Participation rates are critical to the success of our school. A public school is required to achieve a participation rate of 95% on any state testing. If a school has less than 95% of its students participate in any assessment, the school runs the risk of receiving a serious penalty by the state

of California. VPA @ Lucerne utilizes all assessment data to further drive instruction and support academic achievement.

The VPA @ Lucerne faculty administers all state standardized test at facilities located within driving distance of your home. A testing schedule is provided in our school calendar. Individual student performance results on statewide achievement testing will be distributed to both parents and teachers in a timely manner.

Academic Integrity (Dishonesty & Plagiarism)

Academic Dishonesty and Plagiarism:

- This includes cheating, plagiarism, and any attempt to obtain credit for academic work through fraudulent, deceptive, or dishonest means.

Some examples of this include:

- Using another's work and claim as your own
- Submitting the same assignment to more than one course
- Copying from text, web site or other course material
- Using or attempting to use unauthorized materials, information, or study aids in any academic exercise
- Hiring someone to write a paper
- Buying a paper or project
- Sharing files
- Copying from another person's work
- Turning in another person's work
- Letting a partner do all the work and putting your name on it
- Letting a parent or mentor complete your assignments
- Asking for answers in a chat room
- Asking for answers in a threaded discussion
- Using an online translator or foreign language dictionary during examinations
- Allowing someone else to log into your account to complete your work
- Logging into someone else's account to complete their work

Plagiarism is the presentation of someone else's ideas or work as one's own. This constitutes as fraud or theft. Plagiarism or academic dishonesty in any form is a grave offense and will not be tolerated.

Live Instruction

Live instruction is assigned to students in all grade levels and is provided by a credentialed VPA @ Lucerne teacher. This is in conjunction with the instructional support that is being provided by the student's Learning Coach. Each student's individual schedule may vary depending on grade, assessment scores, teacher assignment, etc. VPA @ Lucerne adheres to the minimum daily instructional time requirements recommended by the state of California. However, increase daily instructional time may be necessary to meet the individual needs of each student.

Student Achievement

The goal of VPA @ Lucerne is to educate your student. We cannot be successful if your student does not participate in school.

Attending an independent student programs requires that students be able to complete their work as outlined in the enrollment requirements. If students are unable to complete their assignments as assigned, it may be an indication that independent study is not an appropriate placement.

To have successful progress in each class:

- Student will complete and/or submit all lessons in each course
- Student will attend required live sessions
- Student will make continuous progress (actively engaged, completing assignments, and submitting assignments) in each course
- Student must submit coursework at the direction of the teacher
- During travel time student must be progressing (activity engaged and completing assignments) in the curriculum.

If a student is not actively participating in VPA @ Lucerne can be withdrawn for not meeting enrollment requirements.

Student Work Portfolios

To measure student achievement and growth, as well as meet state independent study guidelines, student work portfolios will be created and maintained by your student's teacher. Your teacher will collect and evaluate your student's assignments on a frequent and regular based during each learning period. Your teacher may request to receive student's coursework by file sharing, email and at conferences. It is imperative that you work closely with your teacher to submit all requested coursework for evaluation on a regular, on-going basis. A portion of the collected coursework is stored as part of your student's cumulative file and is maintained in the VPA @ Lucerne's office, as required by the state of California.

Below are the qualifications of acceptable student coursework:

- Original student work, in the student's own handwriting
- Student work is neat and organized (age-appropriate)
- Includes the student's name, date, unit and lesson or assignment description
- Is reflective of work as assigned on the quarterly assignment plan and completed within the appropriate learning period/quarter
- Student work is evaluated and scored by the parent/guardian/learning coach using the answer keys, which can be found within the lesson content or as supplied by your student's teacher.
- Is submitted according to the deadlines established by the VPA @ Lucerne teacher

Failure to provide student work regularly as requested by VPA @ Lucerne staff may indicate that independent study is not the appropriate placement for your student.

Virtual Preparatory Academy at Lucerne Independent Study Policy

Virtual Preparatory Academy at Lucerne (“Charter School”) shall offer independent study to meet the educational needs of pupils enrolled in the charter school. Independent study is an alternative education program designed to teach the knowledge and skills of the core curriculum. Virtual Preparatory Academy at Lucerne shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully.

The Charter School will provide content to students aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school students, this includes access to all courses offered by the Charter School for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria.

The following written policies have been adopted by the Board for implementation at the Charter School:

1. A school district or county office of education (or charter school) may not be eligible to receive apportionments for independent study by pupils unless it has adopted policies that include the following:

a. For pupils in all grade levels offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be 35 school days.

The level of satisfactory educational progress and/or the number of missed assignments that will result in an evaluation being conducted to determine whether it is in the best interest of the student to remain in Independent Study shall be 3 assignments failing to meet the defined satisfactory educational progress, as detailed below, and/or 3 missed assignments respectively. A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This 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.

2. A level of *satisfactory educational progress* that will be allowed before an evaluation is conducted to determine whether it is in the best interest of the pupil to remain in independent study.

a. The pupil’s achievement and engagement in the independent study program, as indicated by the pupil’s performance on applicable pupil level measures of pupil achievement and pupil engagement set forth in paragraphs (4) and (5) of subdivision (d) of Section 52060.

b. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.

c. Learning required concepts, as determined by the supervising teacher.

d. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

3. The provision of *content aligned to grade level standards*, quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the local educational agency for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria.

4. Procedures for tiered reengagement strategies for all pupils who are not generating attendance for more than 3 school days or 60 percent of the instructional days in a school week, or who are in violation of the written agreement. These procedures shall include, but are not necessarily limited to, all of the following:

a. Verification of current contact information for each enrolled pupil.

b. Notification to parents or guardians of lack of participation within one school day of the absence or lack of participation.

c. A plan for outreach from the school to determine pupil needs, including connection with health and social services as necessary.

d. If the student has failed to complete assignments during any period of 10 school days or is failing to make satisfactory educational progress as defined herein, the Charter School will schedule a student-parent-educator conference (a meeting involving all individuals who signed the student’s written independent study agreement) to review the student’s agreement and reconsider the independent study program’s impact on the student’s achievement and well-being.

5. Based on each student’s grade level, their assigned teacher of record will offer opportunities for synchronous instruction and/or daily live interaction at least as frequently as set forth below. “Live interaction” means interaction between the student and Charter School staff, and may include peers, to maintain school connectedness. Examples of live interaction include check-ins, progress monitoring, provision of services, and instruction, and live interaction can be in-person or in the form of internet or telephonic communication.

a. For pupils in transitional kindergarten through grade 3, inclusive, the school will offer students opportunities for daily synchronous instruction for all pupils throughout the school year.

b. For pupils in grades 4 through 8, inclusive, the school will provide opportunities for both daily live interaction and at least weekly synchronous instruction for all pupils throughout the school year.

c. For pupils in grades 9 through 12, inclusive, the school will provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year.

The Charter School will document each student's participation in live interaction and synchronous instruction on each school day, as applicable, in whole or in part. A student who does not participate in independent study on a school day will be documented as non-participatory for that school day.

6. In the event a family decides to return to in-person instruction, within 5 instructional days, the school will provide the family with a transitional plan with including, but not limited, resources such as contact information for their school of residence, other classroom based educational opportunities, and wellness support.

7. A requirement that a current written agreement for each independent study pupil shall be maintained on file including all legal requirements (see Master Agreement below).

Master Agreement Policy

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, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
2. The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
3. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include: confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
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, the level of satisfactory educational progress, and the number of missed assignments allowed before 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 school year.
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. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program (IEP) or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health support.
8. 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.

9. Each independent study agreement shall be signed, before 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 Division 11 of the Family Code.
10. Each signature required for an independent study agreement shall be dated as required by Title 5 California Code of Regulations Section 11702. An agreement is not in effect until it is complete as to all terms, signed and dated.

Before signing an independent study agreement, and upon the request of the parent or guardian of a student, the Charter School shall conduct a phone, videoconference, or in-person student-parent-educator conference or other school meeting during which the student, parent or guardian may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study, before making the decision about enrollment or disenrollment.

The Head of School shall establish regulations to implement these policies in accordance with the law.



MISSED ASSIGNMENT POLICY

Per California Education Code Section 51747, Virtual Preparatory Academy at Lucerne Charter School (“School”) maintains a board policy establishing three (3) assignments during any period of five (5) school days as the number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the best interest of the pupil to remain in independent study.

Evaluation After Missed Assignments

After three missed (3) assignments during any period of five (5) school days an evaluation will be conducted by the Principal and/or designee and supervising teacher to determine whether it is in the best interests of the pupil to remain enrolled in independent study. The evaluation may include but is not limited to the review of the following:

- 1) Attendance based on completion of assignments as quantified by the assigned supervising teacher;
- 2) Demonstration of skills on assignments;
- 3) Standardized test scores;
- 4) Written tests and reports if appropriate;
- 5) Oral or written presentations;
- 6) Pupil’s attitude toward learning and achievement;
- 7) Punctual attendance at scheduled appointments;
- 8) Ability to meet scheduled appointments;
- 9) Preparedness for scheduled appointments;
- 10) Pupil demonstration of adequate and appropriate progress toward academic goals;
- 11) Common Core State Standards;
- 12) Appropriate learning environment;
- 13) Parent(s) ability to support pupil learning in the home.

As part of the evaluation process, the pupil, parent(s), guardian(s) or if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational rights holder (all generally referred throughout as “Parent(s)”) will be invited to present evidence to the individual or individuals conducting the evaluation. During this meeting, the School will determine whether it is in the best interest of the pupil to remain in independent study. A written record of the findings of any evaluation made pursuant to this subdivision shall be maintained in the pupil’s mandatory interim record.

Additional Consideration for Pupils with a Section 504 Plan or IEP

If the School recommends removal from independent study as a result of the Evaluation After Missed Assignments and the pupil has a Section 504 Plan or IEP, the School shall schedule an IEP meeting or Section 504 meeting (as applicable) following applicable legal timelines, to determine the following:

- 1) Whether the missed assignments were caused by or had a direct and substantial relationship to the pupil's disability; or
- 2) Whether the missed assignments were the direct result of the School's failure to implement the IEP or Section 504 Plan, as applicable.

If the answer to either (1) or (2), above, is yes, then the missed assignments are a manifestation of the pupil's disability and the School will follow applicable state and federal laws to ensure that the pupil is offered a free appropriate public education.

If the answer to both (1) and (2), above, is no, then the pupil may be removed from independent study consistent with this policy.

This meeting may be combined with the Evaluation After Missed Assignments at the discretion of the School.

Notice of Decision and Opportunity to Request a Hearing Prior to Removal

Once the evaluation is complete, if it is determined that it is not in the best interest of the pupil to remain enrolled in the independent study program, the Parent(s) shall be notified in writing of the School's intent to remove the pupil as it is not in their best interest to remain in independent study. The Notice shall be in the native language of the Parent(s) and provided no less than five (5) schooldays before the effective date of pupil's removal. The Notice shall include the following:

- 1) The School's intent to remove the pupil as it is not in their best interest to remain in independent study.
- 2) The opportunity of the Parent(s) to request a hearing that follows the same procedures as the School's disciplinary hearing. Parent(s) (or the pupil if over 18) must submit the request for hearing writing within five (5) calendar days from the date of the Notice.
- 3) If Parent(s) or pupil over 18 requests a hearing:
 - a. It will be scheduled following the School's expulsion hearing procedures as outlined in the School's approved charter.
 - b. The pupil shall remain enrolled and shall not be removed until the School issues a final decision.
- 4) If no hearing is requested, the pupil shall be removed from the school on the date listed on the notice.

Release of Liability

Through acknowledgement and receipt of the Parent/Guardian and Student Handbook, you are hereby providing permission for your student to participate in state testing.

The undersigned parent or guardian assumes all risks in connection with the student's participation in any and all of the Virtual Preparatory Academy @ Lucerne activities. I, the undersigned, intending to be legally bound, do hereby for myself and heirs, executors, administrators and assigns, forever waive release and discharge the Virtual Preparatory Academy @ Lucerne, it's officers, employees and agents from all liability, claims or demands for any damage, loss or injury to the student, the student's property, or parent's property or to myself in connection with participation in these activities, unless caused by the negligence of the Virtual Preparatory Academy @ Lucerne. I do hereby certify that to the best of my knowledge and belief said minor is in good health. In case of illness or accident, permission is granted for emergency treatment to be administered. It is further understood and agreed that the undersigned will assume full responsibility for any such action, including payment of costs. If the student has or has had any of the following allergies, medicine reactions or unusual physical condition which should be made known to a treating physician or which could limit participation please notify the school in writing so it can be maintained in the student's file.

Handbook Acknowledgement

By signing below, you are agreeing to the policies and procedures of the Parent/Guardian-Student Handbook. Including (but not limited to):

- Attendance & Engagement Policy
- Academic Progress
- Academic Integrity
- Appropriate behavior
- State testing requirements
- Release of Liability

Student Name (Please Print): _____

Student Signature:

Date:

Parent Name (Please Print): _____

Parent/Guardian Signature:

Date: