



NOTICE OF PUBLIC MEETING of the Board of Directors of SOMERSET ACADEMY OF LAS VEGAS

NOTICE IS HEREBY GIVEN THAT THE BOARD OF DIRECTORS OF SOMERSET ACADEMY OF LAS VEGAS, A PUBLIC CHARTER SCHOOL, WILL CONDUCT A PUBLIC MEETING ON OCTOBER 30, 2023 BEGINNING AT 6:00 P.M. AT 6475 VALLEY DR., NORTH LAS VEGAS, NV 89084. THE PUBLIC IS INVITED TO ATTEND.

ATTACHED HERETO IS AN AGENDA OF ALL ITEMS SCHEDULED TO BE CONSIDERED. UNLESS OTHERWISE STATED, THE BOARD CHAIRPERSON MAY 1) TAKE AGENDA ITEMS OUT OF ORDER; 2) COMBINE TWO OR MORE ITEMS FOR CONSIDERATION; OR 3) REMOVE AN ITEM FROM THE AGENDA OR DELAY DISCUSSION RELATING TO AN ITEM.

REASONABLE EFFORTS WILL BE MADE TO ASSIST AND ACCOMMODATE PHYSICALLY DISABLED PERSONS DESIRING TO ATTEND OR PARTICIPATE IN THE MEETING. ANY PERSONS REQUIRING ASSISTANCE MAY CONTACT DENA THOMPSON AT (702) 431-6260 OR DENA.THOMPSON@ACADEMICANV.COM TWO BUSINESS DAYS IN ADVANCE SO THAT ARRANGEMENTS MAY BE CONVENIENTLY MADE.

DENA THOMPSON IS THE CONTACT PERSON FOR THE MEETING AGENDA, SUPPORT MATERIALS, AND MINUTES. THE MATERIALS ARE AVAILABLE VIA EMAIL AT DENA.THOMPSON@ACADEMICANV.COM, BY VISITING THE SCHOOL'S WEBSITE AT [HTTPS://SOMERSETACADEMYOFLASVEGAS.COM/](https://somersetacademyoflasvegas.com/), OR AT 6630 SURREY ST., LAS VEGAS, NV 89119 FOR COPIES OF THE MEETING AUDIO, PLEASE EMAIL DENA.THOMPSON@ACADEMICANV.COM.

PUBLIC COMMENT MAY BE LIMITED TO THREE MINUTES PER PERSON AT THE DISCRETION OF THE CHAIRPERSON.



We prepare students to excel in academics and attain knowledge through life-long learning by dedicating ourselves to providing Equitable, high-quality education for all students. We promote a culture that maximizes student achievement and fosters the development of accountable 21st Century learners in a safe and enriching environment.

Board of Directors

TRAVIS MIZER – *Board Chair*

LENORA BREDSGUARD – *Board Vice Chair*

JOHN BENTHAM – *Board Secretary*

WILL HARTY – *Board Treasurer*

CODY NOBLE – *Board Member*

SARAH MCCLELLAN – *Board Member*

RENEE FAIRLESS – *Board Member*

MEETING OF THE BOARD OF DIRECTORS OCTOBER 30, 2023

AGENDA

1. CALL TO ORDER AND ROLL CALL

2. PUBLIC COMMENT

(NO ACTION MAY BE TAKEN ON A MATTER RAISED UNDER THIS ITEM OF THE AGENDA UNTIL THE MATTER ITSELF HAS BEEN SPECIFICALLY INCLUDED ON AN AGENDA AS AN ITEM UPON WHICH ACTION WILL BE TAKEN.)



3. CONSENT AGENDA (FOR POSSIBLE ACTION) *(ALL ITEMS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED ROUTINE AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A BOARD MEMBER OR MEMBER OF THE PUBLIC SO REQUESTS, IN WHICH CASE THE ITEM(S) WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED ALONG WITH THE REGULAR ORDER OF BUSINESS.)*

- a. APPROVAL OF MINUTES FROM THE AUGUST 21, 2023 BOARD MEETING
- b. GENDER DIVERSE STUDENT POLICY (NOT FOR ACTION)
- c. APPROVAL OF WORK BASED LEARNING APPLICATION AND SUBMISSION TO THE NEVADA DEPARTMENT OF EDUCATION
- d. APPROVAL OF UPDATED SPECIAL EDUCATION MANUAL
- e. ACCEPTANCE OF PRINCIPAL EVALUATIONS AND SALARY INCREASES
- f. APPROVAL OF THE SOMERSET ACADEMY OF LAS VEGAS ACADEMIC CALENDAR FOR THE 2024/2025 SCHOOL YEAR
- g. APPROVAL OF RECOMMENDATIONS FROM THE FINANCE COMMITTEE
 1. SCHOOL FINANCIAL PERFORMANCE (NOT FOR ACTION)

4. ACTION & DISCUSSION ITEMS

- a. DATA PRESENTATION (FOR DISCUSSION)
- b. CAMPUS UPDATES BY SOMERSET PRINCIPALS (FOR DISCUSSION)
- c. REVIEW AND APPROVAL OF THE EMO EVALUATION FOR ACADEMICA NEVADA (FOR POSSIBLE ACTION)
- d. REVIEW AND DISCUSSION REGARDING INSURANCE COVERAGE (FOR DISCUSSION)
- e. DISCUSSION REGARDING THE ANNUAL SURPLUS SPENDING POLICY (FOR DISCUSSION)
- f. DISCUSSION REGARDING ANTICIPATED PROJECTS (FOR POSSIBLE ACTION)
- g. DISCUSSION AND POSSIBLE APPROVAL TO ENGAGE BOB GRONAUER'S OFFICE FOR LAND USE SERVICES FOR LONE MOUNTAIN AND SKY POINTE EXPANSIONS (FOR POSSIBLE ACTION)

5. ANNOUNCEMENTS AND NOTIFICATIONS

6. MEMBER COMMENT

7. PUBLIC COMMENT

(NO ACTION MAY BE TAKEN ON A MATTER RAISED UNDER THIS ITEM OF THE AGENDA UNTIL THE MATTER ITSELF HAS BEEN SPECIFICALLY INCLUDED ON AN AGENDA AS AN ITEM UPON WHICH ACTION WILL BE TAKEN.)

8. ADJOURN MEETING



THIS NOTICE AND AGENDA HAS BEEN POSTED ON OR BEFORE 9 A.M. ON THE THIRD WORKING DAY BEFORE THE MEETING AT THE FOLLOWING LOCATIONS:

- 1) SOMERSET ALIANTE CAMPUS – 6475 VALLEY DR., NORTH LAS VEGAS, NV 89084
- 2) SOMERSET LONE MOUNTAIN CAMPUS – 4491 N. RAINBOW BLVD., LAS VEGAS, NV 89108
- 3) SOMERSET LOSEE CAMPUS – 4650 LOSEE ROAD, NORTH LAS VEGAS, NV 89081
- 4) SOMERSET NORTH LAS VEGAS CAMPUS – 385 W. CENTENNIAL PKWY, NORTH LAS VEGAS, NV 89084
- 5) SOMERSET SKY POINTE CAMPUS – 7038 SKY POINTE DR., LAS VEGAS, NV 89131
- 6) SOMERSET SKYE CANYON CAMPUS – 8151 N. SHAUMBER ROAD, LAS VEGAS, NV 89166
- 7) SOMERSET STEPHANIE CAMPUS – 50 N. STEPHANIE ST., HENDERSON, NV 89074
- 8) [HTTPS://SOMERSETACADEMYOFLASVEGAS.COM/](https://somersetacademyoflasvegas.com/)
- 9) [HTTPS://NOTICE.NV.GOV/](https://notice.nv.gov/)

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **OCTOBER 30, 2023**
AGENDA ITEM: **3 – CONSENT AGENDA**
NUMBER OF ENCLOSURES: **0**

SUBJECT: CONSENT AGENDA

ACTION
 CONSENT AGENDA
 INFORMATION
 PUBLIC HEARING

PRESENTER(S): **BOARD**

PROPOSED WORDING FOR MOTION/ACTION:

MOVE TO APPROVE THE ACTION ITEMS ON THE CONSENT AGENDA.

FISCAL IMPACT:

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **2-3 MINUTES**

BACKGROUND: SUPPORT MATERIALS AND/OR BACKGROUND HAS BEEN PROVIDED TO THE BOARD. ALL ITEMS ON THE CONSENT AGENDA WHICH ARE FOR ACTION CAN BE APPROVED IN ONE MOTION; HOWEVER, INDIVIDUAL ITEMS MAY BE TAKEN OFF THE CONSENT AGENDA IF THE BOARD DEEMS THAT DISCUSSION IS NECESSARY.

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **OCTOBER 30, 2023**

AGENDA ITEM: **3a – APPROVAL OF MINUTES FROM THE AUGUST 21, 2023 BOARD MEETING**

NUMBER OF ENCLOSURES: **1**

SUBJECT: **MINUTES APPROVAL**

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

PRESENTER(S): **BOARD**

PROPOSED WORDING FOR MOTION/ACTION:

CONSENT

FISCAL IMPACT: **No**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND: **MINUTES FROM THE OCTOBER 30, 2023 BOARD MEETING SHOULD BE REVIEWED BY THE BOARD FOR POSSIBLE APPROVAL.**

MINUTES
of the meeting of the
SOMERSET ACADEMY OF LAS VEGAS FINANCE COMMITTEE
October 20, 2023

Somerset Academy of Nevada Finance Committee held a public meeting on April 28, 2023, at 11:45 p.m. via Zoom meeting.

1. CALL TO ORDER AND ROLL CALL

Committee member John Bentham called the meeting to order at 11:50 a.m. In attendance were Committee Members Will Harty, Jill Dayne, and John Bentham.

Also present were Principal Lee Esplin, Principal Mindi Palomeque, Principal Kaye Lackey, Principal Shannon Manning, Principal David Fossett, Principal Cesar Tiu, and Somerset system office manager Renee Kohley. Academica representatives Gary McClain and Sheri Cooper were also in attendance.

2. PUBLIC COMMENT

There was no public comment.

3. ACTION & DISCUSSION ITEMS

a. REVIEW AND APPROVAL OF THE MINUTES FROM THE APRIL 28, 2023 FINANCE COMMITTEE MEETING

MEMBER HARTY MOVED TO APPROVE THE MINUTES FROM THE APRIL 28, 2023 FINANCE COMMITTEE MEETING. MEMBER BENTHAM SECONDED THE MOTION, AND THE COMMITTEE VOTED UNANIMOUSLY TO APPROVE.

b. REVIEW AND DISCUSSION OF SOMERSET ACADEMY FINANCIAL PERFORMANCE

Ms. Sheri Cooper addressed the Committee and presented the financial performance for fiscal year 2023, as contained in the support materials. She reviewed the financial framework and other key financial information. She highlighted various financial metrics, including the current ratio, which ended the year at 5.46, slightly down from the prior year but meeting the metric requirement of 1.1. The unrestricted days cash on hand increased to 202 days compared to the previous year's 182 days, and the enrollment forecast accuracy was at 96.10%, slightly lower than the prior year but still meeting metrics above 95%. There were no debt defaults, but there was an error in the total margin calculation (10.79%) due to interest expense not being in the original calculation. The corrected net surplus was \$3,529,348 resulting in a total margin of 4.5%. Ms. Cooper noted that the three-year margin also decreased to 7.59.

Ms. Cooper stated that the debt-to-asset ratio decreased slightly to 62.92, which far exceeded the metric. Member Harty asked for clarification on the net surplus and asked if depreciation was used when calculating the net surplus, to which Ms. Cooper replied in the negative. Ms. Cooper stated that the Average Daily Enrollment (ADE) looked good for all of the campuses. She reviewed the income statement noting that the overall variance was very good. She explained that some expenses, including textbooks and technology, were incurred in fiscal year 23 due to the timing of the vendor invoices even though they had been approved for fiscal year 24.

Ms. Cooper reviewed several categories, including professional services (which included labor for a tech refresh, Raising the Bar, and the Academica fee), substitute services, utilities, and copier fees. The interest income and expense were included at the bottom of the income statement. Member Harty asked for clarification on the \$3.7 budget-to-actual variance. Ms. Cooper explained that the interest income was added to the variance and the interest expense was subtracted. Member Harty confirmed that the three-year total surplus was \$18 million.

c. REVIEW AND RECOMMEND APPROVAL TO ENGAGE BOB GRONAUER’S OFFICE FOR LAND USE FOR LONE MOUNTAIN AND SKY POINTE EXPANSIONS

Mr. McClain addressed the Committee and explained that he had not received the engagement letter from Bob Gronauer’s office. This item would be included as an action item on the October 30th board meeting agenda.

THIS ITEM WAS TABLED.

d. REVIEW OF LIST OF PROJECTS

Mr. McClain presented a list of projects that would require the Board of Director’s approval. He noted that discussing the project was challenging due to the pending completion of the surplus spending plan and reserve study. He suggested a more in-depth discussion take place during a strategic planning meeting. Discussion ensued regarding the previous delay of projects and the appropriate procedure moving forward. It was determined to add the discussion to the upcoming board meeting to aid in the decision-making process.

e. UPDATE ON SURPLUS SPENDING PLAN

Mr. McClain stated that Complex Solutions was working on the reserve spending study, which would be presented to the board at a future meeting.

4. ANNOUNCEMENTS AND NOTIFICATIONS

Principal

5. MEMBER COMMENT

There was not member comment.

6. PUBLIC COMMENT

There was no public comment

7. ADJOURN MEETING

THE MEETING WAS ADJOURNED AT 12:28 P.M.

Approved on:

**of the Finance Committee of
Somerset Academy of Las Vegas**

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **OCTOBER 30, 2023**
AGENDA ITEM: **3b – GENDER DIVERSE STUDENT POLICY**
NUMBER OF ENCLOSURES: **1**

SUBJECT: GENDER DIVERSE STUDENT POLICY

ACTION
 CONSENT AGENDA
 INFORMATION
 PUBLIC HEARING

PRESENTER(S): **BOARD**

PROPOSED WORDING FOR MOTION/ACTION:

CONSENT

FISCAL IMPACT: **NO**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND: **THE GENDER DIVERSE STUDENT POLICY WAS APPROVED ON OCTOBER 19, 2021. THE BOARD IS REQUIRED TO REVIEW IT ANNUALLY. THERE HAVE NOT BEEN ANY CHANGES TO THE POLICY SINCE THE INITIAL APPROVAL.**

Gender Diverse Student Policy

- I. Purpose: Somerset Academy of Las Vegas is committed to fostering a safe and respectful learning environment for all students enrolled, including those with diverse gender identities or expressions, in every classroom, hallway, locker room, cafeteria, restroom, gymnasium, playground, athletic field, school bus, parking lot, and other areas on the premises of the school. This policy will contain the requirements and methods for addressing the rights and needs of persons with diverse gender identities or expressions. [NRS 388.132 and NRS 388.133(2)(b)].
- II. Definitions:
 - a. These definitions are not provided for the purpose of labeling students, but to assist in understanding this policy.
 - i. Classroom Activities: Activities that provide education or instruction for all students, other than field trips. Nothing in this definition requires adoption of a specific curriculum [NAC 388.880(6)].
 - ii. Gender Expression: How a person expresses their gender through outward presentation and behavior. This may include, but is not limited to, a person's name, clothing, hair style, body language and mannerisms.
 - iii. Gender Identity: A person's understanding/outlook/feelings/sense of being male, female, both or neither, regardless of the person's biological sex. All people have a gender identity.
 - iv. Gender Support Team: A group consisting of the student; the student's parent(s); the school personnel and/or administrator or designee of the administrator, including a counselor; and any representative(s) of community-based groups (including faith groups), as requested by the parent(s). The Gender Support Team will be led or coordinated by the school administrator or the administrator's designee.
 - v. Parent: For the purpose of this policy, a parent is defined as:
 1. A biological or adoptive parent;
 2. A legal guardian;
 3. A person acting in the place of a parent with whom the child lives;
 4. A person who is legally responsible for the child's welfare; or
 5. An emancipated student.
- III. Genders Support Plan: In order to address the rights and needs of students with diverse gender identities or expressions, a Gender Support Plan will be created for each student by the Gender Support Team.

- a. The Gender Support Plan will be consistent with this policy and must include the following components [NAC 388.880(3)]:
 - i. Methods to ensure protection of the privacy of the student;
 - ii. Methods to support the appropriate engagement of the parent(s) of the student;
 - iii. Compliance with the Nevada Interscholastic Activities Association (NIAA), if interscholastic activities are considered;
 - iv. Consideration of the rights and needs of the student for which the plan is developed, as well as the capacity of the school (for example, but not limited to, the layout or age of the school), and the rights and needs of the student body at large, including individual requests for privacy; and,
 - v. Measures to ensure that each person governed by the plan, including, without limitation, each employee, volunteer and student, uses only the names and pronouns to refer to the student for whom the plan is developed that have been designated by the parent or guardian of the student, as recorded through the student information system of the school, in reference to or in any verbal or written communication with the student.
- b. The Gender Support Plan will include measures to ensure access to academic courses and services that are appropriate for and supportive with diverse gender identities or expressions, including, without limitation [NAC 388.880(3)(c)(4)]:
 - i. Classroom activities that are relevant and meaningful to and appropriate for the student and do not discriminate or segregate according to gender identity or expression;
 - ii. Physical education, assemblies, dances, ceremonies, intramural activities and other school activities that are appropriate for the student and do not discriminate or segregate according to gender identity or expression; and,
 - iii. Intramural and interscholastic activities, in accordance with the regulations and policies of the NIAA.
- c. The Gender Support Plan will include measures to ensure that students with diverse gender identities or expressions will have access to appropriate and supportive clubs and support groups for the family of the student in accordance with the school's policy governing school clubs and groups and the use of the school's facility by such clubs and groups. [NAC 388.880(3)(c)(5)].

- d. The Gender Support Plan will include measures necessary to ensure that the student for whom the plan is developed is able to dress and act in an appropriate manner in accordance with his or her gender expression or identity, including, without limitation [NAC 388.880(3)(c)(6)]:
 - i. Any accommodation necessary to ensure that the student is able to comply with the uniform policy in a manner that is physically and emotionally comfortable for the student;
 - ii. Any accommodation necessary to ensure the student is able to choose clothing that aligns with their gender identity or expression with regards to yearbook or school photographs, and, if applicable, the school will allow for a yearbook photograph that is not gender-specific; and,
 - iii. Authorization for the student to select a cap and gown combination for graduation that aligns with the gender identity or expression of the student.
- e. The Gender Support Plan will include a requirement that the name of the student that has been designated by the parent or guardian of the student, as recorded through the registration and enrollment process or the student information system of the school, be read during ceremonies and other events, including, without limitation, graduation ceremonies [NAC 388.880(3)(c)(7)].
- f. Any of the requirements in section III of this policy, regarding the requirements of a Gender Support Plan, may be omitted if the parent or guardian of the student for whom the plan is developed chooses to do so.

IV. Privacy

- a. School employees shall not disclose information that may reveal a student's gender identity or expression status:
 - i. To other students;
 - ii. To the parents of other students;
 - iii. To staff members unless there is a specific need to know;
 - iv. Unless legally required to do so (e.g. court order, subpoena); or
 - v. Unless the parent has authorized, in writing, such disclosure.

V. Names/Pronouns

- a. Each student, employee, or volunteer shall use the student's name and pronoun that correspond to their gender identity or expression. The requested name shall be included in the school's student information system in order to inform faculty and staff of the name and pronoun to use when addressing the student.

b. Records

- i. Unofficial Records (including the school's student information system): As part of the student's Gender Support Plan, the school has a process that will allow a student to use their preferred name and gender on unofficial records. Unofficial records include, but are not limited to: identification badges, classroom and homeroom rosters, certificates, programs, announcements, office summons, communications, team and academic rosters, newspapers, newsletters, yearbooks, and other site-generated unofficial records. Changes will be made in the school's student information system once said changes have been requested in writing by the parent or guardian of the student and the Gender Support Team has added the changes to the student's Gender Support Plan.
- ii. Official Records (including Permanent Records): The school is required to maintain in perpetuity mandatory permanent student records (such as transcripts), which include the legal name of the student and the student's gender as indicated on official government issued documents such as birth certificates, passports, and identification cards/permits. The school will change a student's name and gender on official records when the name of the student is changed by court order.

VI. Professional Development and Training (NRS 388.133, NRS 388.134 and NAC 388.875)

- a. The school will provide professional development and training concerning the rights and needs of students with diverse gender identities or expressions, on an annual basis, for the Board of Directors, administrators, principals, teachers, and other personnel. All newly elected members of the Board of Directors and newly hired employees shall receive such training and professional development within 180 days of being elected to the Board of Directors or being employed by the school.
- b. The training and professional development shall include, without limitation, the following:
 - i. Any training materials developed by the Nevada Department of Education regarding providing a safe and respectful learning environment for students with diverse gender identities or expressions;
 - ii. Each member of the Board of Directors, school employee, and parent/guardian of each student enrolled in the school will receive a copy of NAC 388.875 to 388.920 and a copy of this policy on a yearly basis;
 - iii. Training regarding the needs of persons with diverse gender identities or expressions as it pertains to the prevention of discrimination, harassment, bullying, and cyberbullying; and,

- iv. Training regarding current state laws and regulations governing the rights and needs of students with diverse gender identities or expressions.

VII. Complaint Procedures

- a. Persons (employees, students, parents, members of the public) who believe they have been discriminated against or believe they witnessed discrimination against a student because of the student's gender identity or expression should follow the school's grievance policy as provided on the school website.

VIII. Discipline

- a. School employees, volunteers, and students may be disciplined for the use of a name or pronoun, selected in the Gender Support Plan only if the action(s) meet the definition of bullying or cyberbullying as prescribed in the school's discipline policy.

- IX. This policy must be reviewed and, if necessary, updated on an annual basis by the school's Board of Directors. [NRS 388.134(5)]

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **OCTOBER 30, 2023**

AGENDA ITEM: **3c – APPROVAL OF WORK BASED LEARNING APPLICATION AND SUBMISSION TO THE NEVADA DEPARTMENT OF EDUCATION**

NUMBER OF ENCLOSURES: **1**

SUBJECT: **WORK BASED LEARNING APPLICATION**

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

PRESENTER(S): **BOARD**

PROPOSED WORDING FOR MOTION/ACTION:

CONSENT

FISCAL IMPACT: **NO**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND: **DUE TO CHANGES IN LEGISLATION, ALL CHARTER SCHOOLS OFFERING WORK-BASED LEARNING PROGRAMS MUST SUBMIT A NEW OR AMENDED WORK-BASED LEARNING APPLICATION. THE APPLICATION REQUIRES BOARD APPROVAL PRIOR TO SUBMISSION.**

Work-based Learning (WBL) Application

Application _____
(New, Renewal or Amended)

Amended Application _____
(Amendment Number)

CERTIFICATION

I HEREBY CERTIFY that, to the best of my knowledge, the information contained in this application is accurate and that the Work-based Learning program will be operated as described in the application. As the authorized representative of the school district or charter school submitting the application, assurance is provided to the Nevada Department of Education (NDE) that all persons responsible for program operation will comply with all applicable Nevada Revised Statutes (NRS), Nevada Administrative Code (NAC), NDE policy and regulations, and all rules and policies of the school district.

Name and Signature of the school district superintendent or appropriate designee of the applicant authorized to submit this application must be provided below:

Name and Title (Please type)

Signature

Date

APPLICANT INFORMATION

Applicant (Name of School District)	Mailing Address
Name and Title of Authorized Contact Person	Telephone Number
Email Address	Fax Number
Date approved by Local School Board or Governing Body of a Charter School	

For Department use only:

Date Received

Recommend for Approval by the WBL Program Review Coordinator:

Verification by Huda Hassan, WBL Program Professional

Date _____

Approval by the Superintendent of Public Instruction

Date _____

Work-based Learning (WBL) Application

Information

The district application must first be approved by the local school board before submitting to the Nevada Department of Education (NDE) for approval by the Superintendent of Public Instruction.

Applications can be emailed to huda.hassan@doe.nv.gov.

An approved Work-based Learning Application will be in effect for five fiscal years beginning on July 1 and extending for five years until June 30.

Districts will only need to resubmit applications if there are significant changes to the student application, the process, or any other elements of the application.

If revisions are made to a district's work-based learning application, they must be submitted to NDE by September 1 of each year after approval from the local governing board.

Work-based Learning (WBL) Application

Content of the Application

1. Check all the types of work-based learning you intend to offer.

- School-based Enterprises
- Job Shadowing
- Simulated Workplace
- Supervised Agricultural Experience (school-based SAE)
- Clinical Experiences
- Apprenticeship Ready Program
- Internships
- Career and Technical Education (CTE) Work Experience

2. Explain the student qualifications for participation in the work-based learning program. Such qualifications must not be so restrictive as to prevent a majority of pupils from being eligible to participate.

3. Describe the method used to evaluate a student's participation and completion of the program.

Work-based Learning (WBL) Application

4. Provide a description of the process for vetting employer hosts, including background checks. Districts should use the state vetting form provided.

5. List the workplace safety trainings that will be completed by students participating in the work-based learning program on (1) identifying and reporting harassment in the workplace; (2) developing and maintaining healthy relationships in the workplace; and (3) identifying the signs of certain predatory behavior.

6. Attach a copy of the student application to participate in a work-based learning program.
7. Attach a copy of the district's training agreement (for any WBL that is over 30 hours).



Date:

Contact Name:

Phone:

Company Name:

Email:

Address:

Type(s) of work-based learning available:

- Industry Tour Job Shadowing Internship (paid or unpaid)
 CTE Work Experience (paid) Apprenticeship Ready Supervised Agriculture Experience

Nevada Industry Sector:

- Aerospace and Defense Mining
 Construction Natural Resource Technologies
 Health Tourism and Gaming
 Information Technology
 Manufacturing and Logistics Other: _____

Type(s) of job(s) available:

Are there any requirements for participation? (ID, CPR, background check, etc.): Yes No If Yes, name: _____

CRITERIA <i>All criteria must be in place to approve an employer host.</i>	YES	NO
Site is not a home-based business and has more than one employee		
Environment is culturally diverse and appropriate for students		
Environment appears safe and safety appears to be a priority with policies in place and practiced		
Sexual harassment and whistleblower policies are in place		
Facility is accessible to students		
Employer host agrees to follow a training plan and agreement (if applicable)		
If a paid experience, student will be compensated and covered under worker's compensation as other employees in the same job		
Employer host agrees to evaluate the student and program		
Employer host will designate a supervisor for the student		

Staff Supervising Student:

Employee Name	Title	Date of Cleared Background (MM/DD/YY)



Work Based Learning Program Criteria

Students must meet the following criteria in order to apply for the work based learning program:

- 11th grade student or above
- **Has** expressed interest in the chosen Work Based Learning program.
- No Fs on high school or dual enrollment college transcripts
- No behavior issues
- Student works with school personnel to ensure student attendance, behavior, and academic performance is acceptable for participation in the credits for work-based learning.

In addition to the above criteria students must:

- Fill out the work based learning application (see below);
- Write a one-page essay to describe why you want to be part of the work-based learning program;
- Submit a resume that includes relevant job experience and/or copies of industry certification(s);
- Have a letter of recommendation from a teacher; and
- Turn in all of these by the due date. _____

Once you have been accepted into the work-based learning program, students:

- Must complete
 - Somerset Academy of Las Vegas WBL Information Sheet
 - Somerset Academy of Las Vegas WBL Training Agreement Form
 - Appendix A: Intern Training/Learning Plan
- Participate in the required Safety Training on harassment, healthy relationships, and identifying predatory behavior in a workplace prior to any WBL program.
- Student works with school personnel to ensure student attendance, behavior, and academic! performance is acceptable for participation in the credits for work-based learning.
- Be in regular attendance both in school and on the job.
- Have no Fs on high school or dual enrollment college transcripts
- Have no behavior issues

Definitions

Internship: Internships can be paid or unpaid experiences and are 15 hours or more in length. Students interested in a career in your industry who present employability skills should apply for internships. Time commitment: 15 hours or more (varies) plus advance coordination.

Job shadowing: Students “shadow” one or more employees in a one to three day experience to learn what that person does on a daily basis, as well as gain an overview of the business’s operations. Time commitment: 5 to 16 hours plus advance preparation.

CTE Work Experience: This is a paid position where the student applies technical and employability skills learned in the classroom to the job, with a student learning plan and the training agreement which documents the expectations of all parties. Time commitment: 60-90 hours per semester.



Fields, Trades, and Occupations

It is the intention of Somerset Academy of Las Vegas to have work-based learning offered in the following fields, trades, and occupations.

Fields	Trades	Occupations
Graphic Design	Commercial Artist / Textile Designer	Graphic Designer / Media Specialist / Production Assistant
Sports Medicine	Physical Therapist Assistant/Massage Therapist	Athletic Trainer / Chiropractor Assistant / Exercise Physiologist / Kinesiotherapist / Health Educator / Physical Therapist / Occupational Therapist / Rehabilitation Counselor
Video Production	Video Systems Technician/Broadcast Technician	Audio-Video Engineer / News Reporter / Post Production Editor / Journalist
Teaching and Learning		Preschool Teacher / Teacher Aide / Elementary Teacher / Paraprofessional Secondary Teacher / School Administrator / College Professor / University Professor / Community Educator / Corporate Trainer / Tutor



Work Based Learning Program Student Application

For Office Use Only Date Received:	Date Received:
---------------------------------------	----------------

Student name: _____ Current Grade Level: _____

I am applying to begin the WBL program in the following semester: Fall 20____ Spring

20__ Work interested in: _____

- CTE Work Experience (If applicable) Internship Job Shadowing

All Students are eligible (even non-CTE). Students do not have to be a CTE student, just interested in a Work-Based Program.

Pathway Course 1 _____ Semester 1 Grade _____ Semester 2 Grade _____

Pathway Course 2 _____ Semester 1 Grade _____ Semester 2 Grade _____

Pathway Course 3 _____ Semester 1 Grade _____ Semester 2 Grade _____

Pathway Course 4 _____ Semester 1 Grade _____

You must attach at least one letter of recommendation from a teacher as well as a one-page essay with the following criteria:

- Describe why you want to be part of the Somerset Academy Work Based Learning Program.
- How will you benefit?
- How will you be able to balance high school courses and your work based learning at the same time?
- 12-point Font
- Times New Roman Font
- One Inch Margins
- At least one page but no longer than two pages

My child has my permission to apply to Somerset Academy's Work Based Learning Program. I recognize that additional information may be requested for admissions and enrollment purposes. I understand that once my child is accepted into the program, our family will be responsible for transportation to and from the placement for the Work Based Learning.

Parent/Legal Guardian Printed Name: _____

Parent/Legal Guardian Signature: _____ Date: _____

Permission (For Office Use Only)

The following statement must be signed by the school administration/counselor.

I certify that this student:

- Is currently in good standing with behavior and grades.
- Has an excellent written recommendation from a teacher.
- Has a well written essay that follows the above criteria.

Permission is given for the above applicant to enroll in the Somerset Academy Work Based Learning Program

Administrator/Counselor Name: _____

Administrator/Counselor Signature: _____ Date: _____



Intern Training / WBL Plan

Business Name: _____

Contact Name: _____ Telephone: _____

Email Address: _____

Program Participants Name: _____

Internship Job Title: _____

Sample Learning Objective: "Intern will demonstrate the ability to follow a 5 ingredient recipe and accurately increase the amount of each ingredient to make a double batch". Soft skills and technical skills are tied to standards. Attach additional sheets if necessary for objectives. Please also attach relevant industry certifications and resume.

Training Component	Date Completed
0. Student Safety Training (See next table)	
1. Work Site Orientation/Facility Tour	
2. Introduction to Supervisors/Co-Workers	
3. Review of Safety Policies/Procedures	
4. Learning Objectives for Internship*	
a.	
b.	
c.	
d.	
5. Review of Training Plan with Program Participant	

*The learning objectives are to be completed prior to the Program Participant's first day of work as a tool to assist in planning a valuable internship experience.

Employer Signature Date

Program Participant Signature Date

Job Coach Signature (if applicable) Date

Somerset Administrator/Counselor Signature Date

WBL STUDENT TRAINING RESOURCES

TOPIC: HARASSMENT	TOPIC: PREDATORY BEHAVIOR	TOPIC: HEALTHY RELATIONSHIPS
<p>Provided by the US Equal Employment Opportunity Commission’s Youth@Work.: https://www.eeoc.gov/sites/default/files/migrated_files/youth/videos/youthatwork.mp4 (24:28 minute video)</p>	<p>“What Schools Can Look For and Need to Know About Human Trafficking” National Center on Safe Supportive Learning Environments: https://vimeo.com/657572928/49d711f541 (31:45 minutes video length) (Transcript of the video can be found here): https://safesupportivelearning.ed.gov/sites/default/files/NCSSLE%20HT%20Staff%20Development%20Series_Session1_Transcript.pdf</p>	<p>KidsHealth in the Classroom Grades 9 to 12 - Personal Health Series - Healthy Relationships-https://classroom.kidshealth.org/classroom/9to12/personal/growing/healthy_relationships.pdf (Instructor-led interactive 8-page handout with activities, group discussion, and written questions).</p>
<p>“Unlawful Harassment in Apprenticeship Programs.” https://www.apprenticeship.gov/sites/default/files/unlawful-harassment-training-presentation.pdf (38-page slide show) AND Accompanying Video “Introduction to Anti-Harassment in Apprenticeship Programs” https://player.vimeo.com/video/229598294 (5:48 minutes)</p>	<p>Article titled “Grooming: Know the Warning Signs” to be read: https://www.rainn.org/news/grooming-know-warning-signs</p>	<p>TED Business “Healthier relationships...at work Pt. 2” (audiofile) 24:48 minutes length). https://www.youtube.com/watch?v=T8JVeMrIEE4</p>
<p>OSHA.com (not Gov) Training on Harassment - (paid) https://www.osha.com/store/workplace-harassment-prevention-training.html#:~:text=The%20training%20should%20cover%20topics,training%2C%20and%20employees%20who%20attended (2:58 minutes intro video, the rest are for a fee.)</p>	<p>Human Trafficking - Series of free videos on labor trafficking, human trafficking/exploitation of students. https://safesupportivelearning.ed.gov/human-trafficking-webinar-series and https://safesupportivelearning.ed.gov/sites/default/files/DHS%20Blue%20Campaign%20SRO%20Guide.pdf (10-page handout for instructors to use in presentation or discussion with students.)</p>	<p>Character Playbook - Healthy Relationships - (teacher and student accounts) (online 5 slides) https://everfi.com/courses/k-12/character-playbook-healthy-relationships/</p>

STUDENT TRAINING CERTIFICATION FORM

_____ Presentations in a supervised group setting and led by the WBL Coordinator or other staff, and then student and WBL Coordinator or other staff certify completion below along with signatures,

OR

_____ Students individually completed self-directed training courses online and certify completion below along with a parent's signature.

Date(s) training completed: _____

Description of Chosen Trainings (or mark those above):

Harassment training completed: _____

Healthy Relationships training completed: _____

Predatory Behavior training completed: _____

Certification/Confirmation of Training Completion:

The below student declares that the information above is correct and that they have spent a reasonable amount of time studying all the named resources.

Printed Name: _____ Student Signature: _____

(If a student completes outside of school as a self-directed training, parent signs below. Otherwise, please leave blank).

The parent confirms that the student spent a reasonable amount of time studying all the named resources, thereby completing the safety training in a self-directed manner:

Parent Name: _____ Parent Signature: _____

THIS SECTION FOR SCHOOL ONLY

The undersigned staff member confirms receipt of this Training Completion Form by the above student.

WBL Coordinator / Staff Member Name: _____

WBL Signature: _____

Somerset Academy of Las Vegas Work Based Learning Information Sheet

Somerset Academy of Las Vegas Document Checklist:

- Somerset WBL Information Sheet Somerset WBL Agreement Form Intern Training Plan
- Student Safety Training Completion Certificate

All documents listed above must be completed and on file for students to be issued WBL credit. 60 hours=0.5 credits

Term:	<input type="checkbox"/> Fall 20____	<input type="checkbox"/> Spring 20____
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Student Name

Name of Internship Company or Organization

Supervisor

Company or Organization Address

Company or Organization Phone Number

Supervisor's Phone Number

Position is: (Mark all that apply)

- Full Time
- Internship
- Part time
- CTE Work Experience (If applicable)
- Job Shadowing

Job Title: _____ Start Date: _____ End Date: _____

Rate of Pay: _____ Unpaid Hourly Wage: \$ _____ Other: _____

Work Schedule (Hours/Days of the week) _____

Brief Description of Intern Duties: _____

Company/Organization Dress Code: _____

Somerset Staff Contact Person:

_____ (Name)	_____ (Title)
_____ (Email)	

Somerset Academy of Las Vegas Work Based Learning Agreement Form

THIS AGREEMENT is between _____ (Student Name) (from here named "Student"), the Student's parent or guardian, Somerset Academy of Las Vegas and _____ (Company). Program eligibility is contingent on successfully completing the program's enrollment process. School credit for hours worked is awarded to the Student, contingent upon completion of district paperwork, submission of documentation of work hours using approved an timesheet or pay stub, and any additional assignments required by school staff. All parties agree to the following:

1. Commitment

a. The student agrees to the following:

- i. To participate in the required Student Safety Training as assigned before beginning any Work-Based Learning Program.
- ii. To be placed as an intern or maintain employment at _____ (Partner Company).
- iii. To attend class, workshops, seminars or other work readiness training before and/or during the internship as dependent upon position.
- iv. To attend all scheduled classes in accordance with school policies.
- v. To work according to the schedule listed on the Somerset Internship Information Sheet. (see below)
- vi. To provide my own transportation to and from worksite unless provided by program. If student drives, student will ensure the vehicle is insured and abide by all state driving laws.
- vii. To act as an ambassador for Somerset Academy of Las Vegas, its student, faculty, and staff by conducting oneself in a positive, ethical and respectful manner and maintain good grooming, appropriate dress and professional behavior throughout internship/employment.
- viii. To be familiar with and follow the worksite's employment policies, procedures, dress code, privacy or confidentiality agreements, and behavioral expectations.
- ix. To notify the work site and school contact person of absences and/or tardiness according to work site policies and procedures and to inform school contact person of any changes in internship/work status (cutback of hours, change in work schedule, or dismissal).
- x. To maintain communication with the school contact person via email, phone or face to face contact at school as required by internship program.
- xi. To meet the requirements for a passing grade as outlined in course syllabus or program policies.
- xii. To turn in documentation required for school credit to designated school staff person. This may include timesheets, pay stubs, performance evaluations, internship projects, etc.

2. The parent or guardian agrees:

- i. Ensure the student carries out the requirements of the Student Safety training before starting a placement.
- ii. To be responsible for the personal conduct of the student while in training.
- iii. To encourage student to communicate directly with worksite supervisor and school contact person when late or absent from work.
- iv. To provide the support needed for the student to fully engage in the internship program.
- v. To assist student with transportation, as needed.

3. Somerset agrees as follows:

- i. Vetting all employer hosts, including background checks compliant with the new law per AB 256 of the 2023 Regular Legislative Session, and ensuring all employee hosts receive an orientation to Work-Based Learning.
- ii. Ensuring that each student participates in pre-WBL program safety training on harassment, healthy relationships, and identifying predatory behavior in a workplace, in compliance with AB 256 of the 2023 Regular Legislative Session.
- iii. To develop a training plan outlining the specific skills student will learn on-the-job in collaboration with the Worksite Supervisor/Employer.
- iv. To provide case management support and act as a liaison between the student, parent/guardian, school and worksite supervisor as needed.

- v. To ensure that the worksite conditions meet the requirements of the law and will not endanger the health, safety, or welfare of the student. Somerset staff reserves the right to withdraw student from internship/worksite when serious concerns arise related to student safety and/or well-being.
- vi. To visit the worksite to evaluate student progress and assist supervisor, as needed, to help the student meet worksite expectations and perform at their full potential.
- vii. To provide consultative support to the Worksite Supervisor to ensure a successful and meaningful internship experience for the student and Supervisor.
- viii. To issue school credit based on hours worked, as documented on the time-sheet, pay stub, or other district-approved documentation per the course syllabus or program policy at the end of the term.

d. The Worksite agrees to the following:

- i. To permit _____ (Student Name) from _____ (School Name) to enter the workplace as an intern under the supervision of _____ (Worksite Supervisor Name) for the purpose of gaining knowledge and experience in the area of _____ (Career Area/Industry).
- ii. To complete the Intern Training/Learning Plan with the Student. (see below)
- iii. If a polygraph, drug test or other screening is required prior to internship placement or employment, supervisor agrees to obtain parent permission before test is administered.
- iv. The worksite agrees to conform to all federal, state, and local laws and regulations, including Child Labor Laws and non-discrimination on the basis of sex, race, creed, color, disability, or marital status.
- v. Worksite Supervisor(s) and any staff who will have consistent, unsupervised contact with interns will complete a criminal background check through Somerset before internship begins. Supervisor is required to maintain line of sight supervision of student. (Note: This does not apply to students who are on the company's payroll.)
- vi. Employer/supervisor will instruct student in office procedures, appropriate dress, office culture/etiquette, and safety policies and procedures.
- vii. Ensure the student is given the opportunity to gain well rounded experience in a safe environment and progress in the position as proficiency allows.
- viii. To contact school staff if concerns arise regarding student's work performance.
- ix. To maintain confidential information and not reveal it to clients, colleagues, or others without procuring the necessary releases or authorizations.
- x. To utilize information disclosed to worksite supervisor or other staff solely for the purpose of supporting a student's development during an internship.
- xi. To verify intern timesheet/work hours and complete a Performance Evaluation each semester to provide feedback on student's work quality and ability to meet workplace expectations.

2. Wages and Workers' Compensation

- a. Internships may be unpaid or paid by the worksite. Unpaid internships must meet specific criteria when placing students with disabilities.
- b. Somerset paid interns are paid an hourly wage. Somerset interns may also receive an incentive for participation in the internship program.
- c. When a student is paid by an outside employer or agency, the Participant is covered by the employer's workers' compensation insurance. Students must report an injury to their supervisor and

school contact person as soon as possible, but no later than 3 business days or may not be eligible for worker's compensation coverage.

3. Termination

- a. Grounds for termination during the internship may include but are not limited to:
 - i. Academic concerns (drop in grades, attendance, not completing class assignments, etc.)
 - ii. Poor work performance
 - iii. Poor attendance at worksite
 - iv. Unprofessional or inappropriate behavior
 - v. Failure to meet program expectations
- b. In the event that the student is terminated from the internship program for reasons of unprofessional or inappropriate behavior while enrolled at Somerset Academy of Las Vegas, the student may face additional disciplinary action as deemed reasonable by the School's Internship Coordinator, CTE Coordinator and/or other school administrator.
- c. This Termination may result in loss of internship course credit issued.

4. Resignation

- a. Due to the nature of an internship arrangement, a student may not withdraw from an internship without prior authorization from Somerset administration except in severe and justifiable circumstances.
- b. If the student resigns from the internship program before all program requirements are complete, credits may not be awarded.

5. Confidentiality

- a. The student acknowledges that in the course of the internship experience they may have access to and be involved in the processing of verbal, written, filmed, and/or recorded information relating to clients, employees or company business.
- b. The student understands they are required to maintain confidentiality of this direct or indirect information at all times, both during and after the internship experience. The student understands that they may not share, discuss, or reveal any of this information with anyone.
- c. Failing to maintain confidentiality may result in disciplinary action, including termination from the internship or legal action.
- d. The student agrees to abide by the confidentiality policy as stated above and other information as deemed by employer as confidential.

Term:	<input type="checkbox"/> Fall 20____	<input type="checkbox"/> Spring 20____
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This student is expected to complete _____ (please fill in blank) Work Based Learning credit hours this term as reflected on their class schedule.

Student's Name: _____ Student Signature: _____ Date: _____

Worksite Supervisor's Name: _____ Worksite Supervisor's Signature: _____ Date: _____

Parent's Name: _____ Parent's Signature: _____ Date: _____

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **OCTOBER 30, 2023**

AGENDA ITEM: **3d – APPROVAL OF UPDATED SPECIAL EDUCATION MANUAL**

NUMBER OF ENCLOSURES: **3**

SUBJECT: SPECIAL EDUCATION MANUAL

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

PRESENTER(S): **BOARD**

PROPOSED WORDING FOR MOTION/ACTION:

CONSENT

FISCAL IMPACT: **NO**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND: **THE UPDATED SPECIAL EDUCATION MANUAL REQUIRES BOARD APPROVAL PRIOR TO SUBMISSION TO THE STATE.**

2023-2024 Special Education Manual Updates

1. Updated SPCSA Board Members
2. Updated Charter Board Members
3. Updated Table of Contents
4. Changed Transfer Policy 5.4.1.a
 - a. Removed old 5.4.1.a
 - b. Replaced with SPSCSA revised 5.4.1a
5. Removed Old Transfer Flow Charter
6. ADD New SPCSA Transfer Flow Chart
7. Removed statement about placement of students back to district since removed NAC 388A.453(8) removed from law.
8. Updated Homebound 8.5.2
9. Updated Chapter 9 Discipline to remove progressive discipline and restorative practices. 9.1
10. Added Appendix A Caseload and Class Sizes Based on NAC 388.150
Error! Bookmark not defined.
11. Added Appendix B Request to Exceed Maximum Case Loads
12. Added Appendix C AB 330 and AB 285 Changes to Student Discipline Offences and Sanctions



Special Education Policies and Procedures

SPECIAL EDUCATION POLICIES AND PROCEDURES IEP DOCUMENTATION

1. INTRODUCTION

This section has been developed by Somerset Academy of Nevada (Somerset) to provide each person who handles Individual Education Plans (IEPs) with well-defined guidelines/procedures regarding: (1) determining the student's goals for an IEP; (2) implementation of a student's IEP in accordance with State and Federal law; (3) properly documenting the implementation of a student's IEP; and, (4) how to use the form to show that an IEP is being documented and implemented.

The procedures in this section will: (1) ensure that all school personnel who are responsible for the implementation of an IEP are informed of their duties and the type of support they are to provide; (2) ensure that a student's IEP will be implemented starting on the first day of their attendance at school; and, (3) monitor the implementation of the required kind/type, amount and location of services in an IEP.

2. POLICIES

2.1 Training on Policies and Procedures

It is the policy at Somerset that all administrators, teachers, and other school personnel will be trained annually on these policies and procedures prior to the start of the school year. Any administrators, teachers, or other school personnel starting after the first day of school, will be trained on these policies and procedures prior to entering the classroom at Somerset. All administrators, teachers, and other school personnel will be required to sign this Manual each year after they receive training on the policies and procedures contained herein.

Information will be provided by the Executive Director of Special Education, Academica Nevada and Special Education Projects Facilitator, Academica Nevada to Somerset's Registrars and Special Education Instructional Facilitators.

2.2 Determining a Student's Goals for an IEP

It is the policy at Somerset that an IEP must aim to enable a student to make progress. An IEP must be "reasonably calculated to enable a student to make progress appropriate in light of the student's circumstances." (*See, Endrew v. Douglas County School Dist.*, 580 U.S. ____ 2017). The essential function of an IEP is to set out a plan for pursuing academic and functional advancement. Somerset believes that an IEP is not a form document and must be constructed after careful consideration of the student's present levels of achievement, disability, and potential for growth. Goals in a student's IEP will be made by the IEP team based on the progress the student has made and taking into consideration the student's circumstances.

2.3 Implementation of a Student’s IEP in Accordance with State and Federal Law

All IEPs must be implemented in accordance with Nevada and Federal law, including the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973.

2.4 Properly Documenting the Implementation of a Student’s IEP

All teachers, special education personnel, and any other employee who is responsible for the implementation of any IEP, are required to document each action taken towards the implementation of any IEP. This includes daily documentation by teachers, special education personnel, and any other employee responsible for the implementation of an IEP of what was done to implement that IEP during any given day. All teachers, special education personnel, and any other employee responsible for the implementation of an IEP will be required to use an electronic form in Infinite Campus or other appropriate electronic form.

2.5 Using the Documentation Form

Every student’s teacher will complete an electronic IC Service Log or other electronic form for each student with an IEP for whom they provide service. This Service Log is to be filled out daily. The Special Education Facilitator will complete a compliance review on each student’s electronic Service Log Folder monthly beginning in August.

3. PROCEDURES FOR COLLECTION OF NEWLY ENROLLED STUDENTS WITH DISABILITIES

These procedures will outline the procedures that administrators, teachers, special education facilitators, and all other personnel who are responsible for implementing IEPs must take regarding all aspects of implementing an IEP.

3.1 Obtaining IEPs Before the School Year

Each student’s IEP must be obtained prior to the beginning of the school year, or the first day of enrollment. This will ensure that each student’s IEP is implemented starting on the student’s first day of school. Returning student’s IEPs will already be in the possession of the school. During the registration process, parents of students that are enrolling in the school, have the option to inform the school whether their student has an IEP. If the parent selects Yes, the procedures outlined in 3.1.A must be followed. If the parent selects No, the procedures outlined in 3.1.B must be followed.

3.1.A School is Aware that an IEP Exists During Registration

If the parent makes the School aware of the existence of an IEP during the registration process by selecting Yes, they have the option of either emailing the IEP or providing the IEP to the School’s registrar in person. Somerset will also request all special education

records from the student's prior school. The following procedures will also apply to students with an IEP that transfer into the School after school has started.

3.1.A.i Uploaded IEP

1. Upon receipt of the student's IEP, the school registrar will print out each IEP that is emailed and place their initials and date in the upper right hand corner;
2. The school registrar will send the IEP to the Academics's Special Education Caseload Manager and Projects Facilitator.
3. The Academics's Special Education Caseload Manager and Projects Facilitator will review the IEP and place the student's information from the students' IEP onto the electronic caseload. If a student's IEP contains information that is non-routine, notes will be made on the caseload, dated, initialized, and emailed to appropriate staff (e. g. student's name with health condition will be sent to school nurse).
4. IEPs will be collected in a Document Folder for each campus. Access to the folder will be given to Special Education Staff.
5. If the Academics's Special Education Caseload Manager and Projects Facilitator has any questions they will contact the parent of the student;
6. The Special Education Teacher of Record (TOR) shall document that they have reviewed each student's IEP and status that the IEP was reviewed.
7. The Special Education Teacher shall create a six-tab Confidential Folder including the IEP and all special education documents following the correct placement of documents as specified on the Confidential Folder Tab document.
8. The TOR shall document that they have provided and reviewed each student's IEP with each of the student's teacher(s) prior to the first day of attendance at school.
9. Each teacher of each student with an IEP will sign a Receipt of the IEP document which states that they have received and been provided a review of the student's IEP. One "Receipt of the IEP" document per student is placed in the student's confidential folder and stashed by TOR prior to the first day of attendance at school

3.1.A.ii IEP Dropped Off at the School During Registration Process prior to First Day of Attendance at School

1. If the IEP is dropped off at the school, the registrar shall, upon receipt of the IEP, place their initials and date in the upper right hand corner;
2. The school registrar will scan and email the IEP to the Academics Caseload Manager and Special Education Project Facilitator;
3. The Academics's Special Education Caseload Manager and Projects Facilitator will review the IEP and place the student's information from the student's IEP onto the electronic caseload. If a student's IEP contains

information that is non-routine, notes will be made on the caseload, dated, initialized, and emailed to appropriate staff (e. g. student's name with health condition will be sent to school nurse).

4. If the Academics' Special Education Caseload Manager and Projects Facilitator has any questions they will contact the parent of the student;
5. IEPs will be collected in a Document Folder for each campus. Access to the folder will be given to Special Education Staff.
6. The Special Education Teacher shall create a six-tab Confidential Folder including the IEP and all special education documents following the correct placement of documents as specified on the Confidential Folder Tab document.
7. The TOR shall document that they have provided and reviewed each student's IEP with each of the student's teacher(s) prior to the first day of attendance at school.
8. Each teacher of each student with an IEP will sign a Receipt of the IEP document which states that they have received and been provided a review of the student's IEP. One "Receipt of the IEP" document per student is placed in the student's confidential folder and is stamped by the TOR prior to the first day of attendance at school.

3.1.A.iii Yes was Selected but No IEP is Provided During Registration Prior to the First Day of School.

During the registration process, if the parent selects Yes that their student has an IEP and does not provide the IEP to the school, the following procedures must be followed:

1. The school registrar will electronically request a Records Transfer on Infinite Campus. Requests will be made for the following transfers:
 - a. IEP Import Wizard (Locked)
 - b. Special Education Evaluation Wizard (Locked)
 - c. Special Education Documents Wizard (PDFs)
2. If within five (5) days of requesting records from the school, and the registrar still has not received a records transfer, the registrar shall send a letter via certified mail, return receipt requested, to the student's previous school requesting the IEP be sent to the school within two (2) weeks;
3. If the school does not have the IEP within two (2) weeks of the student's first day of attendance at school, the school principal shall contact the student's previous school either by email or by phone and request the IEP. The principal is responsible for documenting this step.

3.1.A.iv After First Day of School, Yes was Selected but No IEP is Provided.

1. The school registrar will electronically request a Records Transfer on Infinite Campus. Requests will be made for the following transfers:
 - d. IEP Import Wizard (Locked)
 - e. Special Education Evaluation Wizard (Locked)
 - f. Special Education Documents Wizard (PDFs)
2. The Special Education Facilitator will call and email the parent and previous school with a request for special education documents so special education services can be provided, and status the call on Infinite Campus electronic Contact Log.
3. If within five (5) days of the phone call and email to the previous school's principal, the registrar still has not received the IEP, the registrar shall send a letter via certified mail, return receipt requested, to the student's previous school requesting the IEP be sent to the new school within two (2) weeks;
4. If the school does not have the IEP within two (2) weeks of the student's enrollment, the school principal shall call the parent to discuss whether or not the student received special education services and contact the student's previous school either by email or by phone to request the IEP. The principal is responsible for documenting this step.

3.1.B The School is Not Aware of the Existence of an IEP

The school may not always be aware that a student has an IEP. The school will follow up with each newly registered student to ensure that an IEP does not exist.

1. Upon enrollment, School registrar will send an automatic push email to all parents upon enrollment welcoming the students to charter school. The email will specifically ask that if their student is on an IEP or 504 plan to turn that documentation into the school. The email will include the following instruction:
 - a. PLEASE DO NOT EMAIL YOUR CHILD'S IEP OR 504 PLAN. IEP AND 504 PLANS SHOULD ONLY BE SUBMITTED DIRECTLY TO THE SCHOOL.

3.1.C The School is Aware of an IEP But it Has Expired

If the school has received an IEP that has expired, the following procedures will be followed:

1. Academics's Special Education Caseload Manager and Projects Facilitator will contact the parent to find out whether a current IEP exists;
2. If a current IEP exists, the Special Education Caseload Manager and Projects Facilitator will attempt to obtain the current IEP;

3. The registrar will do a records request from the student's prior school at least two (2) weeks prior to the start of school;
4. The IEP Team will review the IEP for services;
5. If there is not a current IEP but there is current eligibility, the school will complete a current Annual IEP within the first two weeks of attendance at school.
6. If the eligibility and IEP have expired dates, the school will follow the SPCSA's guidelines for an Interim IEP found in section 7.5.4 of the Special Education Guidance Manual. The School Psychologist will also meet with parent and have a Consent for a Reevaluation signed to complete a Reevaluation for Eligibility.

3.2 School Personnel Are Informed of Their Duties and the Type of Support That is Needed

The following procedures will ensure that all school personnel who are responsible for the implementation of the IEP are informed of their duties. This procedure will also ensure that teachers and school personnel are implementing the IEP on the first day of attendance at school.

1. At least one (1) week prior to the start of school, the school facilitator will set up meetings with each IEP student's teachers and all other school personnel who will be implementing the IEP to review the IEP.
 - a. This will include going over the student's goals, what that looks like, the type of support they are to provide, and informing the teachers of how they can implement the IEP each day.
 - b. At the meeting each attendee will receive a hard copy of the IEP and/or have access to the IEP electronically.
2. Prior to the start of school all teachers and school personnel who will be implementing the IEP will sign "Receipt of IEP" stating that they have reviewed the IEP and understand their responsibilities and duties in implementing the IEP. The Receipt of IEP will be placed in student's Confidential Folder.
3. The first week of school, the Special Education Instructional Facilitator will ensure that each teacher is in compliance and aware of their responsibilities and duties in implementing the IEP. Special Education Instructional Facilitator will status in the Infinite Campus Contact Log.
4. The first week of each month, the school facilitator will ensure that each teacher is in compliance and aware of their responsibilities and duties in implementing the IEP. Special Education Instructional Facilitator will status in the Infinite Campus Contact Log.
5. If a teacher or other school personnel who are responsible for implementing an IEP is absent from school, the Special Education Instructional Facilitator will ensure that IEP services continue by meeting with the substitute to review services. Special Education Instructional Facilitator will status in the Infinite Campus Contact Log.

- a. All special education teachers will maintain a substitute binder with information pertinent to providing services to students with IEPs, including but not limited to lesson plans, roster, accommodations/modifications needed for students with IEPs to access curriculum, frequency and duration of services.
 - b. The special education teachers will also be developing daily lesson plans specific to their student's goals and objectives.
6. Upon hiring of new Special Education Teachers and Related Service Personnel, the Special Education Instructional Facilitator will meet with new staff and review Policies and Procedures in Special Education at Charter Schools.
 7. Upon completion of Initial, Reevaluation, and Annual IEPs, TOR will review IEP with school staff, have staff sign Receipt of IEP form, and place the form in the Confidential Folder.

3.3 Monitoring the Implementation of the IEP

In order to ensure that an IEP is being implemented in the correct manner, Somerset has adopted the following monitoring procedure. This procedure will require extensive documentation. The Special Education Instructional Facilitator will be responsible for following the Special Education Instructional Facilitator Month-to-Month Guide.

1. Each teacher and school personnel that are implementing an IEP will be responsible for completing the Electronic Service Form daily for each IEP student;
2. Every student's teacher will complete the Service Log for each student with an IEP for whom they provide service. This Service Log is to be filled out daily.
3. Bimonthly on the 2nd and 4th Friday by the end of the school day, the Special Education Instructional Facilitator will complete a compliance review on each student's Service Log Folder monthly beginning in August.
4. If the Special Education Instructional Facilitator determines that a teacher or other school personnel are not properly implementing the IEP, the Special Education Instructional Facilitator shall within one (1) school day meet with the teacher or other school personnel and provide corrective training.
5. The teacher will sign a form stating that they received corrective training.
 - a. Within one (1) school day after reviewing each documentation form, the Special Education Instructional Facilitator will share access to each student's Service Logs with the school assistant principal;
6. The assistant principal will review Electronic Service Logs form and status on Infinite Campus contact log.

3.3 A Corrective Action Plan for Teachers Under Corrective Procedures

1. If a teacher or other school personnel refuse to attend corrective training, they will be subject to disciplinary action in accordance with Nevada law and the employee handbook.
2. Teachers who have received Corrective Procedure Trainings, will have their student's Service Logs reviewed weekly by the Special Education Instructional Facilitator instead of Bi-monthly for one month. After four weeks of correct implementation and documentation, the Special Education Instructional Facilitator will meet with the Special Education teacher and review the implementation improvement.
3. If the Special Education Teacher has improved their documentation, the Special Education Instructional Facilitator can return to Bi-monthly review of paperwork.
4. If a teacher or other school personnel fails to fill out and submit the Service Logs, they will be subject to disciplinary action in accordance with Nevada law and the employee handbook.

4.0 Multi-Disciplinary Team (MDT) and Individualized Educational Program meetings (IEP)

Required Team Members have to attend MDT and IEP meetings for the duration of the meeting. Administrators will provide supervision of teacher's classrooms if MDT/IEP meetings occur at the same time as teacher attendance at meetings. See the Special Education Manual for Somerset Academy of Nevada.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE RECEIVED TRAINING ON THE SPECIAL EDUCATION POLICIES AND PROCEDURES IEP DOCUMENTATION MANUAL, AND I AGREE TO ABIDE BY THE POLICIES AND PROCEDURES IN THIS MANUAL.

Print Full Name

Signature

Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]



Somerset Academy of Nevada

SPECIAL EDUCATION MANUAL

MISSION STATEMENT

We prepare students to excel in academics and attain knowledge through life-long learning by dedicating ourselves to providing equitable, high-quality education for all students. We promote a culture that maximizes student achievement and fosters the development of accountable 21st Century learners in a safe and enriching environment.

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A College Prep School
Cultivating effective leaders, good character, and a desire to render service.

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School District (CCSD)

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CHAPTER 1 INTRODUCTION

INTRODUCTION

This chapter serves as the introduction to the charter school Special Education Procedures Manual.

- 1.1 Purpose of this Manual
- 1.2 Applicable Laws and Regulations
- 1.3 Free Appropriate Public Education
- 1.4 Overview of Manual

1.1 PURPOSE OF THIS MANUAL

This manual is designed for use by teachers, administrators, parents, service providers, professionals, and others involved in the identification, evaluation, and education of students with disabilities at the charter school. The manual is intended to guide the user in complying with federal and state legal requirements as they apply to the charter school interaction with students with disabilities and their parents/guardians.

This manual frequently refers to the charter school personnel who are responsible for carrying out certain activities, as well as the appropriate contacts if issues arise. If the charter school personnel have any questions regarding the use or interpretation of this manual or any legal or other issues affecting students with disabilities, they should contact their Site Administrator or the State Public Charter School Authority (SPCSA).

1.2 APPLICABLE LAWS AND REGULATIONS

1.2.1 Individuals with Disabilities Education Improvement Act (IDEA)

- a. The Individuals with Disabilities Education Improvement Act of 2004, often referred to as “IDEA,” provides federal funds to state and local agencies for the education of eligible students with disabilities. In order to be eligible to receive services under IDEA, a student must be determined to be a child with a disability ***and*** to need special education and related services (each as defined under IDEA).
- b. The charter school receives IDEA funds for the education of students with disabilities only if it complies with specific requirements of IDEA. They include, among other things, the requirement to identify and evaluate students who may have disabilities, to determine the eligibility of such students, to develop individualized education programs, to place students in appropriate settings, to follow certain procedural safeguards (including in connection with disciplinary actions), and to protect the confidentiality of student records. These requirements are discussed in more detail throughout this manual.
- c. Congress made changes to IDEA in 2004, and the U.S. Department of Education revised the regulations on August 14, 2006 and December 1, 2008. This manual incorporates those changes.

1.2.2 State of Nevada Requirements

- a. The State of Nevada has adopted its own laws and regulations covering the education of students with disabilities. These largely emulate the requirements of the federal laws and regulations discussed above but in some instances, expand on the federal requirements. The Nevada requirements are incorporated throughout this manual.

1.2.3 Settlement Agreements and Similar Requirements

- a. From time to time, the charter school may enter into mediation, resolution, and/or settlement agreements or compliance plans in connection with administrative or court actions against the charter school involving the education of students with disabilities. The terms of such agreements must be carried out by the charter school in addition to the federal and state requirements discussed above.

1.3 FREE APPROPRIATE PUBLIC EDUCATION

IDEA requires that a student who meets eligibility criteria for special education services is entitled to receive a free appropriate public education, often referred to as “FAPE”. Due to the meaning of FAPE being important to all the topics covered in this manual, this section discusses its meaning in detail.

1.3.1. Definition

The regulations implementing IDEA define free appropriate public education (FAPE) to mean special education and related services that:

- a. Are provided at public expense, under public supervision and direction, and without charge;
- b. Meet the standards of the Nevada Department of Education, including the requirements of IDEA;
- c. Include preschool, elementary school, or secondary school education for students 3-21 in the State of Nevada; and
- d. Are provided in conformity with an Individualized Education Program (IEP) that meets the requirements described in Chapter 7.0- Individualized Education Programs of this manual. The meaning of special education and related services is discussed in Chapter 7.0 – Individualized Education Programs. Other components of FAPE are discussed in greater detail below.
 - **Free:** For purposes of FAPE, the term free means that required services are provided without cost to the student’s parents/guardians. There may be other governmental agencies, insurers, or third parties (e.g. Medicaid) that have an obligation to provide or pay for services required under IDEA, Section 504 of the Rehabilitation Act of 1973 (Section 504); or the American with Disabilities Act (ADA). That said, the IDEA regulations specify that the charter school may access a parent’s private insurance proceeds only if the parent provides informed consent as described in Chapter 2.0 – Procedural Safeguards. Informed parental consent must be obtained each time the parent’s private insurance is accessed, and the parent must be informed that his or her refusal to consent does not relieve the charter school of its responsibility to ensure that all required IDEA services are provided at no cost to the parents. The IDEA regulations also provide that the charter school may not:
 - require of a student with a disability to sign up for or enroll in public insurance programs in order for their child to receive FAPE under IDEA;
 - require parents to incur an out-of-pocket expense such as payment of a deductible or co-pay amount incurred in filing a claim for services provided under IDEA;
 - use a student’s benefits under a public insurance program if that use would
 - A. decrease available lifetime coverage or any other insured benefit;
 - B. result in the family paying for service that would otherwise be covered by the public insurance program and that are required for the student outside of the time the student is in school;
 - C. increase premiums or lead to the discontinuation of insurance; or
 - D. risk loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures.

For assistance in locating potential sources of services or funding for services to meet FAPE, requirements, the charter school personnel should contact the charter school Site Administrator. The requirement that services be provided without cost to the student’s parents applies only to the costs of special education and related services. The charter school may charge the parents/guardians of students with disabilities any incidental fees that are normally charged to students without disabilities or their parents as part of the general education program. For example, fees may be charged for classroom supplies, art supplies, etc., if parents of students without disabilities are charged for the same supplies and the supplies are not part of the student’s special education and related services.

- **Appropriate:** The meaning of the term appropriate will depend on the unique needs of the individual student. Under IDEA, an appropriate education to a student with a disability is provided when:
 - Charter school personnel will comply with Nevada Administrative Code (NAC), applicable federal law, and procedural requirements described in this manual; and

- the individualized education program developed for the student (as described in Chapter 7.0 – Individualized Education Program) is reasonably calculated to enable the student to receive educational benefit. The charter school is not required to provide the best possible education for a student with disability. However, the charter school must provide a program that is designed to provide some educational benefit to the student. These educational benefits must be more than minimal, meaning that the program must be designed to result in some tangible gain in the student’s abilities.
- **Public:** The term public education means one that meets the standards establish by the Nevada Department of Education, including standards that relate to compliance with IDEA. This requirement does not mean that a student cannot be placed in a private school or facility if the Multidisciplinary Team determines that such a placement is needed to provide FAPE.

1.3.2. Students Who Are Entitled to FAPE

- Generally, the charter school is required to ensure FAPE is available to all students with disabilities, age 3 through 21, residing in Nevada and attending the charter school, including students with disabilities who have been suspended or expelled from school. FAPE includes the requirement that the charter school engage in appropriate child identification activities while enrolled in the charter school. These requirements are discussed in Chapter 4.0 --- IDENTIFICATION.
- Suspensions and Expulsions**
The FAPE requirements specifically apply to students who have been suspended or expelled. For a discussion of the requirements for disciplinary action against a student with a disability, please refer to Chapter 9.0 – Discipline.
- When the FAPE Requirement Terminates**
The charter school’s obligation to provide FAPE to a student ends when:
 - The student is found not eligible through reevaluation;
 - The student graduates with an Option One/Standard diploma;
 - The student ages out at 22 years old;
 - The parent provides the charter school with a written revocation of consent and the charter school issues a prior notice of revocation of services; or
 - A hearing officer orders the termination.
 NOTE: See Chapter 7 for Option 2 information.
- Students in Private Schools**
 - If the charter school has made FAPE available to a student in a timely manner, and the student’s parent(s) nevertheless unilaterally place(s) the student in a private school or facility, the charter school is not obligated to pay the costs of the private school placement. These provisions, as well as certain other limitations on the FAPE requirement for students in private schools, are described in Chapter 8.0—Placement.
- Students in Adult Prisons**
Under IDEA regulations and Nevada requirements, a student aged 18 through 21 may not be eligible to receive FAPE if:
 - He or she is incarcerated in an adult correctional facility;
 - Was not identified as a student with a disability before the incarceration; and
 - Did not have an IEP.

These provisions are discussed in Chapter 6.0 – Eligibility.

1.3.3. Other Terms Defined in This Manual

Many other important terms are used routinely in connection with students with disabilities. These terms are defined and discussed in context, in the chapters covering the related areas.

1.3.1 OVERVIEW OF THE MANUAL

1.3.2 Introduction

This manual is organized in ten chapters, each covering a particular stage in the process of ensuring that students with disabilities receive a free appropriate public education.

1.3.3 Procedural Safeguards

Chapter 2.0 addresses the procedural safeguards afforded to parents and students under federal and state law. These safeguards include provisions regarding notice, consent, and participation in certain decisions, as well as requirements for mediation, due process hearing, state complaints, and civil actions.

1.3.4 Prior Notice

Chapter 3.0 addresses prior notices which are required to be given to parents under federal and state law. The notices include Parental Prior Notice of the charter school Proposal, Parental Prior Notice- Proposed Meeting Arrangements, Parental Notice of the charter school Refusal, and Notice of Intent to Implement IEP.

1.3.5 Identification

Chapter 4.0 addresses requirements for identification of students who may be covered by federal or state protections relating to persons with disabilities. These requirements include child identification obligations and the process for referring a student for an evaluation. This chapter also discussed intervention measures that may be appropriate for a student who has not yet been identified as having a disability.

1.3.6 Evaluation

Chapter 5.0 addresses the process for evaluating a student to determine whether he or she may have or continues to have a disability. The chapter also discusses the requirements for persons who are involved in an evaluation, as well as certain procedural requirements designed to keep parents informed of and involved in their child's evaluation.

1.3.7 Eligibility

Chapter 6.0 addresses the requirements for determining whether a student has a disability and is entitled to receive services under IDEA or the protections of Section 504 and ADA. These requirements include provisions governing the Multidisciplinary Team and its eligibility determinations.

1.3.8 Individualized Education Programs (IEPs)

Chapter 7.0 addresses the development and revision of a student's IEP. The chapter discusses the procedural and substantive requirements for an IEP.

1.3.9 Placement

Chapter 8.0 addresses the process for ensuring that a student is placed in an appropriate setting in accordance with state and federal special education law. The chapter discusses the options available for placement in the least restrictive environment (LRE) and specific requirements for certain types of placements.

1.3.10 Discipline

Chapter 9.0 addresses the special provisions applicable to governing disciplinary actions involving students with disabilities. It discusses the procedural safeguards that are provided during the student disciplinary process, as well as parents' rights to challenge disciplinary actions.

1.3.11 Student Records and Confidentiality

Chapter 10.0 addresses the requirements for the charter school handling of the records of students with disabilities.

CHAPTER 2 PROCEDURAL SAFEGUARDS

INTRODUCTION

The charter school is required to establish, maintain, and implement procedural safeguards as described in this Chapter. This chapter describes:

- 2.1 Parents and Communications with Parents
- 2.2 Notices and Opportunities to Participate
- 2.3 Consent
- 2.4 Student Records
- 2.5 Independent Educational Evaluations
- 2.6 Disciplinary Placements
- 2.7 Mediation
- 2.8 Due Process
- 2.9 Civil Actions
- 2.10 State Complaints
- 2.11 Attorney's Fees

2.1 PARENTS AND COMMUNICATIONS WITH PARENTS

2.1.1. Definition of Parent

The use of the term "parent" includes:

- a. Child's biological or adoptive parent;
- b. Foster parent when:
 - The biological parent's authority to make educational decisions on the student's behalf has been terminated under State law,
 - The foster parent has an ongoing, long-term parental relationship with the student,
 - The foster parent is willing to make the educational decisions required of the parent under IDEA, and
 - The foster parent has no interest that would conflict with the interests of the student.
- c. Guardian authorized to act as a child's parent or authorized to make educational decisions by a court of law;
- d. Individual acting in place of a biological or adoptive parent (grandparent, stepparent or other relative) with whom the child lives, or who is legally responsible;
- e. Surrogate parent;
 - Surrogate must be appointed whenever:
 - parents cannot be identified
 - parents cannot be located after reasonable efforts
 - the child is a ward of the State (surrogate may be appointed by judge)
 - the child is an unaccompanied homeless youth; or

The Surrogate parent represents the child in all matters concerning the identification, evaluation, and educational placement of the child, and the provision of FAPE.

When more than one party is qualified to act as a parent, it must be presumed the biological or adoptive parent is the parent unless they do not have legal authority to make educational decisions for the student.

In the cases described above, the Site Administrator (or designee) should request an appointment with the surrogate parent.

2.1.2. Transfer of Parental Rights to the Student

In certain circumstances, the parent’s rights will transfer to the student, and after rights have transferred, references to “parent” in this manual should be read to mean the student.

2.1.3. The parent’s rights under IDEA generally transfer to the student:

- a. when the student reaches age 18; or
- b. if the student is incarcerated in an adult or juvenile, state or local, correctional institution.

2.1.4. The parent’s rights under IDEA do not transfer to the student if:

- a. the student is adjudged incompetent and a court appoints a guardian for the student; or
- b. the student’s parent submits an application (Notice of Application to Represent the Educational Interests of the Special Education Student at the Age of Majority) to the court system to continue to represent their child’s special education interests and whose child participates in the state’s alternate assessment.

2.1.5. Even after the parent’s rights transfer to the student, any notices which ordinarily are required to go to the parent must be provided to both the parent and the student. All other rights accorded to parent under IDEA will transfer to the student. However, at the discretion of the student or the charter school, the parent could be invited to attend the IEP meetings as “individuals who have knowledge or special expertise” regarding the student. The student and or their parent are to be notified of the transfer of IDEA rights to the student through the IEP process, beginning when the student reaches age 17, as described in Chapter 7 – Individualized Education Programs, and when the parent’s rights transfer to the student.

2.1.6. Native Language or Mode of Communication

The native language of a parent with limited English proficiency means the language normally used by the parent. The native language of a student with limited English proficiency means the language normally used by the parent of the student. However, for purposes of all direct contact with the student (including evaluation of the student), the student’s native language is the language normally used by the student in the home or learning environment. If a person has deafness or blindness or does not have a written language, the mode of communication would be the type of communication which is normally used by that person (e.g., sign language, Braille, or oral communication).

2.1.7. If a parent has limited English proficiency based on the Home Language Survey:

- a. Special Education service provider will contact a translation or interpreting service to contract for their services unless the parent/guardian waives translation services and they sign a translation waiver form. (Form in Appendix) Note: Certified interpreters must be used. (i.e. ALS Global is an example of a vendor who can provide translation services in 240 languages.)

2.2 NOTICES AND OPPORTUNITIES TO PARTICIPATE

2.2.1. Notices of Meetings and Other Actions

Written prior notice that meets the requirements described in this Section must be given to the parent of a student in a reasonable time. Reasonable time is defined as no less than 5 school days (the charter school best practice is 10 days) unless both parties agree otherwise. The prior notice must be provided before the charter school proposes or refused to initiate or change the student’s:

- a. Identification as a child with a disability;
- b. Evaluation;
- c. Educational placement; or
- d. Provision of a free appropriate public education (FAPE).

2.2.2. The required notice must include:

- a. a description of the action proposed or refused by the charter school;
- b. an explanation of why the charter school proposes or refuses to take action;

- c. a description of any options that the charter school considered and the reasons why those options were rejected;
- d. a description of each evaluation procedure, assessment, record, or report the charter school relied upon when the action was proposed or refused;
- e. a description of any other factors that are relevant to the charter school's proposal or refusal;
- f. a statement that the parents of a student with a disability have protection under the procedural safeguards described in this Chapter; and
- g. sources for parent to contact to obtain assistance in understanding the provisions of the IDEA.

2.2.3. Notice to parent must be written in a language understandable to the general public, and provided in the native language of the parent, or other mode of communication used by the parent. The charter school will take the following steps to ensure the parent/guardian's language needs are addressed:

- a. The special education service provider will translate the notice information. The special education service provider will use the Infinite Campus IEP Management system to translate the notices for the parent/guardian in their native language.
- b. If the charter school and the Infinite Campus IEP Management system are unable to translate the notice information into the parent/guardian's native language, the special education service provider will contact an appropriate public entity for technical support.
- c. In addition to written notice, the notice should be translated orally to the parent/guardian in his or her native language or other mode of communication;
- d. Confirmation will be received that the parent/guardian understands the content of the notice; and
- e. That there is written evidence in the student's confidential folder that these requirements have been met.

2.2.4. Copies of the notice forms sent to parent must be filed in the student's confidential folder, or if the student does not have a confidential folder, the student's cumulative folder. Copies of the notice forms for an IEP meeting should be filed with the student's IEP in the confidential folder.

2.2.5. Procedural Safeguards Notice

The charter school personnel must give parent a copy of the procedural safeguards notice, at minimum:

- a. Upon initial referral or parent request for evaluation;
- b. At least once per year;
- c. When parent requests a copy;
- d. Upon first request for due process hearing;
- e. First filing of a state complaint during the school year; and
- f. When the charter school proposes a suspension that will result in a disciplinary change of placement.

2.2.6. Opportunity to Participate in Meetings and Decisions

Parent must be given an opportunity to participate in meetings with respect to:

- a. Identification;
- b. Evaluation; and
- c. Educational placement of the student; and
- d. The provision of FAPE to the student.

2.2.7. "Meeting"

The term meeting does not include informal or unscheduled conversations involving the charter school personnel and conversations on issues as teaching methodology, lesson plans, or coordination of service provision if those issues are not addressed in the student's IEP. The term also does not include preparatory activities that the charter school personnel engage in to develop a proposal or to prepare a response to a parent proposal that will be discussed at a later meeting. For example, if a member of an IEP Team contacted an Occupational Therapist for ideas about possible fine motor intervention strategies to discuss at an IEP meeting, the conversation between the IEP Team member and the Occupational Therapist would not be a "meeting" requiring an opportunity for parent participation.

2.2.8. The Site Administrator (or designee) also must take steps to ensure that the meeting is scheduled at a mutually convenient time and place. If neither parent can physically attend the meeting, the Site Administrator (or designee) must use other methods to ensure parent participation, including individual or conference telephone calls or video conferencing. A decision may be made by a group without the involvement of the student's parent if the charter school personnel are unable to obtain the parent's participation in the decision. In such cases, all efforts to ensure the parent's participation must be documented in the student's confidential folder, including at a minimum:

- a. Detailed records of telephone calls made or attempted and the results of those calls (it is the charter school Best Practice that at least two phone calls be made to confirm with parents that meeting arrangements have been sent home and that follow-up calls be made if the charter school staff are unable to speak with the parent directly over the phone.);
- b. Copies of correspondence sent to the parent and any responses received (it is the charter school Best Practice that at least one notice be sent by regular mail); and
- c. Detailed records of visits made to the parent's home or place of employment and the results of those visits.

2.2.9. The charter school personnel must make reasonable efforts to ensure that the parent understands, and is able to participate in any group discussions relating to the educational decision for the student. The efforts should include arranging for an interpreter for parents who are deaf or hard of hearing or whose native language is other than English.

For additional information regarding Parent Participation in Meetings, see Chapter 3 Prior Notice.

2.3 CONSENT

2.3.1. Definition

Certain actions with respect to a student with a disability require parental consent, as described below in this Section. Consent means that:

- a. The parent has been fully informed of all the information relevant to the activity for which consent is sought, in the parent's native language or other mode of communication;
- b. The parent understands and agrees in writing to the carrying out of the activity for which consent is sought, and the consent describes that activity and lists the records (if any) that will be released and to whom; and
- c. The parent understands that the granting of consent is voluntary and may be revoked at any time.

2.3.2. If a parent revokes consent for evaluation, the revocation is not retroactive. That is, the revocation does not invalidate actions that were taken between the time consent was granted and the time it was revoked. For example, if a parent consents to an evaluation of a student but later revokes that consent, the revocation does not invalidate steps to conduct evaluation components taken by the charter school personnel between the time consent was given and the time it was revoked.

2.3.3. When Consent is Required

Parental consent must be obtained before:

- a. Conducting an initial evaluation.
- b. Conducting a re-evaluation with or without additional assessments.

Parental consent to an initial evaluation does not constitute consent to the initial placement in Special Education.

- If the parent refuses to consent or does not respond to the charter school's request for consent for initial evaluation, the charter school may, but is not required to, request mediation or request a due process hearing to the Nevada Department of Education to override the parent's refusal
- If the parent refuses to consent or does not respond to the charter school's request for consent to provide special education through specially designed instruction and related services to the student ***for the first time***, the charter school cannot use mediation or due process to override the parent's lack of consent. If the parent does not provide consent for initial provision of special education and related

services, the charter school will not be required to develop an IEP and will not be in violation of the obligation to make a free appropriate public education available to the student.

- If the parent refused to consent or does not respond to the charter school's request for consent for a re-evaluation, the charter school may, but is not required to, request mediation or request a due process hearing to override the parent's refusal.

NOTE: See Chapter 5 for further information.

2.3.4. Parental consent is not required before:

- a. reviewing existing data as part of an evaluation or reevaluation under the IDEA and Nevada regulations, (informed parental consent need not be obtained for a reevaluation of a student **if** the charter school personnel can demonstrate that they have taken reasonable measures to obtain parental consent, and the student's parent has failed to respond); or
- b. administering a test or other evaluation that is administered to all students unless, before administration of that test or evaluation, consent is required of parents of all children.

2.3.5. To demonstrate that they have taken reasonable measures to obtain consent, the charter school personnel must have record in the student's confidential folder of all attempts to obtain consent, including:

- a. detailed records of telephone calls made or attempted and the results of those calls (it is the charter school Best Practice that at least two telephone calls be made and that follow-up calls be made if the charter school staff are unable to speak with the parent directly over the phone);
- b. copies of correspondence sent to the parent and any responses received (it is the charter school Best Practice that at least one notice be sent by regular mail); and
- c. detailed records of visits made to the parent's home or place of employment and the results of those visits.

2.3.6. Revocation of Consent

- a. The parent has the right to revoke consent for the continued provision of special education and related services by submitting a written request for the revocation to the Site Administrator of the charter school.
 - The SPCSA may not initiate a due process hearing or mediation procedures to continue special education and related services for a student when the parent has revoked consent.
 - If, at a later date, the parent requests that special education services be reinstated, the request would be treated as an initial referral and offered an evaluation in the same manner as any other student suspected of having a disability.
 - If the parent requests that special education records are expunged, Family Educational Rights and Privacy Act (FERPA) procedures under IDEA should be followed. The charter school is deemed not to have knowledge of a suspicion of a disability and the student will be disciplined as a general education student.
 - A parent cannot revoke one service. 1) The parent consent is for initial provision of ALL special education and related services, not for a particular service. 2) For example: a parent cannot revoke resource services but keep the speech and language services. 3) If a parent disagrees with the provision of any particular service, they can pursue their due process rights by requesting a hearing.

2.4 STUDENT RECORDS

2.4.1. Under the Family Education Rights and Privacy Act (FERPA), a parent has the right to:

- a. inspect and review all student's educational records; and
 - the charter school personnel will explain and interpret the records.
 - the charter school may charge a fee for copies of records that are made.
- b. give written permission before the charter school can release any personal identifying information to any person not otherwise entitled by law to see this information.

The charter school must keep a record of parties obtaining access to educational records collected or maintained including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

For more detailed description of matters relating to student records, see Chapter 10 – Student Records and Confidentiality.

2.5 INDEPENDENT EDUCATIONAL EVALUATIONS

2.5.1. General Procedures

The parent has the right to obtain an independent educational evaluation (IEE) of the student. An independent educational evaluation means an evaluation conducted by a qualified examiner who is not employed by the charter school. Information regarding where an IEE may be obtained will be provided to the parent upon request for an IEE, along with the school's criteria for conducting such an evaluation.

Whenever an IEE is conducted at the school's expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, will be the same as the criteria the school uses when it initiates an evaluation. Whether or not the school pays for an IEE, the IEE must be considered in decisions regarding the student's special education program.

2.5.2. If a parent disagrees with an evaluation obtained by the charter school, the parent has the right to an independent educational evaluation (IEE). If the parent requests an independent educational evaluation at the expense of the charter school, the charter school personnel must respond to the request within 10 school days. The charter school pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent. The charter school personnel must, without unnecessary delay, either:

- a. ensure that an IEE is provided at the charter school expense; or
- b. refuse and initiate an impartial due process hearing, as described below, to demonstrate that the charter school's evaluation is appropriate.

2.5.3. The charter school personnel may inquire with the parent as to why they are requesting an IEE. The charter school personnel may not require the parent to give an explanation nor require them to notify the school of their intentions to obtain an IEE (IDEA). The charter school may not unreasonably delay either providing the IEE at the charter school's expense or initiating a due process hearing to defend the charter school evaluation.

NOTE: Each school should maintain a list of NV school licensed psychologists that can be offered as possible IEE evaluators. Parents have the option to choose from this list or choose their own. If the parent chooses a non-school licensed psychologist, it is acceptable.

2.5.4. If a hearing officer requests an IEE as part of a hearing, the cost of the evaluation must be at public expense. If a due process hearing results in a final decision that the charter school's evaluation is appropriate, the student's parent still has the right to an IEE, but not at the charter school's expense.

2.5.5. The charter school's personnel must consider an IEE that meets the charter school criteria, whether paid for by the charter school or not, in any decision regarding the provision of a free appropriate public education to the student. The results of an IEE may be presented as evidence in a due process hearing regarding the student, as described in Section 2.8 (Civil Action).

2.5.6. Notice of the Right to an Independent Educational Evaluation

Upon request, the charter school personnel must provide the parent an IEE, information about how and where IEE may be obtained, and the charter school criteria for an IEE. This information should be made available in a manner that is readily understandable to the general public, including parents whose native language is not English. The

information should be made available so that if a parent disagrees with an evaluation, he or she will have access to the charter school's criteria for an independent educational evaluation, as described below. For more information regarding IEE's, see Chapter 5 – Evaluations.

2.5.7. Criteria for an Independent Educational Evaluation

Should the parent obtain an IEE at the charter school's expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria the charter school uses in initiating evaluations. For further information about the charter school criteria for an independent educational evaluation, please contact the charter school Site Administrator. A parent is entitled to only 1 IEE at public expense each time the public agency conducts an evaluation which the parent disagrees.

2.5.8. Disagreements between the charter school and a parent regarding the availability of a program appropriate to the student, and the question of financial responsibility, are subject to the due process procedures described in Section 2.9.

2.6 MEDIATION

2.6.1. The NV Department of Education, SPCSA, and Charter School are required to ensure that formal mediation procedures are established and implemented to allow resolution of disputes resulting from the charter school's proposal (or refusal), to identify, evaluate, place, or provide the student with a free appropriate public education.

The parent may request mediation of a dispute by contacting in writing, the charter school, the SPCSA, or the Nevada Department of Education.

- a. The State, NV Dept. of Ed., bears the cost of the mediation process.
- b. Mediators are qualified and impartial individuals who may not be an employee of the charter school, another school district, the Nevada Department of Education or other state agency which receives IDEA funding or which provides direct services to a student who is the subject of the mediation process.
- c. If the charter school personnel are aware of any need that the parent may have for an interpreter that information should be provided to the Nevada Department of Education and the SPCSA at the time the mediation is initiated, or as soon as possible.
- d. Mediation is a voluntary process that brings both parties together with a mediator in an attempt to resolve the disagreement through a structured, yet informal meeting.
- e. Mediation is an alternative but not a prerequisite to the due process hearing.
- f. Mediation sessions are held in a timely manner and scheduled at times and in places convenient to the parties.
- g. Discussions that occur during mediation are confidential and may not be used as evidence in due process hearings or court proceedings.
- h. Any agreement reached will be a written agreement that is legally binding and enforceable in court.
- i. The agreement is signed by the parent and a representative from the charter school.
- j. The charter school personnel may initiate mediation of a dispute by contacting the parents, the SPCSA, or the Nevada Department of Education.

2.7 DUE PROCESS

2.7.1. Request for a Due Process Hearing

The parent or the charter school may initiate an impartial due process hearing if they disagree with identification, evaluation, education placement or the provision of FAPE to the student.

- a. A parent may request a due process hearing if
 - (1) the charter school:
 - refuses to identify,
 - evaluate, or
 - appropriately serve the student,
 - fails to consider the results of an IEE,

(2) the parent:

- disagrees with a proposed IEP, or
- objects to termination of the student's special education programs.

- b. The parent request for a due process must be in writing to the Site Administrator of the charter school and must include:
- Student's name;
 - Student's address;
 - Name of the school the student is attending;
 - A description of the nature of the problem and the facts relating to the problem; and
 - A resolution to the problem.
- c. If the request does not include the information above, the charter school may ask the hearing officer within 15 days of the request to find the due process insufficient.
- d. A due process hearing must be requested within two calendar years from the date the parent or the charter school knew or should have known about the act or omission that gave rise to the hearing request unless the parent was prevented from requesting a hearing because the charter school:
- Specifically misrepresented to the parent that it had resolved the problem; or
 - Withheld required information.
- e. When a request for a due process has been received, the charter school Site Administrator must inform the parent of the availability of mediation as described in Section 2.7, as well as any free or low-cost legal and other relevant services available in the area. Apart from due process, the charter school Site Administrator must also provide the parent information on such legal and other services at any time upon request by the parent.
- f. A model form of parent notice requesting a due process hearing is available on the Nevada Department of Education's website.
- g. If the charter school personnel believe that it may be appropriate for the charter school to initiate a due process proceeding, they should follow NDE's due process procedures on their website.

2.7.2. Resolution

- a. After the charter school receives a request for due process they must:
- Give the parent written notice of the special education action related to the issues in the hearing request within 10 days of receiving the request unless the charter school has already given the parent written notice prior to the request;
 - Convene a resolution session within 15 days (7 days if expedited) of the hearing request unless, the parent and the charter school agree in writing to waive the meeting or agree to mediation;
 - Try to solve the issues stated in the due process requested during the resolution time period; and
 - Include the parent, relevant IEP members, and a representative of the charter school with decision making authority in the resolution session.
- b. The charter school may not have an attorney present at the resolution session unless the parent brings an attorney, then the charter school may also have an attorney present. The charter school must provide the parent PWN of the school's attorney participating in the resolution meeting.
- c. If an agreement is reached, it will be written in a legally binding document and signed by the charter school representative and the parent. The resolution agreement can be canceled in writing within 3 business days if either party changes their mind.
- d. If an agreement is not reached to the parents' satisfaction within 30 days (15 days if expedited) of receiving the hearing request, the time line for due process begins.

2.7.3. Conducting a Due Process Hearing

- a. Impartial Hearing Officer
- Within 5 calendar days after receiving a parent request for a due process hearing, or upon the charter school's initiation of a due process hearing, the charter school must forward the request to the Nevada Department of Education and the State Public Charter School Authority (SPCSA).

- The Nevada Department of Education is responsible for appointing an impartial hearing officer to conduct the hearing.
 - When expedited, the hearing officer must conduct a hearing within 20 school days after the date the hearing was requested.
- b. Stay-Put Requirements
- Once a due process hearing has been initiated:
- the charter school cannot change the student's educational placement during a due process until the legal proceedings are completed (stay-put) unless:
 - unless the student is placed in an alternative educational setting for behavior that is not a manifestation of the disability, or
 - if the student is removed by the charter school to an interim alternative educational setting for weapons, drugs, controlled substance or causing serious bodily injury.
 - a hearing officer removes the student to an interim alternative educational setting for up to 45 school days because it is likely the student may injure him/herself or others.
- c. Disclosure Prior to the Hearing
- At least 5 business days prior to the hearing, each party must ensure that any evidence that the party wishes to use at the hearing has been disclosed to the other party and the hearing officer.
 - If required disclosure is not made, the hearing officer may exclude the admission of undisclosed evidence from being introduced at the hearing.
- d. Due Process Hearing
- Due Process hearings must be conducted at a time and place that is reasonably convenient to the parent and the student involved.
 - the charter school is responsible for:
 - notifying the parent (by certified mail) and the hearing officer of the time and place set for the hearing; and
 - notifying the parent of their rights in a due process hearing and of any free or inexpensive legal services and other relevant services available in the area.
 - Any party to a due process hearing has the right to:
 - be represented;
 - be accompanied by and advised by persons who have special knowledge of or training regarding students with disabilities;
 - present evidence, object to the admissibility of evidence, and evaluation or a recommendation based on an evaluation that was not disclosed to that party;
 - confront, cross-examine, and compel the attendance of witnesses;
 - obtain a written, or, at the option of the parent, electronic, verbatim record of the hearing; and
 - obtain written, or, at the option of the parent, electronic findings of fact and decisions.
 - In addition, the parent involved in a hearing must have the right to:
 - have the student who is the subject of the hearing present;
 - a hearing open to the general public; and
 - a record of the due process hearing and the findings of fact and decisions at no cost. The charter school must take whatever action is necessary to ensure that the parent understands the written notice and the proceedings at the hearing. These steps include arranging for an interpreter for a parent who is deaf or hard of hearing or whose native language is not English.
- e. Findings of a Due Process Hearing
- The hearing officer is required:
 - to reach a decision in the due process proceeding no later than 45 days after the resolution period ends;
 - if expedited, a determination must be made within 10 school days after the hearing,
 - to base the decision solely on the evidence presented at the hearing; and,

- to mail a copy of the decision to each of the parties within the 45-day period.
- The hearing officer may grant specific extensions of time beyond the 45- day period at the request of either party.
- The Nevada Department of Education must, after deleting all personally identifiable information from a copy of the findings and decision, transmit the redacted version to the Nevada State Special Education Advisory Council and make the redacted version available to the public. The hearing officer's decision in a due process hearing is considered final, but may be appealed by either the parent or the charter school as described below.

2.7.4. Appeals

- a. Any party aggrieved by the findings and decision in the hearing has the right to appeal the decision of the impartial due process Hearing Officer.
 - The request for an appeal must be made (to the Nevada Department of Education) within 30 calendar days after receiving the decision of the hearing officer.
 - A party to the hearing may file a cross-appeal within 10 calendar days after receiving notice of the initial appeal.
- b. The State Review Officer who is appointed by the Nevada Department of Education:
 - examines the entire hearing record to make sure required procedures were followed consistent with the requirements of due process and makes an independent decision;
 - may give parties an opportunity for oral or written arguments, or both, at the discretion of the review officer;
 - seek additional evidence necessary and, if a hearing is held to receive additional evidence, afford the parties the same right under due process hearings;
 - must reach a decision and mail a copy or electronic findings of fact and the decision to each party within 30 days after the request for review is made; and
 - may grant an extension if one of the parties requests.

State Review Officer's decision is final unless a party brings a civil action as described in Section 2.8.
- c. After deleting any personally identifiable information, the Nevada Department of Education is to transmit the redacted version of the findings and decisions to the Nevada State Special Education Advisory Council, and is to make the redacted findings and decisions available to the public.

2.8 CIVIL ACTIONS

2.8.1. A civil action may be brought by any party disagreeing with the findings and decision of a State Review Officer in an appeal.

- a. A civil action may be brought in a state court with jurisdiction or in federal district court.
- b. The request for an appeal must be made within 90 calendar days after receiving the decision of the review officer.

2.8.2. Before a civil action may be filed, the party must exhaust his or her remedies under the due process and appeal proceedings described above in Section 2.9.

2.9 STATE COMPLAINTS

2.9.1. An organization or individual may file a complaint with the Nevada Department of Education (NDE).

- a. The complaint must be in writing, signed and include:
 - a statement that the charter school has violated state or federal special education law;
 - the facts related to the issue(s);
 - signature and contact information of the complainant;
 - a description of the nature of the problem; and
 - a proposed resolution of the problem.

- b. If a specific school or student is referenced in the complaint, the complaint must also include:
 - the name and residence of the student;
 - the name of the school the student is attending.
- c. The parent must submit a copy of the complaint to the charter school and the Nevada Department of Education.
- d. The complaint must allege a violation that occurred within one year of filing.
- e. The charter school has the right to respond and try to resolve the complaint or mediate if both parties agree.
- f. The NDE must complete its review and give its decision within 60 calendar days.
- g. If the complaint includes issues which are also the subject of a due process hearing, the NDE is required to set aside those issues until the due process hearing is resolved.
- h. Any issues which are not the subject of a due process hearing must proceed and be resolved within the 60 calendar-day timeframe.
- i. If any issues raised in a complaint have previously been decided in a due process hearing involving the same parties, the due process hearing decision is binding, and the NDE must inform the complaining party to that effect.
- j. If a complaint alleges that the charter school has failed to implement a due process decision, the NDE must resolve that complaint.

2.9.2. After reviewing all relevant information, the NDE will make an independent determination as to whether the charter school violated a requirement of IDEA. The NDE will issue a written decision to the complainant that:

- a. addresses each allegation in the complaint;
- b. contains findings of fact and conclusions; and
- c. states the reasons for the NDE's final decision.

2.9.3. If the NDE finds that the charter school has failed to provide appropriate services to a student, it must address:

- a. how to remediate the denial of those services, including, as appropriate, the awarding of monetary reimbursement or other corrective action appropriate to the needs of the student; and
- b. appropriate future provision of services for all students with disabilities.

2.10 ATTORNEY'S FEES

2.10.1. Under IDEA, the charter school may be liable for the reasonable attorney's fees of a parent who prevails in a due process hearing, appeal, or civil action. A parent may be considered to have prevailed in a proceeding if the parent succeeded on any significant issue and obtained some of the benefits sought.

2.10.2. However, in a number of circumstances, the student's parent may not recover their legal fees when they prevail or the award of attorney's fees may be reduced. It is important for the charter school personnel to bear in mind that compliance with IDEA and State Public Charter School Authority policy requirements, including requirements relating to time lines, notices, consent, parent contact, and documentation, may directly affect whether and to what extent the charter school may avoid liability for attorney's fees.

2.10.3. If the charter school prevails, parent's attorneys may be liable for the reasonable attorney's fees of the charter school for bringing actions that are or become frivolous, unreasonable, or without foundation. In addition, the charter school may recover reasonable attorney's fees from the parent or the parent's attorney if the request for due process was presented for any improper purpose, such as to harass, to cause unnecessary delay, or to needlessly increase the cost of litigation.

CHAPTER 3 PRIOR NOTICE

INTRODUCTION

The parent has the right to receive prior written notice in a reasonable time in their native language or other mode of communication, when the charter school proposes, or refuses to initiate or change the student's identification, evaluation/re-evaluation, and eligibility, provision of a free appropriate public education (FAPE) through an Individualized Education Program (IEP) and change of placement.

This chapter describes the prior notice requirements for:

- 3.1 Identification, evaluation/re-evaluation
- 3.2 Eligibility
- 3.3 Provision of FAPE, through an IEP and change of placement
- 3.4 Parent Revocation of Consent for Special Education Services

3.1 IDENTIFICATION, EVALUATIONS & RE-EVALUATIONS

3.1.1. Parental Prior Notice of the charter school Proposal

Site-based special education staff must provide the parent prior written notice of the initiation of an evaluation within a reasonable time before the evaluation begins.

- a. Notice of the initiation of the evaluation must be completed in full.
- b. The purpose of this meeting must be marked on the Parental Prior Written Notice as:
 - Evaluate and identify student's special education needs for initial evaluations; or
 - The Parental Prior Notice must be given to the parent prior to or in conjunction with the Consent for Evaluation.
 - Re-evaluate student's special education needs and continued eligibility for special education services.
 - The Parental Prior Notice must be given to the parent prior to or in conjunction with the Consent for Evaluation or Parent Notification of No Additional Assessment Information Needed and Status of Reevaluation; Warranted/Unwarranted.

3.1.2. Parental Prior Notice – Proposed Meeting Arrangements

At the time site-based special education staff notifies parent of the initiation of any evaluation, staff may also provide prior notice of any meeting of the Multidisciplinary Team (MDT) that may be scheduled to consider whether additional data are needed as part of the evaluation.

- a. The term meeting does not include informal or unscheduled conversations involving the charter school personnel. The term also does not include preparatory activities that the charter school personnel engage in to develop a proposal or to prepare a response to a parent proposal that will be discussed at a later meeting.
- b. The Multidisciplinary Team (MDT) is not required to hold a meeting solely to determine whether additional data are needed, and parent consent is not required in order to review existing data as part of any evaluation.
- c. If a meeting is determined to be necessary to discuss the components of any evaluation, a Parental Prior Written Notice must be completed in full.
- d. The charter school must maintain detailed records of:
 - telephone calls made or attempted and the results of those calls;
 - copies of correspondence sent to the parent and any response received; and
 - any visits made to the parent's home or place of employment and the results of those visits.

3.1.3. Parental Notice of School Refusal

If the student's parent requests an evaluation, and the MDT, during a meeting, determines that an evaluation is not required or otherwise warranted, the MDT must provide the parent written notice of the charter school's determination to refuse the evaluation. Written Notice of Refusal must state:

- a. a description of the action refused by the charter school;
- b. an explanation of why the charter school refuses to take the action;
- c. a description of any other options that the charter school considered and the reasons why those options were rejected;
- d. a description of each evaluation procedure, assessment, record, or report the charter school relied upon when the action was refused;
- e. a description of any other factors that are relevant to the charter school's refusal;
- f. a statement that the parents of a student with a disability have protection under the procedural safeguards described in Chapter 2.0 (Procedural Safeguards).

3.2 ELIGIBILITY

3.2.1. Parental Prior Notice of School Proposal

Site-based special education staff must provide the parent prior written notice of determination of eligibility within a reasonable time before the eligibility meeting is held.

- a. Notice of the determination must be completed in full.
- b. The purpose of this meeting must be marked on the Parental Prior Notice of School Proposal as: "Determine student eligibility for special education programming"

3.2.2. Parental Prior Notice – Proposed Meeting Arrangements

At the same time the site-based special education staff notifies the parent of the determination of eligibility, they must also provide the parent prior written notice of the eligibility meeting.

3.3 PROVISION OF A FREE APPROPRIATE PUBLIC EDUCATION (FAPE), THROUGH AN INDIVIDUALIZED EDUCATION PROGRAM (IEP)

Parental Prior Written Notice of the charter school Proposal and Parental Prior Notice – Proposed Meeting Arrangements must be given to the parent for all IEP meetings.

3.3.1. Parental Prior Notice of School Proposal

Site-based special education staff is responsible for initiating and conducting meetings for the purpose of developing, reviewing, and revising the IEP of a student with a disability. Within a reasonable time, before a proposed IEP meeting, the site-based special education staff must provide prior notice of the meeting to the student's parent. The Parental Prior Written Notice of the charter school Proposal must be completed in full.

Note: If parent is not contacted to schedule an IEP meeting via phone, email, etc. before sending home the prior written notice document, then a reasonable time period is 10 business days before the scheduled IEP meeting.

The purpose of the meeting must always be marked on the Parental Prior Notice of School Proposal as either Develop an Initial/Annual IEP and Educational Placement or Review/Revise IEP. There may be other purposes which also must be marked such as:

- a. Change in Placement:
If the IEP team is considering a change in placement, such as moving to a more (or less) restrictive setting, or the discontinuation of educational services upon a student's graduation, prior written notice to the parent is required. When completing the Parental Prior Notice of School Proposal, the purpose of the meeting would be:
 - Change in special education placement; AND
 - Develop an Initial/Annual IEP and Educational Placement; or
 - Review/revise IEP.

- b. **Change in Special Education Related Services:**
If the IEP team is considering a change or addition of special education related services, prior written notice to the parent is required. When completing the Parental Prior Notice of School Proposal the purpose of the meeting would be:
- Change in Special Education related services, AND
 - Develop an Initial/Annual IEP and Educational Placement, or
 - Review/revise IEP.
- c. **Transition:**
Beginning when a student reaches age 14, or earlier if appropriate, the Prior Written Notice must also indicate that one of the purposes of the meeting will be to develop transition services and/or postsecondary goals. When completing the Prior Written Notice, the purpose of the meeting will be to:
- Develop transition services and/or postsecondary goals beginning at age 14; AND
 - Develop an Initial/Annual IEP and Educational Placement; or
 - Review/revise IEP.
- d. **Manifestation Determination:**
If the IEP team is going to conduct a manifestation determination, the prior written notice must state that the purpose of the meeting is to:
- Conduct a manifestation determination and propose a disciplinary change of placement; AND
 - Develop an Initial/Annual IEP and Educational Placement; or
 - Review/revise IEP.

3.3.2. Parental Prior Notice – Proposed Meeting Arrangements

Site-based special education staff is responsible for initiating and conducting meetings for the purpose of developing, reviewing, and revising the IEP of a student with a disability. Within a reasonable time, but at least five school days (the charter school Best Practice is 10 days) or mutual agreement before a proposed IEP meeting, the site-based special education staff must provide prior notice of the meeting to the student's parent. The Parental Prior Notice – Proposed Meeting Arrangements must be completed in full. The Notice of Meeting Arrangement must indicate:

- a. the purpose, time, and location of the meeting;
- b. who will be in attendance at the meeting (not positions);
- c. the student if the student is 14 years old or older prior to the next annual IEP;
- d. the parent may bring to the meeting other people who have knowledge or special expertise regarding the student;
- e. if the parent gives consent to the charter school to invite person(s) from outside agencies who can contribute to the development of the IEP.

3.3.3. Parental Notice of School Refusal

If the student's parent requests to revise the IEP, but the site-based special education staff determines that an IEP is not required or otherwise warranted; then the site based staff must provide the parent written notice of the charter school's determination to refuse the IEP revision. Written Notice of Refusal must state:

- a. a description of the action refused by the charter school;
- b. an explanation of why the charter school refuses to take the action;
- c. a description of any other options that the charter school considered and the reasons why those options were rejected;
- d. a description of each evaluation procedure, assessment, record, or report that the charter school relied upon when the action was refused;
- e. a description of any other factors that are relevant to the charter school's refusal;
- f. a statement that the parent of a student with a disability has protection under the procedural safeguards described in Chapter 2.0; and
- g. sources for the parent to contact to obtain assistance in understanding the provisions of IDEA.

3.3.4. Notice of Intent to Implement IEP

The Notice of Intent to Implement is required to provide prior written notice of the charter school's intent to implement a student's IEP. The Notice of Intent to Implement is required for ALL IEPs.

- a. This includes instances where:
 - the parent disagrees with all or part of the IEP (disagree checked on IEP); or
 - the parent does not agree or disagree (no box checked on IEP); or
 - the parent is not in attendance (either by telephone or in person). The IEP and notice of Implementation should be sent to parents immediately following the IEP.
- b. The Notice of Intent to Implement must be provided to the parent within 10 days after the IEP meeting, along with a copy of the IEP and Procedural Safeguards. If the parent did not attend the IEP meeting, either by telephone or in person, then the Notice of Intent to Implement should specify implementation will begin 10 calendar days from the date of the original meeting.
- c. The Notice of Intent to Implement must state:
 - a description of the action proposed or refused by the charter school;
 - an explanation of why the charter school proposes or refuses to take the action;
 - a description of any other options that the charter school considered and the reasons why those options were rejected;
 - a description of each evaluation procedure, assessment, record, or report the charter school relied upon when the action was proposed or refused;
 - a description of any other factors that are relevant to the charter school's proposal or refusal;
 - a statement that the parent of a student with a disability has protection under the procedural safeguards described in Chapter 2.0; and
 - sources for the parent to contact to obtain assistance in understanding the provisions of IDEA.

3.4 REVOCATION OF CONSENT FOR SPECIAL EDUCATION SERVICES

3.4.1. Parental Prior Notice of School Proposal

The parent has the right to revoke consent for the continued provision of special education and related services by submitting a written request for the revocation to the charter school Site Administrator.

The charter school Site Administrator will respond by issuing the parent a prior written notice to change the student's placement and direct the school to status the last date of specially designed instruction in the student's confidential folder and that services will be discontinued due to Parent written request as described in Chapter 7.0 (Individualized Educational Programs).

CHAPTER 4 IDENTIFICATION

INTRODUCTION

Under the Individual with Disabilities Education Improvement Act of 2004 (IDEA) and Nevada Administrative Code (NAC), the school has a “Child Find” obligation to ensure that all children with disabilities residing in the State, including children with disabilities who are homeless, wards of the State, or attending private schools, regardless of the severity of their disability, and who are in need of special education and related services are identified, located, and evaluated. Child Find responsibilities also include highly mobile and migrant children. In addition, early intervention strategies may be appropriate for some students who are experiencing academic and/or behavior problems.

This Chapter describes both the identification and the intervention processes. These processes are not mutually exclusive. Rather, either or both may be appropriate for a particular student. The process for making a referral is described in the Evaluation Chapter.

This chapter describes:

- 4.1 Child Identification
- 4.2 General Education Interventions/Response to Intervention (RtI) Model
- 4.3 Referral

4.1 CHILD IDENTIFICATION

4.1.1. Identification Requirements/Child Find

Identifying students with disabilities is the first step in providing appropriate educational services to students who are eligible for special education and related services.

IDEA and NAC regulations require all charter schools to have policies and procedures in place to ensure that children aged 3 through 21 residing within their enrolled students’ counties who are suspected of having disabilities and needing special education and/or related services are identified, located, and evaluated. Therefore, all public charter schools are responsible for developing a “Child Find” program that will encompass these three elements of identification, locating, and evaluating students.

The charter school works in cooperation with other agencies in their county to:

1. Locate all children and youth with disabilities from the ages of birth through 21 in the counties of which your school(s) reside and/or provide services.
2. Identify and refer individuals suspected of having a disability for evaluations.
3. Provide information to the community about the Child Find project and increase awareness about the educational rights of individuals with disabilities and their parents, through the following methods:
 - a. Newspaper articles and other media
 - b. Correspondence with community members
 - c. Annual screenings in schools and in the community
 - d. Teacher training on identifying potential disabilities
4. Maintain a child identification log indicating which children 3-21 years of age are receiving special education and related services and which children were found to be not eligible for service. The log contains the following information, if applicable, on all children referred for evaluation:
 - a. Student Name
 - b. Age
 - c. Date Referred

- d. Date Evaluated
 - e. Date Service Initiated
 - f. Disability Category
 - g. Reason for Not Serving
5. Coordinate with other agencies providing services to children (i.e. local health department; Women, Infants, & Children (WIC), etc.). Charter Schools will make at least two contacts per school year with local agencies to find out if they may have knowledge of children with disabilities who are not being served, explain the referral process, and request that they refer students under the age of 22 to public schools.

Students who may be identified include:

- a. children who are suspected of being a child with a disability and in need of special education, even though they are advancing from grade to grade;
- b. highly mobile students including migrant students;
- c. homeless children;
- d. wards of the state; and
- e. children who are enrolled in private schools or are home-schooled

4.1.2 Before Making a Referral

When a child is having difficulty learning in a regular education classroom, it is often assumed that the child should be referred for a special education evaluation to determine any learning problems. But before a referral is made, the teacher should attempt a variety of strategies designed to facilitate the child's learning within that classroom.

The Individuals with Disabilities Education Act (IDEA) requires that children with disabilities be educated as much as possible with their nondisabled peers. By modifying what takes place in the classroom to meet a child's needs, we are addressing the spirit of the law. Frequently, such modifications are effective and may eliminate or diminish the need for special education services.

4.2 When Intervention Appropriate – General Education Interventions

If a student is experiencing an educational or behavioral difficulty but is not suspected of having a disability by the charter school, the charter school may attempt to remediate such difficulty through providing scientific, research-based interventions in general education environments.

The Nevada Administrative Code (NAC) §388.325 defines the use of scientific, research-based intervention for students who are not yet suspected of having a disability. The following procedures shall be used by the school whenever targeted scientific, research-based interventions are provided to a particular student who is experiencing academic or behavioral difficulty:

1. Develop an intervention plan for the student, to include:
 - a. A description of the academic or behavior concerns, and the degree to which the student's academic or behavior performance fails to meet the demands of the educational setting;
 - b. The interventions to be provided, which are targeted toward improving performance and increasing the rate of learning.
 - c. The data to be collected to measure the student's level of performance and rate of learning.
 - d. The frequency of data collection; a description of how the data will be summarized; a description of how intervention effectiveness will be evaluated; a schedule for evaluating intervention effectiveness.
2. Provide a copy of the intervention plan to the student's parents.
3. If the eligibility team intends to determine eligibility for SPECIFIC LEARNING DISABILITIES based upon the child's RESPONSE TO INTERVENTION, provide the "NEVADA DEPARTMENT OF EDUCATION POLICY STATEMENT – RESPONSE TO SCIENTIFIC, RESEARCH-BASED INTERVENTION" document to the student's parents. This Policy

Statement is not required if the student's eligibility for SPECIFIC LEARNING DISABILITIES will be determined based upon the discrepancy analysis model.

4. Based in part on the results of the targeted, scientific, research-based intervention, determine whether the student is suspected of having a disability and should be evaluated for special education eligibility.
5. If the parent requests an initial evaluation for special education eligibility while interventions are being attempted, the charter school must:
 - a. Conduct the initial evaluation if the charter school agrees that the student is suspected of having a disability; **or**
 - b. Provide *PARENTAL PRIOR WRITTEN NOTICE* of its refusal to conduct the initial evaluation (if the charter school does not agree that the student is suspected of having a disability). Any proposed refusal to evaluate a student must be discussed with one of the LEA's Special Education Programs Professional (EPP).

If the charter school determines that the educational difficulty or behavior of the pupil is resistant to general education intervention, or if the charter school determines that the intervention requires continued and substantial effort and may require the provision of special education and related services to be effective, the charter school may refer the student for an initial evaluation.

4.3 REFERRAL

A student qualifies for all the rights and benefits of IDEA once he or she is determined to be a child with a disability as defined in the Nevada Administrative Code (NAC). Generally, students are evaluated when either the parents of the child request an evaluation, or when, as a result of the charter school's "child find" or general education intervention activities, charter school personnel recommend an evaluation.

If the charter school proposes to conduct an initial evaluation of a student, parents must be provided with prior written notice of the proposed evaluation and a copy of the Parent Rights document. Next, consent for the evaluation must be obtained before the evaluation may begin. See PROCEDURAL SAFEGUARDS section.

In conducting the evaluation, the charter school must use a variety of assessment tools and strategies to gather relevant functional and developmental information on the child, including information supplied by the child's parents. Further, the information gathered should relate to enabling the child to be involved in and progress in the general curriculum. If appropriate, because there are existing evaluation data (e.g., a student who moved to the charter school from out of state and evaluation information from the other state was available in a timely manner, or a student making the transition from infant/toddler early intervention services at age three), the charter school must review existing evaluation data and determine what, if any, additional assessments are necessary. See EVALUATION/REEVALUATION REPORT. On the basis of this review, the charter school must identify and gather the additional data needed to determine:

1. Whether the child has a disability.
2. The child's present levels of performance and educational needs.
3. Whether the child needs special education and related services.

The **initial referral** process is as follows:

1. Identify the student's problem and initiate the special education referral process.
 - a. Complete the Special Education REFERRAL FORM and include the following:
 - Copy of emergency information obtained in most current school enrollment documents.

- Vision and hearing results (must be a pass)
 - Developmental history completed
 - Student classroom observation form completed
 - Attendance information
 - Copy of educational intervention(s) and modification(s) (RtI, CI, etc.)
 - Academic results, sample of classroom work, test scores, etc.
- b. Provide prior written notice of the proposal to evaluate the student (PARENTAL PRIOR WRITTEN NOTICE) with a copy of Parent Rights
 - c. Obtain parent consent to evaluate the student (CONSENT FOR EVALUATION)
 - Academic results (i.e., WIAT)
 - Behavior assessment (i.e. Devereaux or Burks)
 - d. Site Administrator/designee's signature on referral form authorizing the initial referral process.
2. Review referral packet for appropriateness and completeness.
 - a. Parent has been given written notice of the charter school's proposal to evaluate the student.
 - b. Parent has provided consent to evaluate prior to any individually administered assessments given on the basis of the suspicion of a disability.
 - c. Parent has been given a copy of Parent Rights, and rights have been explained in their primary language (i.e. Spanish, German, etc.)
 - d. Student has passed the vision and hearing tests,
 - or has been treated by a physician to correct problem area,
 - or a copy of the "passed" or "normal" results are provided.
 - e. Copies of data are legible and included.
 - f. Site Administrator has signed referral.
 - g. Assign designee or case manager for referral. Process referral packet.
 3. Process referral packet.
 - a. Send copies to the psychologist and/or other evaluation coordinator(s) (i.e. Speech & Language therapist) to initiate the evaluation.
 - b. Collect further data if needed.
 - c. Send copies of referral page, copy of consent for evaluation and relevant information to related service provider if assessment is needed and is indicated on referral form (i.e. Speech & Language therapist, Occupational therapist, or Physical therapist).
 4. If applicable, psychologist will complete the evaluation, write the report, and forward copies to the case manager. If the speech therapist has been the evaluation coordinator, he/she also serves as the case manager. See Evaluation section of this Manual for further information.
 5. Schedule a meeting to determine eligibility (PARENTAL PRIOR WRITTEN NOTICE and NOTIFICATION OF MEETING). See Eligibility section of this Manual for further information. Meeting must include required Eligibility Team members. Please refer to the signature lines of each disability form for specific required members of each eligibility team.
 6. Once eligibility is determined and if student is found eligible, an Individual Educational Plan (IEP) must be written within 30 calendar days. Required IEP members, in addition to a person who can interpret the instructional implications of the evaluation must be present during the IEP.

CHAPTER 5 EVALUATION

INTRODUCTION

Before special education or related services can be provided to a student with a disability, the charter school must conduct a comprehensive evaluation based on the determined scope of the assessment to address all areas of suspected disability. The purpose of this evaluation is to determine whether the student is eligible for special education services and, if so, to determine the student's special educational programming and service needs. Evaluation of a student is also required in other circumstances, such as when it is suspected that the student is no longer eligible under the Individuals with Disabilities Education Act (IDEA) eligibility, or may have a disability not addressed by the student's current finding of eligibility.

This Chapter describes:

- 5.1 Suspicion of Disability
- 5.2 Initial Evaluations
- 5.3 Reevaluation
- 5.4 Evaluation for Transfer Students
- 5.5 General Requirements for Evaluation
- 5.6 Early Childhood Evaluation
- 5.7 Bilingual Evaluation
- 5.8 Evaluation for Special Education Students who are involved in the Discipline Process
- 5.9 Homebound Evaluation
- 5.10 Evaluation Reports
- 5.11 Independent Educational Evaluations
- 5.12 Screenings

5.1 SUSPICION OF A DISABILITY

If the charter school personnel have reason to suspect that a student may have a disability and need special education and related services, the Site Administrator and staff should be contacted so that they may meet to review the information available and determine whether a referral should be initiated. When a student is experiencing academic or behavioral problems but there is no suspicion of an IDEA eligibility, personnel should consider accessing the School Intervention Team /Response to Instruction Program (SIT/RTI) regarding any necessary interventions, accommodations, and supports for the student. Parent input is also an important consideration in relationship to providing students with intervention services.

5.2 INITIAL EVALUATIONS

5.2.1. Definition

The term "Initial Evaluation" refers to a formal evaluation that considers initial eligibility for special education under the Nevada Administrative Code (NAC). Initial evaluation applies to:

- a. general education students with no history of special education;
- b. general education students who previously received and were exited from special education, including general education students whose parents revoked consent for the continued receipt of special education services; or
- c. all transfer students from other states that have a current out-of-state eligibility, but no current special education eligibility in Nevada.

5.2.2. Scope/Review of Evaluation Data and Determination of Need for Additional Data

In the case of students transitioning from Early Intervention Services at age three (IDEA, Part C), or for students from out-of-state that have evaluation records available, as part of an initial evaluation, the combined members of the student's IEP committee and the Eligibility Team shall review existing evaluation data. Based on that review and input from the student's

parent, the team must identify what additional data, if any, are needed. The group may conduct its review without a meeting, but all should clearly document that the data has been reviewed in accordance with NAC requirements.

5.2.3. Request for an Initial Evaluation Referral

- a. Sources may include parents and/or the charter school staff.
 - If the charter school personnel request an initial evaluation, initial evaluation steps need to be followed as described in 5.2.4.
 - If the parent requests an initial evaluation, either verbally or in writing, the charter school personnel must respond formally. They:
 - may decide an evaluation is NOT warranted or determined that interventions will be tried first, then a refusal (Form located in Appendix) must be completed and sent to parents: or
 - team may decide an evaluation is warranted, then proceed with procedures for initial evaluation including sending a written prior notice or
 - team may decide to do an evaluation (follow initial evaluation procedures) and refer to SIT to do interventions concurrently.

5.2.4. Initial Evaluation Steps

- a. Initiate referral and notify team members and related service providers as deemed appropriate. Referral sources may include parents and/or charter school staff.
- b. Provide the parent with the Procedural Safeguards and prior written notice and document all contacts and attempted contacts with the parent. If the charter school personnel are unable to convince the parent to participate, all efforts to obtain parent input should be documented.
- c. Determine scope/review of evaluation data and determination of need for additional data (see Chapter 3.0).
- d. Obtain Parent Consent for Evaluation. Parent consent for evaluation may not be necessary for out of state transfer students unless additional assessments are warranted as described in 5.4.
- e. Conduct needed assessments as warranted.
- f. Hold eligibility meeting within 45 school days of signed consent and/or the initiation of PWN (use appropriate prior notice procedures for scheduling as described in Chapter 3.0) without additional assessment.
- g. DRAFT copies of evaluation reports may be given to the parent and must be clearly labeled as a draft.
- h. Provide a copy of completed evaluation reports and Statement(s) of Eligibility to the parent on the day of the meeting or within 10 calendar days of eligibility meeting.
- i. For eligible students, complete IEP development within 30 calendar days of eligibility determination.

5.3 REEVALUATIONS

5.3.1. Definition

The term "Reevaluation" refers to the formal evaluation of a student who is already identified as eligible for special education under NAC. Reevaluation applies to:

- a. students who are routinely evaluated every three years for continuing special education eligibility in Nevada;
- b. students who are evaluated for continuing eligibility for special education in Nevada under a different or additional eligibility classification. This includes: students who currently hold Developmental Delay or Speech/Language Impairment eligibilities;
- c. other students whose primary eligibility classifications might change (e.g., LD to ED, ID to MI). A reevaluation is required if there is sufficient information to suspect that a significant change in a student's physical, psychological, academic, or social functioning is occurring that may have an impact on the student's eligibility for special education and/or related services, including situations where the student may no longer need special education services to receive an appropriate education.

5.3.2. Scope/ Review of Evaluation Data and Determination of Need for Additional Data

As part of any reevaluation, the combined input from the student's IEP team, including input from the student's parent(s), Identify what additional data, if any, are needed.

The combined members:

- a. conduct a review of data from existing evaluations, including, but not limited to:
 - evaluations and information provided by the parents of the student,
 - current local or state assessments, classroom-based assessments and observations,
 - observations by teachers and related service providers, and
- b. based upon the review and input from the student's parent, identify the additional data, if any that are required to determine:
 - whether the student continues to have a disability, and the educational needs of the student,
 - the present levels of academic achievement and related developmental needs (functional levels) of the student,
 - whether the student continues to need special education and related services; and
 - whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the IEP of the student and to participate, as appropriate, in the general education curriculum.

5.3.3. Reevaluation Steps

A student receiving special education services must be reevaluated before the student can be determined ineligible for continuing special education services as described in 6.0. As recognized exceptions under IDEA, a reevaluation is not required before the termination of a student's eligibility due to graduation with a regular high school diploma, or due to the student's exceeding the age of eligibility for FAPE under Nevada law. If the student's parent requests a reevaluation, and the MDT determines that a reevaluation is not required or otherwise warranted, the MDT must provide the parent prior written notice of refusal together with the procedural safeguards notice.

STEP 1 COMPLETE PRIOR PARENTAL NOTICE OF SCHOOL PROPOSAL AND REEVALUATION REFERRAL NOTICE

Reevaluation Referral Notice & the Prior Parental Notice of District Proposal

STEP 2: SCOPE of ASSESSMENT

Scope is documented in the MDT evaluation report and supporting evidence should be found in the confidential folder (Scope form located in Appendix). Note: Use of the form is optional as long as there is supporting evidence in the confidential folder. Conduct review of data from existing evaluations (See 5.3.2) Input is gathered from combined members of the Eligibility Team & IEP Team which includes parents.

No New Assessments Needed

- a. No Additional Assessment Information Needed and Status of Reevaluation: Warranted/Unwarranted
- b. Parent Notification
- c. Team consensus must agree to no additional assessments needed.
- d. Must be dated on or after the Parental Notice

New Assessment Needed

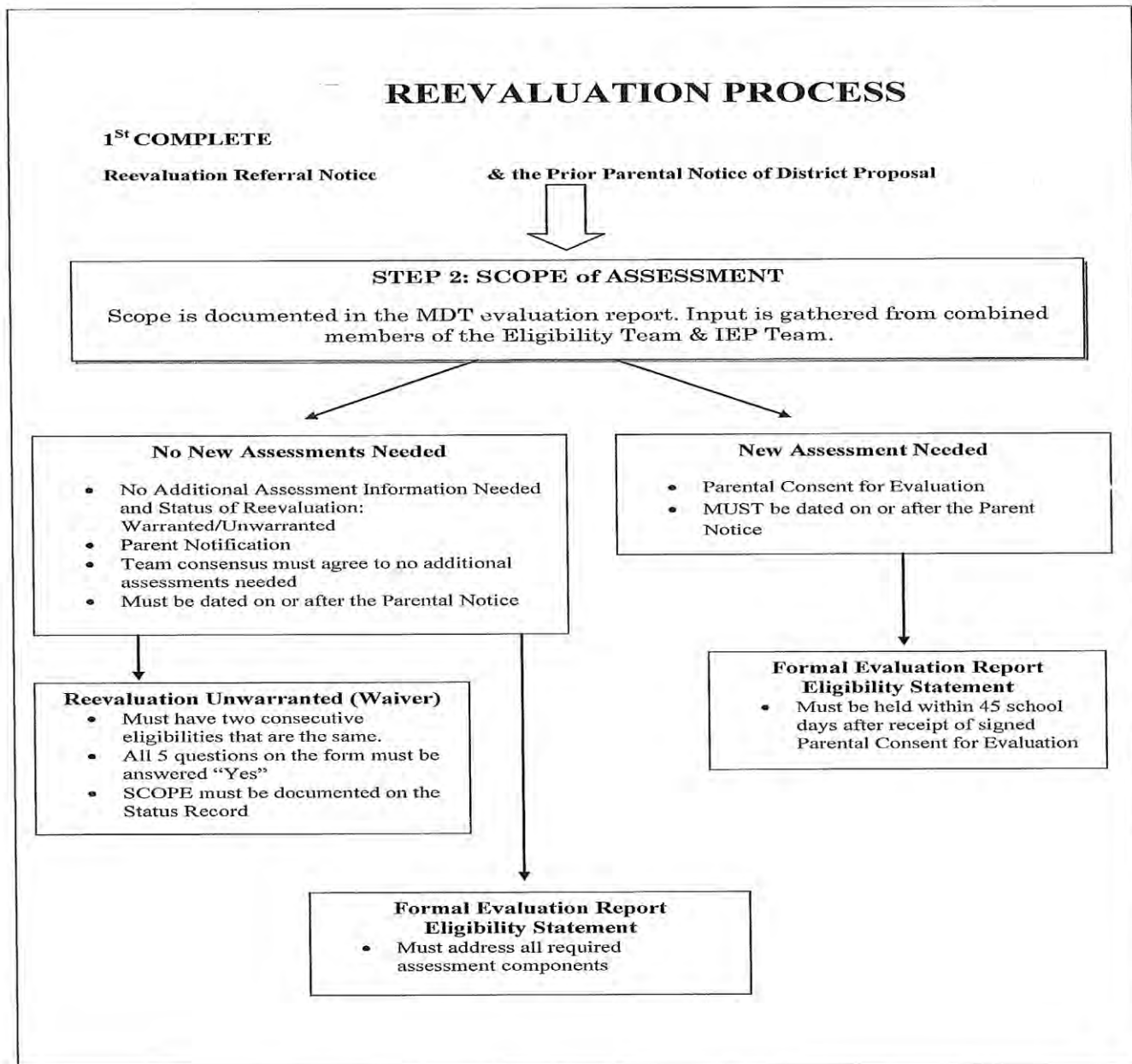
- a. Parental Consent for Evaluation
- b. MUST be dated on or after the Parent Notice

Reevaluation Unwarranted (Waiver)

- a. The student has two or more prior, consecutive evaluations confirming the current disability, only one of which needs to be a the current charter school Nevada evaluation
- b. All 5 questions on the form must be answered "Yes"
- c. SCOPE must be documented on the Status Record or form in Appendix.

Formal Evaluation Report Eligibility Statement

- a. Must be held within 45 school days after receipt of signed Parental Consent for Evaluation
- b. Must address all required assessment components
- c. For reevaluations that are deemed unwarranted (Waiver), the development of a reevaluation report is required, and a new Statement of Eligibility and IEP is required. The IEP must be completed within 30 calendar days from the eligibility date. Completion of the statement of need for reevaluation (waiver) triggers the new 3-year routine reevaluation time line.



5.4 EVALUATION FOR TRANSFER STUDENTS

The circumstances under which a student enrolls or transfers into the charter school from another school district, will govern which specific special education procedures are applicable. Informed written consent for initial provision of services must be obtained from the parent prior to implementation of special education services.

All transfer students are entitled to the same open enrollment procedures as all other charter school students. All students should be registered and enrolled into the school by the provided deadlines.

5.4.1. Transfers Within Nevada

A current Nevada eligibility from any Nevada school district or charter school can be accepted outright by the charter school and that eligibility may remain in effect for up to 3 years of the date of the last formal eligibility determination. For in-state transfer students, formal evaluation is pursued only when deemed warranted by an MDT/IEP Team. The standard time line of 45 school days for timely completion of these reevaluations would apply.

When the parents register their child for school and indicate that student was receiving special education services at his/her previous school in Nevada, a form indicating the name and location of the previous school will be completed and signed by the parent. The current charter school will send the request to the previous charter school or county school district for confidential records even if the parents submit a copy of their child's current IEP. There are additional documents that need to be acquired such as the most current psychological report among other relevant information. Attempts to locate/obtain records will be documented. If such documentation cannot be obtained, charter school staff should contact the charter school or county school district by phone to follow up on the written request. Records received will be provided to the special education case manager and/or coordinator.

If the student's previous IEP is available, the charter school must provide the student with a free appropriate public education, including services comparable to those described in the previous IEP, in consultation with the parents, for a period no longer than 30 calendar days, until the charter school adopts the previous IEP, or develops a new IEP.

If no IEP is available, the student should be receiving services under a 30-calendar-day interim IEP. Upon the expiration of 30 days after the development of the interim IEP, a complete IEP must be developed. Because the student is already eligible in Nevada, a reevaluation is usually not needed.

5.4.1.a Transfers Within Nevada Between SPCSA Charter Schools

Each SPCSA charter school is an independent operating school within the LEA/SPCSA Authorizer. Each SPCSA charter school has their own governing board and standalone Infinite Campus instance, as such student records transmission between SPCSA charter schools is similar to records transmission for in state transfers between Nevada school districts.

RECORDS:

When parents/guardians register their child at a SPCSA charter school and indicate that the student was receiving special education services at their previous SPCSA charter school, a copy of the IEP will be requested from the parent/guardian upon enrollment.

If the student is-suspected of being a student with a disability, registration paperwork must collect information regarding the previous SPCSA charter school's name, location, and staff contact information. At registration, a request for the Release of Information (ROI) for special education confidential records, including any Response to Intervention (RTI) and in process special education evaluation documentation, must be obtained.

The current SPCSA charter school will send a records request, including the signed release of information, to the previous SPCSA charter school requesting records before or within 10 days of enrollment, even if the parents/guardians submit a copy of their child's current IEP. At minimum, the records request should include, if applicable, the current psychological/multidisciplinary team evaluation report, current eligibility documents, current IEP document, any behavior related documents (FBA, BIP, data),

RTI/ intervention documents/data, and in process educational assessment documents. All attempts to locate/obtain records must be documented.

The prior SPCSA charter school must provide the student's requested records as soon as possible but no later than 10 school days of the receipt of the request. If requested records cannot be obtained, current SPCSA charter school staff must contact the previous SPCSA charter school staff by phone and email to follow up on the written records request. The current SPCSA charter school must also notify the SPCSA of the prior SPCSA's charter school's failure to provide the student's education records and may request SPCSA's intervention. Records received will be immediately provided to the current SPCSA charter school special education case manager and/or coordinator for timely review.

ELIGIBILITY:

A current Nevada eligibility from any SPCSA charter school must be accepted outright by another SPCSA charter school. This eligibility may remain in effect for up to 3 years from the date of the last formal eligibility determination or until the earlier reevaluation of the student in accordance with IDEA, 34 C.F.R. §300.503 to §300.305. For SPCSA charter school transfer students, formal evaluation is pursued only when warranted by an MDT/IEP Team. The standard timeline of 45 school days for timely completion of these reevaluations applies. If the current SPCSA charter school determines that an educational initial evaluation or reevaluation was initiated for the student at the previous SPCSA charter school, the current SPCSA charter school will continue the educational evaluation according to the standard evaluation process and 45 school days' timeline per NAC §388.337(1)(a).

IEP:

The student's IEP in effect from the prior SPCSA charter school also remains in effect and must be implemented as written to provide the student a Free Appropriate Public Education (34 C.F.R. 300.15), until and unless the student's IEP is revised. Since each SPCSA charter school is an independent operating school within the LEA/SPCSA Authorizer with its own governing board, it is recognized that the configuration of placement options may differ between the prior and new SPCSA charter school and a student's IEP may not be able to be implemented in conformity with the student's IEP. However, given the transfer is within the local educational agency, SPCSA, rather than between different local educational agencies in Nevada, there is no statutory or regulatory authority that authorizes the new SPCSA charter school to provide different services than those in the IEP.

Therefore, upon enrollment of a student with an IEP in effect at a previous SPCSA charter school, the new SPCSA charter school must review the student's IEP and confirm it can be implemented as written, until and unless the student's IEP Team, including the parent, reviews and revises the student's IEP.

5.4.2. Transfers from Out-of-State

Initial evaluation procedures are required for all out-of-state special education transfer students. This includes transferring from a State where a student was receiving special education services under the Developmentally Delayed classification to the age of nine. The timeline for completing an initial evaluation in Nevada is 45 school days from the date of parental consent for evaluation through formal determination of the student's eligibility for special education in Nevada.

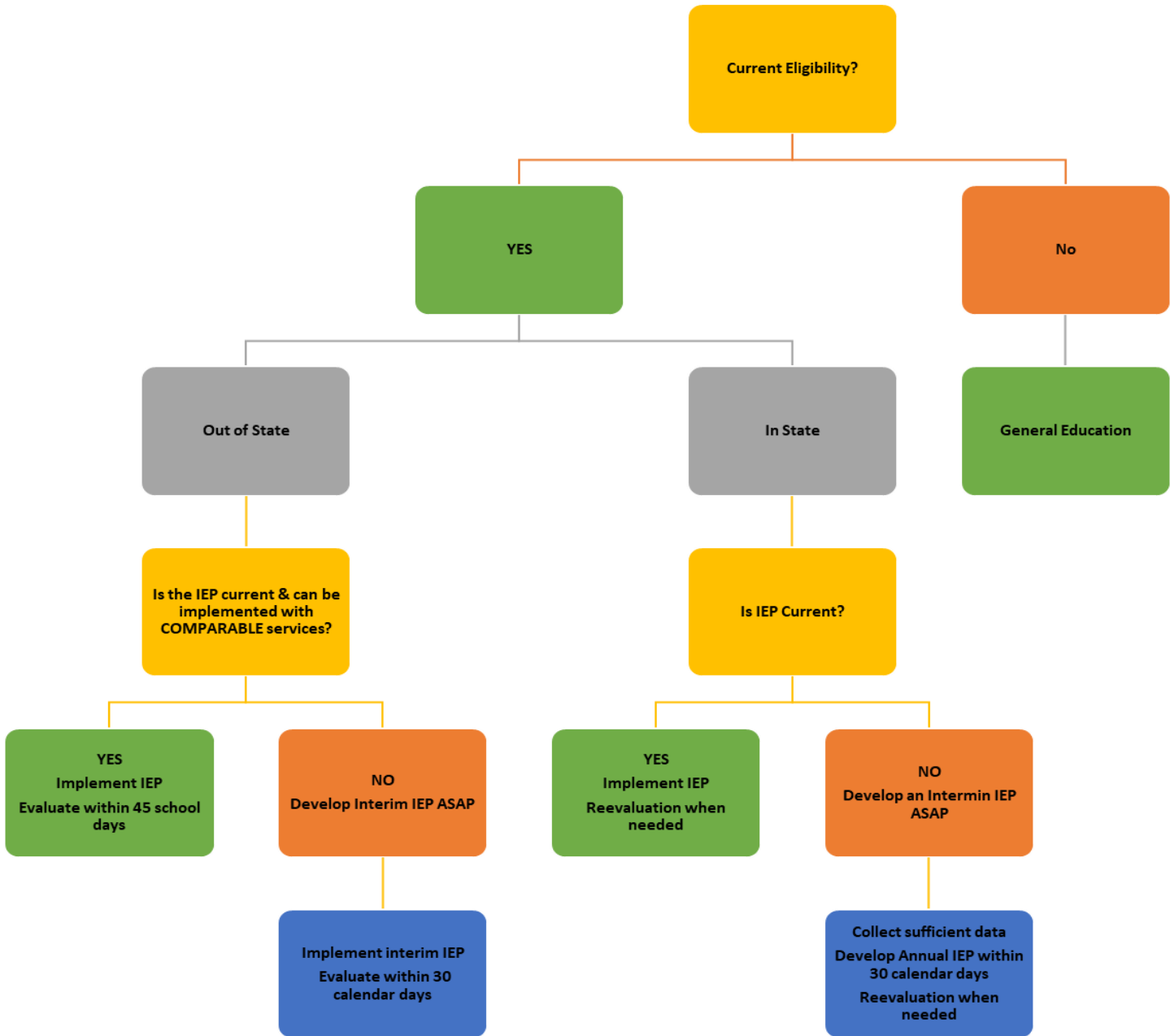
The evaluation coordinator is responsible for coordinating the process needed to ensure that Nevada eligibility is confirmed, whether under the 30-day interim IEP timeline (in circumstances when no IEP is available from the previous charter school or school district), or under the 45-school day timeline when the district is providing services comparable to the services provided under the student's out-of-state IEP.

Parental consent must be obtained using the CONSENT FOR EVALUATION form. If evaluation information is available, the combined members of the eligibility team and IEP Committee must complete the EVALUATION/REEVALUATION REPORT form. If no additional data are needed, provide PARENTAL PRIOR WRITTEN NOTICE of this decision. The eligibility team must meet to determine eligibility within 45 school days of obtaining the parent's written consent.

If the student's previous IEP is available, the charter school must provide the student with a free appropriate public education, including services comparable to those described in the previous IEP, in consultation with the parents, until

eligibility in Nevada has been determined and until the charter school develops a new IEP, if appropriate. If no IEP is available, the student should be receiving services under a 30-calendar-day interim IEP. If a 30-day interim IEP has been developed the student's eligibility must be confirmed and a complete IEP must be developed prior to the expiration of the 30 days. During the 30-day period, the student should be receiving services under an interim Individualized Educational Program.

Transfer Student Flowchart



5.5 GENERAL REQUIREMENTS FOR EVALUATIONS

Initial evaluations and reevaluations must be comprehensive enough to identify all of the student’s special education and related service needs, whether or not commonly linked to the disability category in which the student has been, or may be, classified.

5.5.1. Assessment Areas

Nevada regulations impose specific requirements for evaluation of particular areas of a student’s abilities/skills, behavior, and performance, as follows:

a. Performance in Current Educational Setting

Definition: “Performance in the current educational setting” means the behavioral and academic functioning of a student in the environment in which the majority of the student’s education occurs. Generally, a student’s past and present educational performance is reviewed to obtain information about: achievement test scores; grades; appropriateness of instruction and progress relative to instruction; any prior, scientific, research- based interventions which may involve modification of the classroom environment, curriculum or delivery of instruction; any positive behavioral intervention/strategies/supports; disciplinary record; and attendance. The person conducting this portion of the evaluation should also review any information collected through the Response To Intervention Program (RTI). If the performance of a student with a disability in the student’s current educational setting is assessed, the assessment may include:

- observation of the student in that setting;
- review of any report from a parent or teacher of the student;
- review of samples of the work of the student; and
- curriculum-based assessment.

If the assessment of performance is required to determine the eligibility of the student with Specific Learning Disabilities, information can be used from:

- an observation in routine classroom instruction and monitoring of the student’s performance that was done before the student was referred for an evaluation; or
- an observation by an eligibility team member of the student’s academic progress in the regular classroom after the student has been referred for an evaluation and parental consent has been obtained. Any interpretation of an assessment of performance in the current educational setting must be made by one or more members of the eligibility team having personal knowledge of the performance of the student.

b. Intervention

Definition: “Intervention” means a strategy, developed on the basis of individual need, designed to have a remediate effect upon any academic or behavioral difficulties of a student. The term does not include disciplinary procedures applied to a group of students unless, giving consideration to the individual needs of a student, such procedures are demonstrably more appropriate than other strategies. Examples of intervention practices may include, but are not limited to:

- adapting curriculum materials to the needs of the student;
- variations in the techniques employed in teaching the student;
- tutoring or supplemental instruction;
- using behavior management programs;
- counseling or direct social skills instruction for the student; and
- modifications to the educational environment.

Definition: “Scientific, research-based intervention” means the modification of the classroom environment, curriculum or delivery of instruction in general education settings, which is based upon an examination of characteristics of the student as a learner, the instruction being provided and the curricular tasks to be accomplished, and targeted toward improving the student’s level of performance and rate of learning. The modification of the classroom environment, curriculum or delivery of instruction is demonstrated through

scientifically-based research and practice to have a positive impact on a student’s academic achievement or behavior.

c. Cognitive Abilities

Definition: “Cognitive abilities” means those abilities involving the processes of thinking, reasoning and problem solving. An individually administered, standardized test of cognitive ability must be used as part of the evaluation process, when appropriate, in assessing the cognitive abilities of a student with a disability. If a score other than the total score of the student on such a test is used to assess the student’s cognitive abilities, the procedure must be justified, on the basis of professionally recognized criteria, in the records of the student maintained by the charter school. Any interpretation of an assessment of cognitive abilities must be made by a licensed school psychologist or licensed or certified psychologist. In the case of a student under the age of 6 years, any such interpretation may be made by a licensed school psychologist or a licensed or certified psychologist with documented training in the assessment of preschool students with disabilities

d. Social and Emotional Condition

Definition: “Social and emotional condition” means the present thoughts, feelings and interactive behavior of a person. If the social and emotional condition of a student is assessed, the assessment may include:

- observation of the student;
- interview of the student or of any person having personal knowledge of the student; and
- use of a behavior rating scale, an adaptive behavioral scale; and a self-report inventory.

A student may not be identified as a student with serious emotional disturbance without prior interventions and unless a variety of these techniques is used to assess the social and emotional condition of the student. Any interpretation of an assessment of social and emotional condition must be made by a school psychologist or another certified psychologist or licensed mental health professional.

e. Adaptive Skills

Definition: “Adaptive skills” include communication, self-care, home living, social skills, community use, self-direction, health and safety, functional academics, leisure and work. The person conducting the evaluation must use a validated adaptive behavior scale. The assessment must include an assessment of any six or more of the following:

- communication;
- self-care;
- home living;
- social skills;
- community use;
- self-direction;
- health and safety;
- functional academics; and
- leisure and work.

Any interpretation of an assessment of adaptive skills must be made by a person qualified to assess adaptive skills through the use of an adaptive behavior scale.

f. Health

Definition: “Health” means the general physical condition of a person. If the health of a student is assessed, the assessments include:

- review of health and developmental history;
- hearing and vision screening; and
- physical examination.

When the health of a student with a disability is assessed, the following assessments may also be included:

- audiological assessment;
- physical therapy assessment; or
- occupational therapy assessment of the student.

Any interpretation of an assessment of health must be made by a person qualified to assess the health condition of a student. An evaluation of a student’s health and developmental history must be completed to determine if

the student has one or more health concerns that substantially affect his or her educational performance. It is essential that the student's medical history and current health be evaluated early in the evaluation process so that any health problems can be identified and, if possible, be remediated prior to conducting other evaluation procedures. Each student being evaluated must undergo a general health evaluation, including vision, hearing, and neurological screening, which must be conducted at the time, or within six months, of the evaluation. However, no student shall be required to undergo any physical examination or medical treatment if the parent objects because of religious beliefs.

A health evaluation generally is conducted by the charter school nurse, who may recommend further medical information as necessary, including obtaining a physician's report. The school nurse conducting the health evaluation should obtain information, as appropriate, from the student's parent, teacher, family physician, the student, and any other pertinent sources such as public health agencies or medical clinics with knowledge of the student. Other staff who obtains pertinent health information in the course of consulting with the parent or the student should provide such information to the school nurse conducting the review.

If a student fails any general health screening, the student should be referred for an examination by a licensed practitioner for diagnosis and remediation. If a student fails a hearing screening and no medical follow-up has occurred, or if a Multidisciplinary Team member believes the student may have a hearing disability, the school nurse should facilitate scheduling of an audiological evaluation with an audiologist. Similarly, if a student fails a general vision screening and no medical follow-up has occurred, the school nurse should facilitate scheduling of a vision evaluation with a licensed practitioner. If a student fails any general health screening, further evaluation and remediation of any problem involving vision, hearing, or neurological function should be completed when possible prior to conducting other evaluation procedures that may be affected by the condition.

If the health evaluation reveals that the student has a vision or hearing problem that cannot be remediated, the school nurse should notify all members of the evaluation team prior to other evaluation procedures being conducted. Failure of any general health screening does not constitute an eligibility determination for the purposes of the IDEA. The school nurse should inform the parent of any student who has failed a general health screening about the eligibility determination process described in the Eligibility Chapter 6.0. For assistance in informing the parent about the eligibility process, the school nurse should contact the student's Multidisciplinary Team.

If a medical consultation, including any psychiatric or neurological consultation, is appropriate, the school nurse conducting the evaluation should contact the charter school Site Administrator should assistance be required in facilitating such a consultation. Nevada regulations require any diagnostic decision concerning an evaluation of health to be made by a person qualified to assess the condition in issue.

The school nurse should document the results of the health evaluation in the MDT report, which should clearly indicate whether the student has a health concern requiring consideration by the Multidisciplinary Team and/or IEP Committee. For example, the report should include information about whether the student needs medication, special health care procedures, preferential seating, etc. The report should include reports of any other medical professionals consulted as part of the health evaluation.

A health evaluation of a student with significant health concerns who has transferred from outside the county of residence and wishes to enroll or is enrolled in the charter school should be completed as part of the evaluation process if the student:

- requires a medical procedure such as G-tube feeding, suctioning, catheterization, oxygen, etc.;
- recently experienced a traumatic brain injury;
- has a seizure disorder not under control;
- has uncontrolled respiratory problems requiring procedures during the school day;

- has other serious health concerns which might warrant medical intervention or monitoring; or
- requires significant assistance with personal care (e.g., toileting, feeding, etc.).

g. Speech, Language or Other Communication Skills

Definition: "Speech and language" means skills relating to articulation, phonology, receptive language, expressive language, syntax, semantics, morphology, fluency and the use of the voice. If the speech and language or other communication skills of a student are assessed, the assessment may include:

- observation of the student;
- interview of the student or of any person having personal knowledge of the student;
- use of information from a parent or teacher of the student;
- use of a standardized test of speech, language or other communication skills; and
- health assessment.

Any interpretation of an assessment of speech, language or other communication skills must be made by a licensed speech and language specialist.

h. Academic Achievement

Definition: "Academic achievement" means the possession of basic reading skills and skills relating to oral expression, listening comprehension, written expression, reading fluency, reading comprehension, mathematics calculation and mathematics reasoning. In the case of a student under the age of 6, the term means academic readiness and the mastery of language concepts. If the academic achievement of a student with a disability is assessed, the person conducting the assessment may use:

- a standardized test of academic achievement;
- curriculum-based assessment; and
- a report by the teacher of the student.

If the assessment of academic achievement is required to determine the eligibility of the student for special services and programs of instruction, then the assessment must be based upon the use of a standardized test. Any interpretation of an assessment of academic achievement must be made by a person qualified to administer individually standardized tests of academic achievement to the student.

i. Functional Behavior

As used in this section, if the functional behavior of a student is assessed as part of the evaluation process, the assessment must include:

- systematic observation of the occurrence of the targeted behavior for an accurate definition and description of the frequency, duration and intensity of the behavior;
- systematic observation of the events that immediately precede each display of the targeted behavior and are associated with the display of the behavior;
- systematic observation and analysis of the consequences following the display of the targeted behavior, to identify the specific environmental or physiological outcomes produced by the behavior, in order to determine the function that the behavior serves for the student. The communicative intent of the targeted behavior must be identified in terms of what the student is either requesting or protesting through the display of the behavior.
- analysis of the settings in which the targeted behavior occurs most frequently. Factors that may be considered include the physical setting, the social setting, the activities and the nature of instruction, scheduling, the quality of communication between the student and staff and other students, the degree of participation of the student in the setting, the amount and quality of social interaction, the degree of choice and the variety of activities.
- review of records for health and medical factors which may influence the targeted behavior, including, without limitation, levels of medication, sleep cycles, health and diet; and
- review of the history of the targeted behavior to include the effectiveness of intervention previously used.

"Targeted behavior" means the particular adaptive or inappropriate behavior of the student that the person conducting the assessment monitors in order to promote adaptive behavior and reduce the occurrence of inappropriate behavior.

5.5.2. Evaluation Procedures

In selecting tests and other evaluation materials used to assess a student, the charter school personnel must ensure that in conducting the evaluation, the charter school MDT must, at a minimum:

- a. Use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student, including information provided by the parent that may assist in determining:
 - whether the student is a student with an IDEA eligibility; and
 - the content of the student's IEP, including information related to enabling the student to be involved in and progress in the general education curriculum (or for a preschool child, to participate in appropriate activities).
- b. Not use any single measure or assessment as the sole criterion for determining whether a student is a student with an IDEA disability and for determining an appropriate educational program for the student.
- c. Use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.
- d. Ensure that assessments and other evaluation materials used to assess the student are:
 - selected and administered so as not to be discriminatory on a racial or cultural basis; and
 - provided and administered in the student's native language or other mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to provide or administer;
 - used for the purposes for which the assessments or measures are valid and reliable;
 - administered by trained and knowledgeable personnel; and
 - administered in accordance with any instructions provided by the producer of the assessments.
- e. Use assessments and other evaluation materials including those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.
- f. Select and administer assessments to best ensure that if an assessment is administered to a student with impaired sensory, manual, or speaking skills, the assessment results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).
- g. Select assessment tools and strategies which provide relevant information that directly assists team members in determining the educational needs of the student.
- h. Assess the student in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities.
- i. Coordinate with students' prior schools if they have transferred from one district to another district in the same school year, or from another charter school to the charter school, as necessary and as expeditiously as possible to ensure prompt completion of full evaluations.
- j. Must be sufficiently comprehensive to identify all of the student's special education and related service's needs, whether or not commonly linked to the disability category in which the student has been classified.

5.5.3. Required Assessments by Eligibility Category

- a. An evaluation for Autism Spectrum Disorder under the Nevada Administrative Code (NAC) must include assessment of:
 - health and medical status;
 - developmental history, including, without limitation, the rate and sequence of development and a clear statement of strengths and weaknesses;
 - cognitive abilities;
 - social and emotional condition in multiple settings;
 - academic achievement;
 - adaptive skills; and
 - speech, language and other communication skills.
- b. An evaluation for Autism Spectrum Disorder must also consider:
 - sensory regulation;

- self-help and independent living skills;
- behavior problems;
- symbolic and imaginative play;
- activities and special interests; and
- motor skills.

c. An evaluation for Hearing Impairment under NAC must include:

- a comprehensive audiological examination, including pure tone and speech discrimination tests, performed by an audiologist; and
- an assessment of the health of the student, which must include:
 - health of the student, which must include a comprehensive examination of vision;
 - academic achievement of the student; and
 - speech and language of the student.

If the above requirements are satisfied, the evaluation of the student may include an assessment of the student's cognitive abilities and social and emotional condition.

d. An evaluation for Visual Impairment under NAC must include:

- a comprehensive examination of vision, performed by an eye specialist; and
- an assessment of the health and academic achievement of the student.

If the above requirements are satisfied, the evaluation of the student may include an assessment of the student's cognitive abilities and social and emotional condition.

e. An evaluation for Orthopedic Impairment under NAC must include an assessment of:

- the health of the student, which must include a physical examination; and
- the student's functional limitations in relation to the demands of a regular classroom.

If the above requirements are satisfied, the evaluation of the student may include an assessment for physical therapy or occupational therapy, and an assessment of the student's cognitive abilities, social and emotional condition and academic achievement.

f. An evaluation for Health Impairment other than Orthopedic under NAC must:

- assess the health of the student; and
- analyze the ability of the student to perform in a regular classroom.

If the above requirements are satisfied, the evaluation of the student may include an assessment of the student's developmental history, cognitive abilities, social and emotional condition, academic achievement and language and motor skills.

g. An evaluation for Speech and Language Impairment under NAC must include an assessment of:

- the performance of the student relating to language, articulation, fluency or voice, as relevant to the student's impairment;
- the health of the student; and
- if relevant to the student's eligibility for special education services, the cognitive abilities, academic achievement, and social and emotional condition of the student.

h. An evaluation for Traumatic Brain Injury under NAC must include an assessment of:

- health;
- developmental history;
- cognitive abilities;
- social and emotional condition;
- academic achievement;
- language and motor skills;
- sensory and perceptual abilities; and
- attention, comprehension, judgment and problem-solving skills.

An evaluation for Traumatic Brain Injury must also consider, without limitation:

- medical documentation of the injury;
- the student's educational performance relative to a normative population;
- the student's strengths and weaknesses; and
- if possible, the student's educational performance before and after the student acquired the injury.

- i. An evaluation for Intellectual Disability under NAC must include an assessment of:
- cognitive abilities;
 - adaptive skills, including prevocational and vocational assessments, if appropriate;
 - health, including a developmental history;
 - academic achievement; and
 - performance of the student relating to speech and language.
- j. An evaluation for Emotional Disturbance under NAC must include an assessment of:
- social and emotional condition, based in part upon information from the student;
 - health and cognitive abilities;
 - performance in current educational setting; and
 - any previous intervention.
- “Socially maladjusted” and “conduct problem” mean behavior characterized by knowledge of social expectations and intentional disregard of those expectations.
- k. An evaluation for Specific Learning Disability under NAC must include assessment of:
- health and developmental history;
 - performance in the student’s current educational setting;
 - any scientific, research-based intervention provided to the student;
 - academic achievement;
 - social and emotional condition;
 - cognitive abilities, only if the evaluation involved determining the existence of a statistically significant discrepancy between achievement and intellectual ability; and
 - an observation of the academic performance of the student in the student’s classroom or, in the case of a child under school age, in an environment appropriate for the child’s age.
- To ensure that underachievement of a student suspected of having a Specific Learning Disability is not due to lack of appropriate instruction in reading or math, the evaluation must consider:
- data that demonstrates that prior to, or as part of, the referral process, the student was provided appropriate instruction in regular education settings, delivered by qualified personnel;
 - data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction and was provided to the student’s parents; and other extrinsic factors, such as limited English proficiency. Evidence of appropriate instruction and interventions to promote student progress is important in ensuring a full evaluation of all areas of suspected need.
- l. An evaluation for Multiple Impairments under NAC must include:
- an assessment of Intellectual Disability, including:
 - cognitive abilities;
 - adaptive skills, including prevocational and vocational assessments if appropriate;
 - health of the student, including a developmental history;
 - academic achievement; and
 - performance of the student relating to speech and language; and
 - an assessment of another disability satisfying NAC requirements.
- m. An evaluation for Developmental Delay under NAC must include an assessment of:
- health;
 - developmental functioning; and
 - social and emotional condition.
- n. An evaluation for Deaf-Blindness under NAC must include an assessment of
- hearing impairment satisfying NAC requirements; and
 - visual impairment satisfying NAC requirements.

5.5.4. Timelines for Evaluations

- a. Every effort must be made to complete the evaluation within a reasonable time after the charter school has reason to suspect that a student may have a disability and need special education and related services.

- Both initial evaluations and reevaluations must be completed within 45 school days, from the date of securing informed parental consent or Notice of No Additional Assessments Information Needed, whichever is appropriate, through completion of eligibility determination. The 45-day timeline applies to those days when the student is scheduled to attend school for a standard instructional day (i.e., not summer vacation, track breaks, holidays or ESY). Exception: evaluations that coincide with Interim IEP placements must be completed within 30 calendar days.
 - A formal reevaluation must be conducted when conditions warrant it (i.e., new referral questions/assessment needs).
 - A formal reevaluation must occur:
 - Not more than once a year, unless the parent and the charter school otherwise agree.
 - At least once every 3 years, unless the parent and the charter school agree that a reevaluation is not necessary. (Student must have 2 or more evaluations, one of which must have been conducted by the current charter school).
 - An authorized charter school representative (site administrator or designee) must be involved in the decision-making process. He/she must possess a valid Nevada Administrative license or Nevada Special Education license/endorsement.
 - Agreement between the parent and the charter school that a reevaluation is not warranted must be documented through the Statement of Need (SCOPE) for Reevaluation form.
 - The charter school is not required to conduct reevaluations for students to meet the entrance or eligibility requirements of an outside institution or agency (e.g., vocational rehabilitation programs, colleges/universities, outside agencies, or other post-secondary settings).
- b. Timelines in Exceptional Circumstances
- Upon formal written request of the charter school, the Superintendent of Public Instruction at the Nevada Department of Education may extend the deadline for conducting the initial evaluations for not more than 15 school days.
 - The deadline does not apply if the parent of the student repeatedly fails or refuses to deliver the student for the evaluation.
 - If for any reason (such as extended illness of the student), it becomes impossible to complete the evaluation within 45 school days, the charter school personnel should document the justification for the delay in writing. Delay should only occur in exceptional cases and the documentation for the justification should conform to the codes used in the charter school student information system.

5.6 EARLY CHILDHOOD EVALUATION

5.6.1 Early Childhood Considerations

The completion of formal eligibility reevaluations for students with disabilities who are 3, 4 or 5 years of age occur when warranted, including when other eligibility classifications are suspected.

In the case of a 5-year old who has a Developmental Delay eligibility, formal reevaluation procedures are required and this reevaluation must occur no later than the student's sixth birthday.

5.7 BILINGUAL EVALUATIONS

5.7.1 Language and Cultural Information

If there is reason to believe that the student may have limited English proficiency (LEP) and is being considered for referral for evaluation or has been referred for evaluation (as well as when an evaluation has been ordered by a hearing officer), the Site Administrator (or designee) should ensure that the following have occurred:

- a. The charter school personnel must have assessed and documented the student's proficiency in English and the student's native language. This language assessment must include:
- an interview with the student's parent;
 - a determination of the language spoken in the student's home;
 - the language the student uses most comfortably and frequently;

- the language the student uses to conceptualize and communicate; and
 - the student's levels of language proficiency in English and the native language if feasible to do so.
- b. Information must be gathered about the student's cultural background, including:
- the language spoken at home;
 - ethnicity;
 - socioeconomic status;
 - the extent to which school expectations may conflict with cultural expectations;
 - family mobility; and
 - other information which may be relevant to how the student functions at school.
- c. Information must be gathered about the student's mode of communication through observation of the extent to which the student uses expressive and written language and other modes of communication as a substitute for expressive language (e.g., gestures, signing, or unstructured sounds).

5.7.2. Evaluations

If there are indications that a student may use a language other than English, the MDT must determine whether a bilingual evaluation is necessary, on a case-by-case basis. For the purpose of making such a determination, the MDT must include qualified personnel with knowledge of second language acquisition theory or document consultation with such a professional.

When a bilingual evaluation is required, the MDT must consult with a Speech Language Pathologist or a bilingual School Psychologist, as needed, in determining which evaluation components must be conducted by qualified bilingual personnel, and which components may be conducted by site-based staff. During the evaluation process, the student's proficiency in their native language must be determined, if feasible, and must be documented in the evaluation report.

5.8 EVALUATIONS FOR SPECIAL EDUCATION STUDENTS WHO ARE INVOLVED IN THE DISCIPLINE PROCESS

5.8.1. In some circumstances, a student who has not yet been determined to be eligible may be entitled to procedural protections under the IDEA and NAC. If there was a recognized suspicion of disability prior to the behavior infraction and recommendation of an alternative placement, discipline must cease, unless the infraction involved weapons, drugs or serious bodily harm, and an expedited evaluation must occur. The LEA is deemed to have knowledge that a student is a student with a disability if, before the behavior that precipitated the disciplinary action occurred:

- a. the parent of the student had expressed concern in writing, to the charter school supervisory or administrative personnel, that the student is in need of special education and related services;
- b. the parent of the student had requested an evaluation of the student; or
- c. the teacher of the student, or other personnel of, the charter school had expressed specific concerns about a pattern of behavior demonstrated by the student, directly to the charter school director of special education or to other charter school supervisory personnel.

5.8.2. Exception - The LEA shall not be deemed to have knowledge that a student is a student with a disability if:

- a. the parent of the student has not allowed an evaluation;
- b. if the parent of the student has refused services;
- c. the student has been evaluated and it has been determined that the student is not a student with a disability; or
- d. the parent has revoked consent for special education and related services.

5.8.3. If a request is made for an evaluation during the time period in which the student is pending long-term disciplinary action (i.e. after the discipline infraction has occurred), an evaluation shall be conducted by the referring school in an expedited manner. Pending the results of the evaluation, the student shall remain in the educational placement determined by school authorities.

5.9 HOMEBOUND EVALUATION

Evaluations for special education eligibility completed for students who are hospitalized or are receiving homebound services must follow standard procedures for evaluation. Evaluation practices may differ in terms of the setting and modifications required to complete evaluations with these students. The charter school personnel are responsible for completing the evaluation for all students enrolled at the charter school.

Evaluations for special education eligibility completed for students who are hospitalized or are receiving homebound services must follow standard procedures for evaluation. Evaluation practices may differ in terms of the setting and modifications required to complete evaluations with these students. The charter school personnel are responsible for completing the evaluation for all students enrolled at the charter school.

5.10 EVALUATION REPORTS

5.10.1. At the conclusion of the evaluation process, a written report that summarizes the procedures employed, the results, and any educational implications must be developed and eligibility members should have input. The MDT evaluation report may include assessment data from general and special education teachers and related services providers including a school psychologist, speech and language pathologist, school nurse, occupational therapist, physical therapist, and other appropriate personnel. All eligibility members who conduct assessments must include their results in the report.

5.10.2. The MDT evaluation report must include a detailed, educationally relevant description of the student's needs.

The report must be written in succinct, readily understandable language, using as little educational jargon as possible.

Each report should include, as appropriate:

- a. student demographic information;
- b. reasons for referral;
- c. review of prior/previous interventions and student progress, and the student's educational history and classroom performance data;
- d. evaluation methods used;
- e. any variation from standard conditions in the administration of assessments, including variations in the qualifications of the person administering a test or the method of test administration;
- f. results of all relevant assessments and interpretations of results, including the student's strengths and weaknesses;
- g. a description of the student's relevant behavior during the evaluation and classroom observation, and the relationship of that behavior to the student's evaluation results and educational performance;
- h. if a bilingual evaluation was conducted or considered, the language(s) used to test the student and the methods used;
- i. environmental, cultural, or economic factors; and
- j. professional recommendation regarding the student's eligibility for special education and related services.

5.10.3. Distribution of a draft MDT evaluation report to the parent at, or immediately prior to, scheduled eligibility meetings is an acceptable practice that can facilitate team collaboration and informed decision making. However, draft reports do not constitute educational records under FERPA and therefore, the parent is not entitled to earlier release of draft reports.

5.10.4. The person(s) conducting the evaluation must sign the MDT evaluation report, provide the dates the assessments were administered, and the date of the eligibility meeting. The parent must receive a copy of the signed MDT evaluation report and Statement(s) of Eligibility upon their completion at the formal MDT eligibility meeting. The MDT evaluation report must be maintained in the student's confidential folder.

5.11 INDEPENDENT EDUCATIONAL EVALUATIONS

5.11.1. Definition

An independent educational evaluation (IEE) means an evaluation conducted by a qualified examiner who is not employed

by the charter school.

5.11.2. Right to evaluation

Evaluations for special education eligibility completed for students who are hospitalized or are receiving homebound services must follow standard procedures for evaluation. Evaluation practices may differ in terms of the setting and modifications required to complete evaluations with these students. The charter school personnel are responsible for completing the evaluation for all students enrolled at the charter school.

5.12 EVALUATION REPORTS

5.12.1. At the conclusion of the evaluation process, a written report that summarizes the procedures employed, the results, and any educational implications must be developed and eligibility members should have input. The MDT evaluation report may include assessment data from general and special education teachers and related services providers including a school psychologist, speech and language pathologist, school nurse, occupational therapist, physical therapist, and other appropriate personnel. All eligibility members who conduct assessments must include their results in the report.

5.12.2. The MDT evaluation report must include a detailed, educationally relevant description of the student's needs.

The report must be written in succinct, readily understandable language, using as little educational jargon as possible.

Each report should include, as appropriate:

- k. student demographic information;
- l. reasons for referral;
- m. review of prior/previous interventions and student progress, and the student's educational history and classroom performance data;
- n. evaluation methods used;
- o. any variation from standard conditions in the administration of assessments, including variations in the qualifications of the person administering a test or the method of test administration;
- p. results of all relevant assessments and interpretations of results, including the student's strengths and weaknesses;
- q. a description of the student's relevant behavior during the evaluation and classroom observation, and the relationship of that behavior to the student's evaluation results and educational performance;
- r. if a bilingual evaluation was conducted or considered, the language(s) used to test the student and the methods used;
- s. environmental, cultural, or economic factors; and
- t. professional recommendation regarding the student's eligibility for special education and related services.

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5.13 INDEPENDENT EDUCATIONAL EVALUATIONS

5.13.1. Definition

An independent educational evaluation (IEE) means an evaluation conducted by a qualified examiner who is not employed by the charter school.

5.13.2 Right to evaluation

Evaluations for special education eligibility completed for students who are hospitalized or are receiving homebound services must follow standard procedures for evaluation. Evaluation practices may differ in terms of the setting and modifications required to complete evaluations with these students. The charter school personnel are responsible for completing the evaluation for all students enrolled at the charter school.

5.14 EVALUATION REPORTS

5.14.1. At the conclusion of the evaluation process, a written report that summarizes the procedures employed, the results, and any educational implications must be developed and eligibility members should have input. The MDT evaluation report may include assessment data from general and special education teachers and related services providers including a school psychologist, speech and language pathologist, school nurse, occupational therapist, physical therapist, and other appropriate personnel. All eligibility members who conduct assessments must include their results in the report.

5.14.2. The MDT evaluation report must include a detailed, educationally relevant description of the student's needs. The report must be written in succinct, readily understandable language, using as little educational jargon as possible.

Each report should include, as appropriate:

- u. student demographic information;
- v. reasons for referral;
- w. review of prior/previous interventions and student progress, and the student's educational history and classroom performance data;
- x. evaluation methods used;
- y. any variation from standard conditions in the administration of assessments, including variations in the qualifications of the person administering a test or the method of test administration;
- z. results of all relevant assessments and interpretations of results, including the student's strengths and weaknesses;
- aa. a description of the student's relevant behavior during the evaluation and classroom observation, and the relationship of that behavior to the student's evaluation results and educational performance;
- bb. if a bilingual evaluation was conducted or considered, the language(s) used to test the student and the methods used;
- cc. environmental, cultural, or economic factors; and
- dd. professional recommendation regarding the student's eligibility for special education and related services.

5.14.3. Distribution of a draft MDT evaluation report to the parent at, or immediately prior to, scheduled eligibility meetings is an acceptable practice that can facilitate team collaboration and informed decision making. However, draft reports do not constitute educational records under FERPA and therefore, the parent is not entitled to earlier release of draft reports.

5.14.4. The person(s) conducting the evaluation must sign the MDT evaluation report, provide the dates the assessments were administered, and the date of the eligibility meeting. The parent must receive a copy of the signed MDT evaluation report and Statement(s) of Eligibility upon their completion at the formal MDT eligibility meeting. The MDT evaluation report must be maintained in the student's confidential folder.

5.15 INDEPENDENT EDUCATIONAL EVALUATIONS

5.15.1. Definition

An independent educational evaluation (IEE) means an evaluation conducted by a qualified examiner who is not employed by the charter school.

5.15.2. Right to evaluation

If a parent disagrees with an evaluation obtained by the charter school, the parent has the right to request an IEE. The

charter school personnel must respond to the request in a timely manner. The charter school personnel must, without unnecessary delay, either:

- a. ensure that an IEE is provided at the charter school's expense; or
- b. initiate an impartial due process hearing, to demonstrate that the charter school's evaluation is appropriate.

At expense means that the charter school either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent. The parent may be asked about, but not required, to provide reasons for objecting to the charter school's evaluation prior to obtaining an IEE, but any request for such reasons may not be used to delay an IEE. For an independent educational evaluation to be conducted at the charter school's expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria the charter school uses when it initiates an evaluation, to the extent those criteria are consistent with the parent's right to an IEE. Beyond these conditions, the charter school is not allowed to impose additional conditions or timelines.

If a hearing officer requests an IEE as part of a hearing, the cost of the evaluation must be at public expense. If a due process hearing results in a final decision that the charter school's evaluation is appropriate, the student's parent still has the right to an IEE, but not at the charter school's expense. The charter school personnel must consider an IEE, whether or not conducted at the charter school's expense, in any decision regarding the provision of a free appropriate public education to the student, so long as the IEE meets the charter school criteria. The results of an IEE may be presented as evidence in a due process hearing.

5.15.3. Procedures

- a. If a parent requests an IEE, either verbally or in writing, the school must submit the request in writing along with the confidential folder to the charter school Site Administrator or designee within two school days of the parent's request.
- b. Within 15 school days of the receipt of the request, the Site Administrator, or other charter school designee, will review the request and notify the parent of the decision in writing.
- c. The decision will come from the charter school Site Administrator or designee.
- d. The school will not send a Parental Prior Notice of District Refusal.

5.15.4. Notice of the Right to an Independent Educational Evaluation

The charter school personnel must provide to parents, on request for an IEE, information about where an IEE may be obtained, including the charter school's criteria applicable to IEEs. This information should be made available in a manner that is readily understandable to the general public, including parents whose native language is not English.

5.15.5. Screenings

The screening of a student by a teacher or specialist to determine appropriate instruction strategies for curriculum implementation shall not be considered to be an evaluation for determining eligibility for special education and related services.

CHAPTER 6 ELIGIBILITY

This Chapter describes:

- 6.1 The Eligibility Determination
- 6.2 The Multidisciplinary Team (MDT) and Eligibility Team (ET)
- 6.3 Criteria for determining Eligibility
- 6.4 Report of the Eligibility Determination

6.1 THE ELIGIBILITY DETERMINATION

Once a student has been formally evaluated, the charter school must convene a meeting of the Multidisciplinary Team (MDT) to determine whether the student has a disability and whether the student is eligible for special education and related services. This chapter explains the general requirements for eligibility determination, eligibility criteria, the composition of the MDT, and the requirements for the team's reports. In order to ensure that required time frames are met for conducting an Individualized Education Program (IEP) meeting and that students begin receiving needed services in a timely manner, it is important to promptly schedule the MDT's eligibility determination meeting. In many instances, the eligibility determination and the IEP meeting may be held on the same date, provided that all necessary participants for each meeting are available and appropriate prior notices were sent.

6.1.1. General Requirements of Eligibility Determination

- a. Upon completion of a formal evaluation, an MDT of qualified professionals and the student's parent must determine whether the student is a child with a disability within the meaning of IDEA. IDEA defines a child with a disability as a child who has been formally evaluated, has one or more identified disabilities, and because of that disability, needs special education and related services.
- b. A student must have at least one of the following disabilities, as defined in the NAC, to be eligible for special education services in Nevada:
 - Autism spectrum disorder;
 - hearing impairment (including deafness);
 - visual impairment (including blindness);
 - deaf-blindness;
 - orthopedic impairment;
 - health impairment, other than orthopedic impairment;
 - speech and language impairment;
 - traumatic brain injury;
 - intellectual disability;
 - emotional disturbance;
 - specific learning disability;
 - multiple impairments; and/or
 - developmental delays (for a child aged 3 through 5 only).
- c. A student is not considered eligible for special education services if the MDT determines, through an appropriate evaluation, that a student has one of the above disabilities but does not require special education services. Related services are a support service and are only provided to students eligible for special education services.
- d. Speech and Language Impairment is one of the identified eligibilities under NAC. Speech/Language services may be considered as either specially designed instruction or related services.

6.1.2. Lack of Instruction in Reading or Math and Limited English Proficiency

- a. A student may not be determined to be a child with a disability if the determinant factor for eligibility is:
 - lack of appropriate instruction in reading including the essential components of reading instruction;

- the essential components of reading instruction means explicit and systematic instruction in:
 - phonemic awareness;
 - phonics;
 - vocabulary development;
 - reading fluency, including oral reading skills; and
 - reading comprehension strategies;
- lack of appropriate instruction in math; or
- limited English proficiency; and
- the student does not otherwise meet the eligibility criteria described in this chapter.

6.1.3. Restrictions

a. Drug or Alcohol Addiction

A student's drug or alcohol addiction may not serve as the sole basis for determining that the student has a disability for purposes of IDEA eligibility. However, a student with a drug or alcohol addiction is eligible under IDEA if the MDT determines that the student otherwise meets the criteria for one of the identified disabilities and needs special education and related services.

b. Students Incarcerated as Adults

The charter school is not responsible for initial identification activities for students who are convicted as adults and incarcerated in adult prisons.

6.1.4. Age Ranges for Eligibility

A child with a disability who has an educational need is eligible for services under IDEA when the child turns three years of age. A student's eligibility terminates when the student graduates with a regular high school diploma (Option 1) or reaches age 22, whichever is earlier.

NOTE: Even though Federal and State monies are terminated after a Special Education student's 22nd birthday, public charter schools may choose to continue services through the end of the school year. Additionally, students who receive an Adjusted Diploma (Option 2) before their 22 birthday, can choose to return and stay in school until they are 22 years of age.

6.1.5. Termination of Eligibility

a. Any termination of eligibility is considered a change in placement. Termination of eligibility occurs when the student or guardian who has retained educational rights:

- graduates with a regular high school diploma (Option 1);
- turns 22 years of age, or
- is formally evaluated and found not eligible by the Multidisciplinary Team, or
- student or guardian revokes services.

b. A Free Appropriate Public Education (FAPE) is available to any individual student with a disability who needs special education and related services. A student may still be eligible for special education even though they have demonstrated passing grades and are advancing grade to grade. The determination that a student is eligible under this part must be made on an individual basis by an appropriate MDT.

6.2 THE MULTIDISCIPLINARY TEAM

6.2.1. General Requirements for MDT/Eligibility Team Membership

Membership requirements differ based on specific eligibility classifications, as defined by NAC. These requirements are identified in the following chart.

REQUIRED PARTICIPANTS AT MDT EVALUATION/ELIGIBILITY MEETINGS						
<i>Eligibility Category</i>	<i>School Psychologist</i>	<i>Special Ed. Teacher / Specialist</i>	<i>Gen. Ed. Teacher</i>	<i>Speech Pathologist</i>	<i>School Nurse</i>	<i>Parent</i>
Autism Spectrum Disorder	X	X	X	X		X
Deaf/Blind*		**			R	X
Developmental Delay	X	X			R	X
Emotional Disturbance	X	X	X			X
Health Impairment	X	X	X		X	X
Hearing Impairment/ Deaf*		**			R	X
Intellectual Disability	X	X		X		X
Multiple Impairment	X	X		X		X
Orthopedic Impairment		X	X		X	X
Specific Learning Disability	X	X	X			X
Speech/Lang. Impairment		** *	X	X		X
Traumatic Brain Injury	X	X	X	X	X	X
Visual Impairment		**			R	X

Above Required Participants Chart Key

X = required member as indicated by the (NAC)

** = the charter school /SPCSA recommends an audiologist be present*

*** = Two (2) specialists required in attendance*

**** = only if the student has another disability in addition to speech and language impairment*

R = Recommended member by the charter school/ SPCSA

6.2.2. Other Considerations

- a. A minimum of three (3) participants must be in attendance for any eligibility.
- b. Health assessments are required for all eligibilities; however, a school nurse is not always a required participant in formal eligibility meetings.
- c. Eligibility decisions are finalized as a function of the majority position among required team members, whereas IEP and placement decisions are typically finalized as a function of attaining consensus among required participants. In the absence of a consensus among MDT members for eligibility determination, the team must consider and determine the following factors:
 - were there sufficient discussions among team members over outstanding disagreements; and
 - is there enough information available to render a decision.

6.3 CRITERIA FOR DETERMINING ELIGIBILITY

In order to determine that a student is eligible for special education and related services, the MDT must determine that the student meets the specific criteria under NAC for one or more disabilities. The following sections describe NAC criteria according to specific classifications.

6.3.1. Autism

a. Definition and Criteria for Determining Eligibility

NAC defines "Autism" to mean a spectrum disorder which:

- significantly affects the verbal and nonverbal communication and social skills of a person and is often characterized by repetitive activities and stereotyped movements, resistance to changes in environment or daily routine, and responding to sensory experiences in an unusual manner;
- is usually apparent before the age of 3 years; and
- adversely affects the educational performance of a student causing significant delays or irregular patterns in learning, or both. The term includes, without limitation, a group of developmental disorders such as autistic disorder, Asperger's disorder, atypical autism, pervasive developmental disorder and other disorders that share the characteristics described above. The term Autism does not apply if a student's educational performance is adversely affected primarily because the student has an emotional disturbance as defined in NAC.

6.3.2. Hearing Impairment

a. Definition

NAC defines "Hearing Impairment" to mean an impairment of the hearing mechanism which affects sound integration and prevents or delays the normal development of speech and language.

b. Criteria for Determining Eligibility

Nevada regulations provide that a student is eligible for special services and programs of instruction if the MDT concludes that the student meets the following standards, as applicable:

- Hard of Hearing
- the student has the ability, if aided, to hear and understand most spoken words;
- the student's hearing mechanism, though defective, is sufficiently functional with or without the use of a hearing aid to allow a receptive flow of information; and
- the student has an average hearing threshold of 30 decibels or more.
- Deafness
- routine auditory communication is impossible for the student, or nearly so, because of the student's inability to discriminate among and understand the sounds that reach the student;
- the sense of hearing of the student is nonfunctional for the ordinary purposes of life, whether as the result of congenital or post-lingual deafness; and
- the student has an average hearing threshold level, at 500, 1,000 and 2,000 Hz, of 92 decibels or more.

As used in this subsection, nonfunctional for the ordinary purposes of life means that the student does not receive speech sounds clearly enough through hearing, with or without amplification and notwithstanding the fact that he may be aware of loud or random noises, to develop language. A student under the age of 6 years can be eligible for the special services and programs under the classification of Hearing Impairment.

6.3.3. Visual Impairment

a. Definition

NAC defines "Visual Impairment" to mean an impairment which, despite correction, adversely affects or will adversely affect the ability of a student to benefit from or participate in an educational program without the assistance of special education.

b. Criteria for Determining Eligibility

Nevada regulations provide that a student is eligible for special services and programs of instruction based on moderate or severe visual impairment if the MDT concludes that the student meets the following standards, as applicable:

- Moderate Visual Impairment
 - the student can use vision as the main channel of learning; and
 - the student’s visual acuity is 20/70 or less in the better eye with the best possible correction; or
 - the student suffers from a progressive deterioration of vision, the probable result of which will be the student’s visual acuity is 20/70 or less in the better eye with the best possible correction.
- Severe Visual Impairment
 - the student’s visual acuity does not exceed 20/200 in the better eye;
 - the student’s vision in the better eye is restricted to a field which subtends an arc of not more than 20 degrees; or
 - the student suffers from a progressive deterioration of vision, the probable result of which will be one or both of the conditions described in the points above. A student under the age of 6 years can be eligible for the special services and programs under the classification of Visual Impairment.

6.3.4. Deaf-Blindness

a. Definition

NAC defines “Deaf-Blindness” to mean concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational problems that they cannot be accommodated in special education programs solely for students who are deaf or students who are blind.

b. Criteria for Determining Eligibility

Nevada regulations do not delineate specific criteria for determining Deaf- Blindness. To be determined eligible for services under the disability of Deaf-Blindness, the student must be eligible to receive services under both Hearing Impairment and Visual Impairment. A student under the age of 6 years can be eligible for the special services and programs under the classification of Deaf-Blindness.

6.3.5. Orthopedic Impairment

a. Definition

NAC defines an “Orthopedic Impairment” to mean a severe impairment that adversely affects the student’s educational performance and which results from:

- congenital anomaly including without limitation, clubfoot and absence of a member;
- a disease, including without limitation, bone tuberculosis and poliomyelitis; or
- any disease including without limitation, cerebral palsy, an amputation and a fracture or burn that caused a contracture.

b. Criteria for Determining Eligibility

Nevada regulations provide that a student is eligible for special services and programs of instruction if the MDT determines that the student suffers from a Severe Orthopedic Impairment which adversely affects the student’s educational performance. To determine whether an Orthopedic Impairment adversely affects educational performance, an analysis must be conducted of the impairment to determine whether the student can function in a regular classroom.

6.3.6. Health Impairment other than Orthopedic Impairment

a. Definition

NAC defines “Health Impairment” to mean an impairment that limits the strength vitality or alertness of the student, including, but not limited to, a heightened alertness to environmental stimuli which results in limited alertness with respect to the educational environment and which:

- is caused by chronic or acute health problems such as asthma, attention deficit disorder or attention deficit hyperactivity disorder, childhood disintegrative disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, Rhett’s disorder, sickle-cell anemia, and Tourette syndrome (this list of specific health conditions is meant to be illustrative, not exhaustive); and

- adversely affects the educational performance of the student.
- b. **Criteria for Determining Eligibility**
A student is eligible for special services and programs of instruction if the MDT concludes that the student has health impairment other than an orthopedic impairment which could reasonably be interpreted as adversely affecting the educational performance of the student. Adversely affecting educational performance may include, without limitation, difficulty concentrating, chronic fatigue and impulsiveness which interfere with the student's ability to be educated.
- c. Some students with attention deficit disorder (ADD) or attention deficit hyperactivity disorder (ADHD) may be eligible for special education and related services by meeting the criteria for Health Impairment, or may be eligible based on meeting the criteria described in this chapter for another type of disability. Those students would be classified as eligible for services under the Health Impairment definition if:
- the ADD or ADHD is determined to be a chronic health problem that results in limited alertness (including heightened alertness to environmental stimuli that results in limited alertness with respect to the educational environment);
 - the ADD or ADHD adversely affects educational performance; and
 - special education and related services are needed to address the ADD or ADHD.

6.3.7. Speech and Language Impairment

- a. **Definition**
NAC defines "Speech and Language Impairment" to mean a disorder relating to language, articulation, fluency, or the use of the voice which:
- is outside the range of acceptable variation in a given environment;
 - is inconsistent with the chronological or mental age of the student; or
 - affects the emotional, social, or educational adjustment of the student.
- b. **Criteria for Determining Eligibility**
Nevada regulations state that a student is eligible for special services and programs of instruction based on a speech and language impairment if the MDT concludes that the student meets the following standards, as applicable:
- that an impairment exists;
 - the student has demonstrated the ability to profit from speech and language therapy; and
 - the student requires a program of instruction, because of the nature or severity of the student's impairment, which is not feasible in the current educational setting because:
 - intensive remedial techniques or strategies, which can only be implemented in a clinical or therapeutic setting, are required to improve communication skills of the student;
 - the nature of the impairment requires that the student receive the services of a speech and language pathologist; or
 - the impairment is of such severity or multiplicity as to require individual or small group management that is available only in a speech and language program. The MDT may find that a student has a Speech and Language Impairment based on a deficit or disorder with respect to:
 - phonology or articulation, as indicated by the presence of three or more of the following conditions:
 - the student has the physiological potential to make the neuromuscular adjustments necessary for oral expression;
 - the student's lack of intelligibility interferes with communicative ability;
 - the student cannot adequately discriminate, initiate, or sequence sound patterns;
 - the student's ability to articulate is significantly less than that which is expected in view of the student's cognitive abilities and level of development; or
 - the deficit or disorder has an adverse social, emotional, or academic effect on the student.
 - use and comprehension of language, as indicated by the presence of two or more of the following conditions:

- the student’s ability to comprehend language is significantly less than that which is expected in view of the cognitive abilities and level of development of the student;
- the student’s pragmatic use of language is inappropriate; or
- the deficit or disorder has an adverse social, emotional, or academic effect on the student.
- fluency of speech, as indicated by the presence of two or more of the following conditions:
 - the student’s speech is observed to be diffluent;
 - the severity of the deficit or disorder is such that it interferes with the student’s communication; or
 - the deficit or disorder has an adverse social, emotional, or academic effect on the student.
- quality, pitch, or intensity of voice, as indicated by the presence of two or more of the following conditions:
 - voice therapy is recommended by a physician or another person certified as a specialist in the identification and treatment of oral, nasal, or laryngeal anomalies;
 - the severity of the deficit or disorder is such that it interferes with the student’s communication; or
 - the deficit or disorder has an adverse social, emotional, or academic effect on the student.
- A student with limited English proficiency is eligible for the special services and programs of instruction on the same basis as other students, if the impairment:
 - manifests itself in the student’s native language and in English; and
 - is not attributable to the phonological system of the student’s native language, or to dialectical differences of articulation and language form between that language and English.
- A student under the age of 6 years can be eligible for special services and programs under the classification of Speech and Language Impairment.

6.3.8. Traumatic Brain Injury

a. Definition

NAC defines “Traumatic Brain Injury” to mean an injury to the brain caused by an external force that results in the total or partial functional disability or psychosocial impairment of a person, or both. Except as otherwise provided in this section, the term applies to any injury to the brain which adversely affects educational performance including, without limitation, injuries affecting a student’s:

- cognitive abilities;
- speech;
- language;
- information processing;
- memory;
- attention;
- reasoning;
- abstract thinking;
- judgment;
- problem solving abilities;
- sensory, perceptual and motor skill abilities;
- psychosocial behavior; and
- physical functions.

The term does not include injuries to the brain that are congenital or degenerative or which are induced by trauma during birth.

b. Criteria for Determining Eligibility

A student is eligible for special services and programs of instruction if the MDT concludes that the student has a traumatic brain injury that adversely affects the student’s educational performance. In making the determination, the eligibility team shall consider, the following, but not limited to::

- medical documentation of the injury;
- the student’s educational performance relative to a normative population;

- the student’s strengths and weaknesses; and if possible, the student’s educational performance before and after the student acquired the injury.

6.3.9. Intellectual Disability

a. Definition

NAC defines the term “Intellectual Disability” as a condition that:

- is characterized by intellectual functioning at a level that is significantly below average, and which exists concurrently with related limitations in two or more of the following adaptive skill areas:
 - communication skills;
 - self-care;
 - home living;
 - social skills;
 - use of the community;
 - self-direction;
 - health and safety;
 - functional academics;
 - leisure; and
 - work;
- manifests before the age of 18 years; and
- adversely affects the educational performance of a student.

b. Criteria for Determining Eligibility

Nevada regulations provide that a student is eligible for special services and programs of instruction based on mild, moderate, severe, or profound Intellectual Disability if the MDT concludes that the student meets the following standards, as applicable:

- Mild Intellectual Disability
 - the measured cognitive abilities, as determined by an acceptable individual standardized test, are at least 2 standard deviations below the mean score for that test;
 - the adaptive skills, in comparison with those members of the student’s chronological peer group, indicates that the student is experiencing difficulty; and
 - the academic achievement is generally consistent with the cognitive abilities and adaptive skills of the student.
- Moderate Intellectual Disability
 - the measured cognitive abilities, as determined by an acceptable individual standardized test, are at least 3 standard deviations below the mean score for that test;
 - the adaptive skills, in comparison with those members of the student’s chronological peer group, indicates that the student has markedly lower capabilities; and
 - the academic achievement and speech and language development is generally consistent with the cognitive abilities and adaptive skills of the student.
- Severe Intellectual Disability
 - the measured cognitive abilities, as determined by an acceptable individual standardized test, are at least 4 standard deviations below the mean score for that test;
 - the adaptive skills, in comparison with those members of the student’s chronological peer group, indicates that the student has extensively lower capabilities; and
 - the developmental functioning of the student is generally consistent with the cognitive abilities and adaptive skills of the student.
- Profound Intellectual Disability
 - the measured cognitive abilities, as determined by an acceptable individual standardized test, are at least 5 standard deviations below the mean score for that test;
 - the adaptive skills, in comparison with those members of the student’s chronological peer group, indicates that the student has extremely limited capabilities; and

- the developmental functioning of the student is generally consistent with the cognitive abilities and adaptive skills of the student.

6.3.10. Emotional Disturbance

a. Definition

NAC defines “Serious Emotional Disturbance” to mean a severe emotional disorder that:

- is exhibited by a person for at least 3 months;
- adversely affects academic performance; and
- includes one or more of the following:
 - an inability to learn which is not caused by an intellectual, sensory or health factor;
 - an inability to engage in or to maintain interpersonal relationships with peers and teachers;
 - inappropriate behavior or feelings;
 - a general and pervasive mood of unhappiness or depression; a physical symptom associated with a personal or academic problem; or
 - the expression of fears regarding personal or academic problems.

b. Criteria for Determining Eligibility

Nevada regulations provide that a student is eligible for special services and programs of instruction based on an emotional disturbance if the MDT concludes that:

- the student exhibits one or more of the characteristics described in section below;
- these characteristics have been evident for at least 3 months;
- the characteristics adversely affect the student’s ability to perform developmental tasks appropriate to the student’s age:
 - within the educational environment, despite the provision of intervention strategies; or
 - in the case of a student under school age, in the home, child care, or preschool setting; and
 - special education support is required to alleviate these adverse effects.

The characteristics listed in Nevada regulation for Emotional Disturbance involve consistent manifestation of any of the following:

- an inability to build or maintain satisfactory interpersonal relationships within the school environment, including:
 - withdrawal or isolation from others; or
 - efforts by the student to obtain negative attention from others through punishment;
 - inappropriate behavior or feelings under normal circumstances, including atypical behavior such as outbursts of anger, crying, or head banging, without apparent cause or reason;
 - a pervasive mood of unhappiness or depression; or
 - fears or a tendency to develop physical symptoms associated with personal or school problems.

Nevada regulations specify that a student is not eligible for special education and programs of instruction solely because of sensory, intellectual, or health factors or the student is socially maladjusted or has a conduct problem. A student who is socially maladjusted or has a conduct problem may not be determined to be eligible for special education services and programs of instruction unless the MDT concludes that the student otherwise meets the eligibility criteria.

6.3.11. Specific Learning Disability

a. Definition

NAC defines “Specific Learning Disability” to mean a disorder in one or more of the basic psychological processes involved in understanding or using spoken or written language which is not primarily the result of a visual, hearing or motor impairment, intellectual disability, serious emotional disturbance, or an environmental, cultural or economic disadvantage. The disorder may manifest itself in an imperfect ability to listen, think, speak, read, write, spell or perform mathematical calculations. The disorder includes, without limitation, such conditions as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia and developmental aphasia.

b. Criteria for Determining Eligibility

Nevada regulations provide that a student is eligible for special services and programs of instruction based on specific learning disabilities if the MDT concludes that:

- The student does not achieve adequately for the student’s age or meet State-approved grade-level standards in one or more of the following areas, when provided with learning experiences and instruction appropriate for the student’s age or State-approved grade-level standards:
 - oral expression;
 - listening comprehension;
 - written expression;
 - basic reading skills;
 - reading fluency skills;
 - reading comprehension;
 - mathematics calculation; or
 - mathematics problem solving;
- The student does not make sufficient progress to meet age or State- approved grade-level standards in one or more of the areas identified in this subsection when using a process based on the student’s response to scientific, research-based intervention; or the student exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, State-approved grade-level standards, or intellectual development, that is determined by the group to be relevant to the identification of a specific learning disability; and
- The findings in this subsection are not primarily the result of:
 - a visual, hearing, or motor disability;
 - intellectual disability;
 - emotional disturbance; cultural factors;
 - environmental or economic disadvantage; or
 - limited English proficiency.
- Interventions implemented in general education classrooms have not remedied any identified underachievement.
- Any identified underachievement or severe discrepancy between achievement and intellectual ability is not correctable without special education services.
- If the charter school determines that student has not made sufficient progress to meet age or State-approved grade level standards in one or more of the areas identified in this subsection when using a process based on the student’s response to scientific, research-based intervention the charter school, being a public agency, must document:
 - the instructional strategies used and the student centered data collected; and
 - that the student’s parents were notified about the charter school’s Special Education Department’s policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided;
 - strategies for increasing the student’s rate of learning; and
 - the parents’ right to request an evaluation to determine whether the student is eligible for special education and related services.
- The MDT must document the determination of eligibility which must contain:
 - a statement as to whether the student has a specific learning disability;
 - the basis for making that determination, including an assurance that the determination has been made in accordance with NAC;
 - a description of the relevant behavior noted during the observation of the student;
 - a statement of the relationship of that behavior to the academic functioning of the student;
 - any educationally relevant medical findings;
- a statement as to whether the student does not achieve adequately for the student’s age or to meet State approved grade-level standards and:

- the student has not made sufficient progress to meet age or State approved standards when using a process based on the student’s response to scientific, research based intervention; or
 - the student exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, State-approved grade level standards or intellectual development.
 - a statement that any identified underachievement or severe discrepancy between achievement and intellectual development is not correctable without special education services;
 - the conclusion of the team concerning the effect upon the student of any visual, hearing, or motor disability; intellectual disability; emotional disturbance; cultural factors; environmental or economic disadvantage; or limited English proficiency on the child’s achievement level; and
 - if the student has participated in a process that assesses the student’s response to scientific, research-based intervention:
 - the instructional strategies used and the student centered data collected; and
 - documentation that the student’s parents were notified about:
 - the charter school’s Department’s policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided;
 - strategies for increasing the student’s rate of learning; and
 - the parents’ right to request an evaluation to determine whether the student is eligible for special education and related services.
 - a certification by each member of the team that the report reflects the member’s conclusions or, if the report does not reflect the conclusions of a member, a minority report of the conclusions of that member.
- Students with ADD or ADHD who are eligible for special education and related services may meet the criteria for “Health Impairment,” “Specific Learning Disability” or “Emotional Disturbance”, depending upon the student’s profile.

6.3.12. Multiple Impairment

a. Definition and Criteria for Determining Eligibility

NAC defines “Multiple Impairments” to mean that a student meets the requirements for eligibility for students with Intellectual Disability and the requirements for eligibility for any additional disabling condition, other than a Specific Learning Disability, Developmental Delay or a Speech and Language Impairment.

6.3.13. Developmental Delay

a. Definition

NAC defines “developmental functioning” to mean cognitive abilities, gross and fine motor skills, self-help, social and emotional condition, and the skill in the use of receptive and expressive language.

b. Criteria for Determining Eligibility

Nevada regulations provide that a student is eligible for special services and programs of instruction based on Developmental Delay (DD) if the Multidisciplinary Team concludes that the student demonstrates a delay of at least two standard deviations in one, or at least one standard deviation in two or more, of the following areas:

- receptive or expressive language;
- cognitive abilities;
- gross or fine motor function;
- self-help;
- social or emotional condition.

c. Termination of Eligibility

A student may no longer be identified with a developmental delay if:

- the student maintains appropriate developmental functioning in all developmental areas for 6 months or more, and the MDT, based on evaluation data, concludes that special education services are no longer necessary; or

- the student reaches age 6. For students who have DD classification and are approaching the age of 6, the charter school should reevaluate to determine whether the student has another disability that would require continuing special education services.

6.4 REPORT OF THE ELIGIBILITY DETERMINATION

6.4.1. Preparation of the Reports

The MDT must document its determination of a student's eligibility or ineligibility for special education services in a written evaluation report and statement of eligibility. All team members must indicate that the evaluation report is an accurate summary of their analysis and conclusions by signing the final report. All evaluation reports must be filed in the student's confidential folder (All students who have been formally evaluated should have a confidential folder developed and maintained at the charter school campus, whether or not the student was found eligible). The MDT must complete a statement of eligibility for each disability formally considered by the team. The parent must be provided a copy of finalized statements of eligibility and evaluation reports on which the determination of the student's eligibility or ineligibility is based. When the eligibility determination is based on the conclusions of the majority of the team, and some members disagree, the team may consider whether to prepare a written report of the minority's conclusion (required for minority conclusions when determining specific learning disability eligibility). A minority report must be attached to the pertinent statement of eligibility in the confidential folder. NOTE: Refer to 5.2 and 5.3.

6.4.2. Content of the MDT Evaluation Report

The evaluation report should discuss the MDT's findings and conclusions regarding whether the student has a specific disability and whether, because of that disability, the student needs special education and related services. The report should discuss the basis for these conclusions, with reference to the definitions, criteria, and required evaluation components for each particular area of disability considered, including those rejected by the team. The report should describe the student's areas of deficit and strengths and the resulting effects on student's learning, functional performance, and academic achievement. An evaluation report must include the reason for referral, required assessments by disability classification, and determination of special education need. The report should specifically recommend any additional evaluations when needed. If no such recommendation is made, the presumption will be that the MDT has concluded that no additional evaluation is required. The report should be written in clear and concise language understandable to the parent and others who may refer to it.

CHAPTER 7 INDIVIDUALIZED EDUCATION PROGRAMS

INTRODUCTION

Once a determination has been made that a student has a disability and needs special education and related services, an Individualized Education Program (IEP) must be developed for the student in accordance with the procedures and standards described in this Chapter. An IEP is a written program designed to provide special education and related services in accordance with the student's disability related needs.

This Chapter describes:

- 7.1 Prior Written Notice
- 7.2 Parental Participation
- 7.3 IEP Meeting Participants
- 7.4 Consent for Initial Provision of Special Education and Related Services
- 7.5 Types of IEPs
- 7.6 IEP Components
- 7.7 Students with disabilities in adult prisons
- 7.8 Conducting an IEP meeting

7.1 PRIOR WRITTEN NOTICES

7.1.1. Parental Prior Notice of District/the charter school Proposal

- a. It is the responsibility of the special education supervisor to reach an agreement with the parent for a mutually agreed upon time for a meeting and provide Prior Written Notice (PWN) to the parent/legal guardian and student if 14 years of age or older.
- b. Beginning when a student reaches age 14, the notice must indicate that proposed action of the meeting is to also plan transition services and a copy of the notice **must** be provided to the student. Additionally, the confidential folder must have copies of the PWN to parents and student.

7.1.2. Proposed Meeting Arrangements

- a. At a reasonable time before a proposed IEP meeting, the Site Administrator or designee must also provide proposed meeting arrangements to the student's parent.
- b. The meeting arrangements should include time, date, location, participants and their positions of the IEP meeting (i.e. Amy Smith, Occupational Therapist)
- c. Beginning at age 14, the student must be invited to attend the meeting and be provided a copy of the meeting arrangements.
- d. The Proposed Meeting Arrangements and the Parental Prior Notice of School Proposals must use understandable language and be provided in the native language or other mode of communication of the parent/guardian and/or student.
- e. A copy of the Proposed Meeting Arrangements and the Parental Prior Notice of School Proposals must be filed in the student's confidential folder and documented in the status record that a copy was given to the parent and the student (14 years or older). See Chapter 3.0 on Prior Notices for additional information and procedures.

7.2 PARENTAL PARTICIPATION

7.2.1. The Site Administrator or designee must take steps to ensure that one or both of the student's parents/legal guardians are present at each IEP meeting or are afforded the opportunity to participate in the development of the student's IEP.

7.2.2. IEP meetings should be scheduled at a mutually agreed upon time and place, and the parent should be notified well enough in advance, 5 to 10 days, of the meeting to ensure that they will have an opportunity to attend. If neither parent can physically attend an IEP meeting, the Site Administrator or designee must use other methods to ensure parent participation (this could include a telephone conference call, videoconference, or other means with the required team members present).

7.2.3. The charter school may proceed with an IEP meeting without a parent in attendance, if and only if, the charter school has detailed records of all required attempts to ensure parent participation as described in 7.2.4. below, unless the parent has expressed a desire to attend, then the school must continue to document attempts to include the parents in the development of their child’s IEP.

7.2.4. All efforts to arrange a mutually agreed upon time and place for the meeting must be documented in the student’s confidential folder, including:

- a. detailed records of telephone calls made or attempted and the results of those calls, (It is the best practice that at least one telephone call is made, and follow-up calls are made if staff is unable to speak with the parent directly over the phone. If parents don’t have a phone, document other methods utilized to contact parent);
- b. copies of correspondence sent to the parent and any responses received; and
- c. detailed records of any visits made to the parent’s home or place of employment and the results of those visits.

7.2.5. The charter school should take whatever action is necessary to ensure that the parent understands the proceedings of the IEP meeting, including arranging for an interpreter for a parent who is hearing impaired or whose native language is other than English. Parent must have a waiver signed when interpreter is required but not utilized.

7.3 IEP MEETING PARTICIPATION

7.3.1. Required participants

The Site Administrator or designee is responsible for ensuring that the IEP Team includes the following required participants:

- a. one or both of the student’s parents/legal guardians;
- b. the charter school representative who acts as the Local Education Agency (LEA) representative and is:
 - qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of students with disabilities;
 - knowledgeable about the general curriculum;
 - knowledgeable about the availability of the charter school resources; and
 - a Site Administrator or designee who has attained an administrator’s and/or Special Education endorsement/license and has the authority to commit the charter school resources and ensure that IEP services will be provided.
- c. at least one General Education Teacher who teaches the student;
 - If the student has more than one teacher, the Site Administrator or designee may designate which teacher(s) will participate.
 - If the student does not currently access general education classes, a general education teacher knowledgeable of the grade level curriculum must attend.
- d. at least one Special Education teacher or provider who is or will be responsible for implementing the IEP; and
 - For example, a student who receives only speech/language services, the speech/language pathologist would serve as the special education teacher.
- e. an individual who can interpret the instructional implications of evaluation results, (who may also be a member of the team as described above other than the parent).

7.3.2. Additional participants who must be invited

- a. In the case of an IEP that includes transition services or considers the student’s transition service needs:

- the student must be invited;
 - **upon parental/legal guardian consent**, a representative of a participating agency that is likely to provide or pay for transition services must be invited if the IEP is to include transition services or to consider the student's transition service needs. A parent can refuse to provide consent for the charter school to invite other agencies that are likely to be responsible for providing or paying for transition services.
- b. In the case of an IEP for a student that has reached the age of majority (age 18), the parent may be invited by the student. If educational rights have been retained by the parent, follow procedures outlined in 7.1.1 – 7.2.5
 - c. In the case of an IEP that includes a related service, the provider must be invited (attendance is not required) if the student's evaluation has identified a need for a particular related service or if a related service is to be discussed as part of the IEP meeting.
 - d. In the case of an initial IEP meeting for a preschool child who previously received early intervention services, the charter school must notify the parent that, upon the parent's request, the charter school will invite the service coordinator or representative of the child's early intervention system to participate in the meeting.
 - e. In the case of an IEP for a student whose parent/legal guardian is deaf or whose native language is other than English, the charter school must take whatever action is necessary to ensure the parent understands the proceedings of the IEP team meeting, including arranging for an interpreter.

7.3.3. Other participants that may be invited

- a. The charter school has the right to invite additional participants who have knowledge or special expertise concerning the student to the IEP meeting. The parent must be provided this information in writing on the Proposed Meeting Arrangements form (i.e. Prior Written Notice form). The school must obtain written permission from the parent prior to the proposed meeting.
- b. If behavioral concerns are going to be discussed, a person who is knowledgeable about positive behavioral supports may be invited. This person may be a special education teacher, school counselor, school psychologist, behavior mentor teacher or special education instructional facilitator.
- c. The parent has the right to bring additional participants to an IEP meeting who have knowledge or special expertise regarding the student. The parent determines the knowledge or special expertise of the additional participants. This may include friends, family members, neighbors, attorneys and advocates. The parent may indicate who they are bringing when responding to the proposed meeting arrangements, however, it is not required.

7.4 CONSENT FOR INITIAL PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES

7.4.1. Consent for the Initial Provision of Services is only obtained after the initial eligibility has been determined in the State of Nevada

- a. Consent for Initial Provision of Services must be obtained before the Initial IEP meeting
- b. Before consent is obtained, the parent must be provided with an explanation of the continuum of services.
- c. The parents must be fully informed of the special education and related services
- d. The charter school may not initiate a due process hearing to provide special education and related services to a student when a parent refuses to consent to initial services. A student whose parent has refused consent for initial services would not be provided special education and related services and would continue to receive general education services.

7.4.2. Revocation of Consent for Special Education and Related Services

- a. The charter school must respond to any parent request for termination of services. A student may only be removed from special education for the following reasons:
 - found not eligible through a reevaluation;
 - graduation with an Option One/Standard diploma;
 - aging out at 22 years old;
 - written revocation of consent by parent and the charter school's issuance of prior notice of revocation of services; or

- the decision of a hearing officer.
- b. If at any time following the initial provision of special education and related services, the parent revokes consent for the continued provision of special education and related services;
- the parent must submit a written request for revocation of consent to the charter school Administration
 - upon receipt of the request from the parents, the charter school Administration will:
 1. send the parent a prior written notice to change the student’s placement, including date of effectivity of termination of specially designed instruction services (the school will continue implementing the student’s IEP until the date services will be discontinued);
 2. notify the school of the date when services will be discontinued;
 3. within ten calendar days from the date of revocation request, the prior written notice is sent to the parent; and
 4. the charter school will document on the status record of the confidential folder the date that services will be discontinued.
 - after services have been terminated through revocation, the school is not required to convene an IEP Team meeting or develop an IEP for further provision of special education and related services;
 - the charter school can initiate a due process hearing or mediation procedures to continue special education and related services for a student when their parent have revoked consent;
 - if at a later date the parent requests that special education services be reinstated, the request will be treated as an initial referral;
 - if the parent requests that the special education records be expunged, Family Educational Rights and Privacy Act (FERPA) procedures for amending records are followed;
 - if the student engages in behavior that may result in a disciplinary change of placement:
 - the student is not entitled to the protections under IDEA;
 - the charter school is deemed not to have knowledge of a suspicion of a disability; and
 - the student will be disciplined as a general education student.
 - the parent consent is for the initial provision of special education and related services generally not for a particular service.
 - a parent cannot revoke one service (e.g. revoke resource services but want the speech/language services).
 - if a parent disagrees with the provision of any particular service, they can pursue their due process rights by requesting a hearing.

7.5 TYPES OF IEPS

Requirements for Prior Written Notice, Parental Participation, and IEP Meeting Participants must be met for all types of IEP meetings.

7.5.1. Initial IEP

- a. Purpose
- An Initial IEP is the first IEP developed following the Initial Eligibility in the state of Nevada and Consent for Initial Provision of Services.
 - In the case of a student that was previously determined eligible and then exited from special education services in Nevada, any new eligibility determination in Nevada would be followed by an Initial IEP.
 - In the case of a student that was previously determined eligible in Nevada and moved to another state or was not in school and then re-enrolled in another Nevada charter school or Nevada county school district with an expired IEP and expired eligibility, see Transfer Flow Chart Chapter 5.0.
- b. Time lines
- An Initial IEP meeting must be convened within 30 calendar days after the date of the eligibility determination. It may be held immediately following the eligibility determination, but no later than 30 calendar days.
 - An Initial IEP must be in effect before special education and related services are provided to the student.
 - An Initial IEP must be in effect by the third birthday if a student is receiving services through an Individualized Family Service Plan (IFSP) and continues to be eligible for services. The Initial IEP team must

consider the student's IFSP. Note: An IFSP is a plan for special services for young children, birth to three years of age, with developmental delays.

c. IEP Development

- **After** Consent for Initial Provision of Special Education and Related Services is signed, an Initial IEP is developed based on current information which may include: educational records, formal and informal assessments, teacher reports and observation data, medical records, interviews with student, parent, and school personnel and any outside information provided by the parent.
- A student whose parent has refused consent for initial services is not provided special education and related services and therefore an IEP does not need to be developed. See Procedural Safeguards Chapter 2.0 for additional information and procedures.

7.5.2. Annual IEP

a. Purpose

- An Annual IEP is the yearly review and revision of the current IEP.

b. Time lines

- After the Initial IEP is developed, the charter school must ensure that the IEP team reviews/ revises the student's IEP periodically, but no less than annually, to determine whether the annual goals are being achieved.
- While the student remains eligible under IDEA, the Annual IEP must be held on or before the one year anniversary of the date of the previous Annual IEP.
- The charter school must ensure that each student with a disability within the school has a current IEP in effect at the beginning of each school year.
- An IEP must be implemented as soon as possible following its development. There can be no unnecessary delay in providing special education and related services to the student.

c. IEP Development

- Prior to the development of the annual IEP, each goal in the current IEP must be reviewed for progress.
- An Annual IEP must be developed based on current information which may include: educational records, formal and informal assessments, teacher and related service provider reports and observation data, medical records, interviews with student, parent, and school personnel and any outside information provided by the parent.
- In the event that the parent cannot, or does not participate in the annual review, the IEP team **must** proceed with the development of the Annual IEP, provided that the parental prior notice requirements have been met.

7.5.3. IEP Review/Revision

a. Purpose

- The IEP Review/Revision is to ensure services continue to be appropriate based on new information and/or the charter school or parental concerns.

b. Time lines

- Any time before the annual review, the parent/legal guardian or the charter school may request to reconvene the IEP team to review and possibly revise the IEP.
- If a parent requests a meeting and the team agrees with the need for a revision, a prior written notice of proposal and meeting arrangement must be provided to the parent.
- If the team disagrees with the need for a revision meeting, a prior written notice of refusal must be provided to the parent. See Prior Notice Chapter 3.0 for additional information and procedures.

c. IEP Development

An IEP review and/or revision may be required, as appropriate, to address the following:

- the results of any evaluation;
- disciplinary actions that result in a disciplinary change of placement;
- lack of expected progress towards the annual goals;
- lack of expected progress in the general education curriculum;

- any proposed placement change;
- information about the student provided to or by the parent; or
- the student’s anticipated needs (supplementary aids/services).
- During the IEP revision, the entire annual IEP does not need to be reviewed. Items discussed are related to the purpose of the meeting as identified in the prior notice and other areas agreed upon by the team.

d. Revision without a Meeting

IDEA allows the parent and the LEA to agree to make changes to an annual IEP without a meeting. The charter school will not implement this provision without supervisor’s approval and written permission from the parents/legal guardians. Note: This is used in rare circumstances.

7.5.4. Interim IEP

a. Purpose

- The purpose of an Interim IEP is to provide appropriate special education services until the charter school either conducts an evaluation and/or develops a new IEP.
- The charter school’s Interim placement procedure is reserved for a transfer student, both in-state and out-of-state, with a current special education eligibility or an expired IEP from other school districts.

b. Timelines

- The transfer student should be enrolled as expeditiously as possible in the charter school.
- An Interim IEP meeting must be scheduled and an interim IEP developed in order to determine the student’s appropriate placement for the interim period.
- The Interim IEP expires in 30 calendar days from the date it was developed. See Evaluation Chapter 5.0 on Transfer Students for additional information and procedures.

c. IEP Development

- An Interim IEP should be developed based on available information which may include: educational records, medical records, and interviews with student, parent, and prior school staff.
- Educational records may be exchanged between school districts without parent consent under FERPA. However, an Authorization for Release of Confidential Information must be signed by a parent to obtain records from outside agencies. If the charter school sends confidential records to another school without parent permission, the charter school must notify parent which confidential records were forwarded and where you sent them. (Best practice would be to send notice as registered receipt to parents and retain in records.)
- The Interim IEP must include all the required components of an IEP as described in section 7.6.
- In developing the Interim IEP, the team may need to rely on a limited amount of information which may not be current. This information will serve as a basis to develop the Interim IEP until the charter school develops a new IEP.
- Within 30 calendar days of the development of the interim IEP, the MDT/IEP team must reconvene to address eligibility and develop a comprehensive IEP.

7.5.5. Temporary Placement

- a. A temporary placement is for a student with a current out of district eligibility and current IEP. The current out of district IEP is implemented to provide comparable special education services until the charter school develops a new IEP. Comparable services means services that are “similar,” or “equivalent” to those described in the student’s IEP from the previous school.
- b. If the charter schools determine that comparable special education services cannot be offered, then the charter school must develop an Interim IEP to provide appropriate special education services until the charter school conducts an evaluation. (see 7.5.4)
- c. The current out of state IEP can be implemented for no longer than 45 school days from the date of enrollment.
- d. The transfer student should be enrolled as expeditiously as possible in the charter school. Educational records may be requested and obtained from out of district school without parental consent, however, under FERPA parents must be notified. An authorization for Release of Confidential information must be signed by a parent to obtain records from outside agencies.

- e. The Site Administrator or designee is responsible for review of the student’s educational records and consults with the parent in order to provide services. The charter school in consultation with the parent must provide the student with a Free Appropriate Public Education by implementing the current out of district or out of state IEP as written or implementing a 30 day interim IEP. If the team implements the out of district IEP with comparable services, the school team MUST convene to address eligibility within 45 school days of placement.
- f. If the parent disagrees with the charter school’s comparability of services, the STAY PUT would not apply because Nevada eligibility has not been determined. The student will be placed in general education. The 45 school day timeline still applies.
- g. If the parent disagrees with providing the student with Special Education services the parent should be provide an explanation and copy of parental rights, specifically revocation procedures.

7.5.6. Homebound IEP

a. Purpose

Homebound is a temporary service for all students who are unable to attend school full time with health issues due to injury or illness. If a student is eligible to receive special education and related services, Homebound becomes an educational placement. Therefore, an IEP revision is written to address a change of placement.

b. Time lines

- A licensed physician completes the referral and provides a treatment plan. The information on the referral must be verified before homebound services can begin. The fact that the student will be or anticipated to be absent for an extended period must be substantiated by a qualified physician who is acting within their authorized scope of practice. For additional information, see Placement Chapter 8.0.
- After the receipt of a completed Homebound referral, the charter school staff initiates a Revision IEP meeting.

c. IEP Development/Meeting

- The charter school is responsible for conducting all events (i.e., homebound revision IEP, annual IEP, three-year reevaluation and the anticipated date of return to school).
- The charter school is responsible for inviting all pertinent/required members of the IEP team and distributing all necessary notifications.
- The Homebound teacher(s) must be included in the IEP meeting.
- During the IEP meeting, the Homebound representative cannot substitute for any IEP required participant (LEA, SET or GET). The Homebound representative will sign the IEP cover page in the area marked “other.”
- The school nurse or school psychologist provides current health/psychological information for the IEP.
- At a minimum, the homebound revision IEP must include: IEP Page One, present levels of performance addressing the student’s current medical condition, specially designed instruction, and placement page. Other pages may be included, if appropriate.
- Instruction is intended to reflect the student’s educational program as outlined in the student’s IEP. The amount of instruction is dependent on several factors: the student’s IEP, the age of the student, the grade of the student, the nature of the defined health issues, the identified schedule of the secondary student, NAC, and other disability related needs. The actual determination of the amount of weekly instructional hours is determined by the IEP team after due consideration of the above factors.
- The Homebound teacher must be provided a copy of the student’s Annual IEP and the Revision IEP indicating the need for Homebound instruction. The assigned Homebound teacher must follow the IEP as written.
- If related services are part of the IEP, the Homebound teacher must confirm with the parent that related services are being provided in the home. The Homebound teacher must contact the charter school Site Administrator or designee if related services have not been initiated.
- The Homebound teacher is responsible for submitting progress reports and grades the student has earned to the charter school Site Administrator. Recording and disseminating the report card to the family is the responsibility of the charter school.

- The charter school must maintain student attendance. Students who return to school after being in a Homebound Placement prior to the end of the semester may require a reduced schedule until the new semester begins. This must be determined by the team and addressed on the accommodations page of the IEP.
 - During any period of Homebound services, the Homebound teacher is responsible for providing all applicable books, materials, and assignments from the student's classroom teacher and/or service providers; reviewing completed assignments with the student; and returning materials to the student's teacher for grading and/or credit. During any provision of Homebound services, an adult (other than the Homebound teacher) aged 21 or older must be present.
 - If the student will continue to be on Homebound placement at the beginning of a new school year and the doctor's orders have expired, a new application must be completed to update the student's condition and the IEP team must determine if the need for Homebound placement continues.
 - Homebound is a placement decision, therefore the IEP team must convene an IEP for placement to Homebound and placement back to the school campus. The IEP may include two placement pages. The first page indicating the Homebound placement and the second page indicating the placement after a physician has released the student and the student no longer requires Homebound.
 - Homebound teacher must hold proper certification/license to provide services outlined in IEP. (See 8.5.2 for additional information)
- e. Private Mental Health Treatment Facilities
- If a parent enrolls a child in a private mental health treatment facility, the IEP will NOT be changed to reflect Homebound placement as the charter school is not providing services.
 - If this student becomes eligible for Homebound services outside the mental health treatment facility, regular Homebound procedures will be followed beginning with the application.

7.5.7. Graduation IEP

- a. Purpose
- A Graduation IEP is only developed for a student who is graduating with an adjusted (Option II) diploma.
- b. Time lines
- A graduation IEP is developed when:
 - A student meets the high school graduation credit requirements (22 1/2 credits) and has not passed the Nevada High School Proficiency/End of Course Examinations; or
 - The IEP team elects to adjust the required areas of study and prescribe an appropriate curriculum.
- c. IEP Development
- The present levels of the graduation IEP should indicate the student may return at any time before their 22nd birthday to receive special education services. A graduation IEP for an Option II diploma is not an exit IEP. Graduation of a student via an Adjusted High School Diploma (Option II) does not automatically end the student's eligibility for special education and related services.
 - The current Annual IEP is in effect if the student returns for educational services before the IEP has expired. If the IEP has expired, there are two choices:
 - a new Annual IEP can be written upon enrollment; or
 - an interim IEP can be written for the student who has been out of school for an extended period of time.
 - Additionally, if the student returns more than three years after their last MDT evaluation, eligibility must be determined before continuing special education services.

7.5.8. Exit IEP

- a. Purpose/Time lines
- An Exit IEP must be developed:
- within 30 calendar days, following a reevaluation meeting which determines the student is no longer eligible for special education;
 - when a student reaches the age of 22 (aging out); or
 - when a student meets regular (Option 1) diploma requirements.

- b. IEP Development
- In the case of an Exit IEP following a reevaluation:
 - present levels must include the results of the reevaluation indicating the student is no longer eligible for special education services; and
 - placement must be changed to indicate the student is no longer receiving special education services.
 - In the case of an Exit IEP for a student aging out or graduating with an Option I Diploma/Regular Diploma, provide:
 1. present levels which indicate why the student is no longer eligible for special education services;
 2. a Summary of Performance must be completed by the IEP team (see appendix for Summary of Performance template); and
 3. include academic and functional performance (which include recommendations on how to assist the student in meeting their postsecondary goals; and
 4. include a team of persons with knowledge or special expertise regarding the student should give input to the creation of the document.
 - Placement is changed to indicate the student is no longer receiving special education services.

7.6 IEP COMPONENTS

An IEP is designed to provide special education and related services for a student with an identified eligibility. The following forms must be completed by the IEP team in accordance with the student's needs.

7.6.1. IEP Information/Page One

The IEP information page:

- a. identifies demographic information;
- b. documents Student's primary language, English language learner code, and primary language spoken at home;
- c. documents the need for an interpreter or other accommodations (if parent is not in attendance, interpreter does not sign as a participant);
- d. identifies eligibility;
- e. identifies meeting information;
- f. identifies IEP team participants (participants should print and sign that they attended the meeting);
- g. documents receipt and explanation of Procedural Safeguards:
 - A copy of the Procedural Safeguards must be reviewed and given to the parents during initial, annual, reevaluation, and manifestation determination meetings or when requested by the parent.
 - If a revision IEP is held during that school year, document the annual date that the Procedural Safeguards were given.
 - Documents that at least one year prior to reaching age 18 the student was informed of their rights under IDEA and advised that these rights will transfer to them at age 18;
 - If the student is 16 at the time an IEP is being developed, and there is no expectation that another IEP will be held prior to the student turning 17, the rights transfer must be discussed when the student is 16, and otherwise it will not be discussed at least one year prior to reaching age 18.
 - Parents whose child participates in the state's alternate assessment may submit an application (Notice of Application to Represent the Educational Interests of a Special Education Student at the Age of Majority) to continue to represent their child's special education interests.
 - This application applies to IDEA educational rights only and is not meant to replace court competency rulings.
 - Use the comments section to note any additional important information, (e.g., that a meeting was conducted via telephone, that a meeting was being held in response to a parental request, or that the parent was not in attendance.)

7.6.2. Present Levels of Academic Achievement and Functional Performance

Present Levels of Academic Achievement and Functional Performance serves as the foundation for the development of goals and benchmarks in the IEP. Data in this section should be collected in a variety of areas and from a variety of sources. Federal law requires the IEP team to consider relevant results of the initial evaluation or most recent evaluation of the student and the academic, developmental and functional needs of the student. For students who are 16 or older, or who will turn 16 when the IEP is in effect, also consider the results of age appropriate transition assessments related to training, education, employment, and independent living skills as appropriate.

- a. The name of the assessments and the date assessed, that provide pertinent information for the development of the IEP should be written in this section. This may include formal or informal methods, norm or criterion referenced tests, classroom observations, student work samples, teacher-made or other achievement tests, recent evaluation results, behavior rating scales, performance data from the regular education teachers, and parental input.
- b. When appropriate, English Language Proficiency scores must be included.
- c. Results corresponding to the assessments conducted should be described to build a profile of the student's current abilities. Grades, attendance and test scores should be utilized in combination with assessments conducted to build an accurate picture of the student's ability.
- d. Functional performance includes self-help, social-emotional, organizational skills and daily living skills as appropriate. A statement of functional performance must be stated even if the student is functioning with age appropriate skills.
- e. Parent input can be noted in this section as "not demonstrated in the school setting," unless the student is performing in a setting that requires parental support. Effect on student's involvement and progress in the general curriculum or, for Early Childhood students, involvement in developmental activities are also noted in Present Levels.
- f. Describe how the student's disability affects his or her involvement and progress in the general curriculum. For early childhood students, focus on the student's involvement in appropriate developmental activities. Information recorded here should relate to the assessment results. In describing the student's current and anticipated level of participation in the general curriculum, consider the following:
 - Do not use "may," use "does or will". Example: John will have difficulty with basic multiplication facts.
 - The regular education teacher(s) MUST BE consulted regarding the student's performance relative to the classroom expectations. The regular education teachers should share information regarding the accommodations, modifications or supports that might be required in order for the student to participate meaningfully in the general curriculum.
 - Requires input from general education teacher on what is taught, how it is taught, what instructional activities students are engaged in and how are the knowledge and skills demonstrated and evaluated.
 - Indicate student's performance as it relates to general education classroom requirements and expectations.
 - Do not include accommodations and placement information.
 - No effect statement is required for summary of most recent MDT results (unless initial)
 - No effect statement for ELL students is required when reporting English acquisition scores as having a Second Language. Being eligible as an ELL student is NOT considered a disability.
 - For each area of deficit, 2 elements must be identified:
 - grade level expectations that the student is not meeting and
 - how the student's deficits impact the student in that area
 - A separate effects statement is required for each deficit area.
Ex. Typical peers are able to _____. Due to XYZ's deficit in (Reading Comprehension), he/ she is unable to _____.

(DO NOT include an accommodation or modification at the end of the sentence.)

7.6.3. Student Strengths/Parent Concerns/Student's Preferences and Interests

- a. Describe student strengths using input from teachers, parents and student (if applicable), and take these strengths into consideration when developing the IEP.
- b. Complete the statement to reflect the parent's concerns as they relate to the student's education. This

information must be considered when determining services.

- c. Information concerning the student’s interests and preferences are required if transition services will be discussed, beginning at age 14 or younger, if appropriate. This information may be collected before the meeting or solicited from the student during the meeting.

7.6.4 Special Factors

The team must consider and address each of the special factors. If the team chooses “Yes” for any of the factors, the team may address this factor in a variety of ways, including goals and benchmarks, a behavior plan, supplementary aids and services, related services, or accommodations and modifications. Each special factor that is marked “Yes” must be reflected in the present levels of performance.

- a. “Behavior impeding learning” – if team selects “Yes”, either a behavior plan in accordance with the five elements of NAC 388.284 must be developed OR the five elements must be included within the IEP and noted on the status record indicating where in the IEP each element is addressed:
1. positive methods to modify the environment of pupils with disabilities to promote adaptive behavior and reduce the occurrence of inappropriate behavior;
 2. methods to teach skills to pupils with disabilities so that the pupils can replace inappropriate behavior with adaptive behavior;
 3. methods to enhance the independence and quality of life of pupils with disabilities;
 4. the use of the least restrictive methods to respond to and reinforce the behavior of pupils with disabilities; and
 5. a process of designing interventions based on the pupil that are focused on promoting appropriate changes in behavior as well as enhancing the overall quality of life for the pupil without the use of aversive or negative means.
- b. “Require assistive technology devices and services” – if team selects “Yes”, team must determine nature and extent of devices and services and address the needs in the IEP.
- c. “Limited English proficiency” – if team selects “Yes”, accommodations proven to be effective for English Language Learners must be listed in the supplementary aids and services section.
- d. “Blind or visually impaired” – if team selects “Yes”, team must evaluate reading and writing needs and provide for instruction in Braille unless deemed not appropriate for the student.
- e. “Deaf or hard of hearing” – if team selects “Yes”, team must consider language and communication needs and address the needs in the IEP.
- f. “Dyslexia and Specific Learning Disability (SLD)” - if team selects “yes”, team must consider instructional approaches and address those chosen in the IEP. (AB341)

7.6.5. Transition Services

Transition services are a coordinated set of activities for a student with a disability that is designed within an outcome-oriented process and promotes the student’s movement from school to postsecondary activities.

- a. Transition services must be based on the individual student’s needs, taking into account the student’s preferences and interests.
- b. The transition statement should relate directly to the student’s goals beyond secondary education, and show how planned studies are linked to these goals.
- c. When completing the transition section of the IEP the team must consider the following:
- diploma option must be declared at age 14 and reviewed annually;
 - beginning at age 14, a short statement that directly quotes what the student wants for the future must be included under “Vision for the Future”;
 - if the student is 14 years of age or older on the day of the IEP, a statement of transition services with regard to the student’s course of study must be completed (standard course of study, functional curriculum, advanced courses, or vocational program);
 - if the student is 16 years of age or older or will reach 16 years of age when the IEP is in effect, the team will describe desired post-secondary goals and coordinated activities. At a minimum, the transition plan must cover, “Training/Education” and “Employment”. “Independent Living Skills” are addressed when

- appropriate. Transition services may be considered earlier if deemed appropriate by the IEP team;
- on or before the student’s 16th birthday, the IEP team must develop a statement of needed transition services, including strategies or activities to work toward the measurable postsecondary goals already identified. The statement must address each type of coordinated activity: instruction, related services, community experiences, the development of employment and other post-school adult living objectives; and if appropriate, acquisition of daily living skills and a functional vocational evaluation; and
 - upon parental consent, a representative of a participating agency must be invited if that agency is likely to be responsible for providing or paying for transition services.

7.6.6. Annual Goals and Benchmarks

The IEP team must develop measurable academic and functional annual goals for the areas of need identified in the present levels. General instructional strategies and methodology are not required to be included in the student’s IEP in order to receive FAPE. The goals and benchmarks indicated in the IEP must enable the student to be involved and make progress in the general education curriculum, or for preschool children, as appropriate, enable participation in developmentally appropriate activities.

- a. All goals must be derived from the present levels of performance.
- b. Significant deficit areas must be addressed by a goal.
- c. Goals must be specific to the student, measurable and attainable in a year’s time. Goals are measurable when they state:
 - direction (increase, maintain, decrease, etc.);
 - area of need (reading, social skills, communication, functional, etc.);
 - level of attainment or success (grade level, accuracy, etc.);
 - how progress will be measured; and
 - setting and staff responsible for implementation.
- d. Postsecondary goals are required for students who are 16 or older or will turn 16 when the IEP is in effect and are designed to assist the student in moving toward the desired postsecondary outcomes.
 - At least one goal must be related to training/education and employment (one goal can be developed for both).
 - The IEP must indicate which goals are written to support postsecondary transition outcomes in training/education, employment or independent living skills.
 - Postsecondary goals for independent living skills are optional and written when appropriate for the student.
 - Postsecondary goals must be based on age appropriate assessments, as described in present levels of academic achievement and functional performance.
 - Postsecondary goals may be considered earlier if deemed appropriate by the IEP team.
- d. Benchmarks are developed to describe the amount of progress the student is expected to make toward the annual goals within specified segments of the year, generally coinciding with reporting periods (first grading period, first semester of school year, etc.).
- e. If the IEP team determines that a student will receive Extended School Year (ESY) services, the applicable boxes must be checked to indicate the goals that will be addressed during ESY. The charter school will be responsible for providing this service if they offer this service at the time of the IEP.

7.6.7. Specially Designed Instruction

- a. All areas of Specially Designed Instruction (SDI) must be addressed by a goal and reflected in present levels.
- b. SDI must be written to reflect deficit areas (such as reading, math, written expression, behavior or communication). SDI does not address course subjects such as history, science, geography, etc. If for example, a student needs services in these areas, SDI needs to be written as reading in the content area of history. SDI is NOT a class schedule.
- c. “Direct” services mean services provided to the student from a special education teacher/related services provider or an assistant under the direction of a special education teacher or provider.
- d. “Consult” services mean services provided to other staff members regarding the student.

- e. "Assess" can be added to indicate an assessment for Adapted Physical Education services, Hearing Impaired services, and Vision services.
- f. State the projected date for the beginning and ending of the services.
- g. State the anticipated frequency and location of services.

7.6.8. Related Services

- a. Related services are supportive services that are required for the student with a disability to benefit from special education. Recommendations made by the related services personnel should be used to guide IEP team discussions.
 - Referrals for any related services, except transportation, are generated by the IEP team. The IEP team should consult with the related services provider to determine the appropriateness of the referral.
 - Related Services assessments require prior written notice (PWN) and permission (consent) to evaluate.
- b. The time line for the completion of related service assessment, reconvening of the IEP team for the review of the report, and consideration of the recommendations regarding services is 45 school days.
 - Related Services may include:
 - Speech/Language Therapy;
 - Physical Therapy;
 - Occupational Therapy;
 - Counseling;
 - Psychological Services;
 - Orientation and Mobility;
 - Audiology (does not include a medical device that is surgically implanted, the optimization of that device's functioning, and maintenance of that device or replacement of that device);
 - School Health Services and School Nurse Services;
 - Medical Services for diagnostic or evaluation purposes;
 - Recreation, including therapeutic recreation;
 - Parent Counseling and Training;
 - Interpreting Services;
 - Social work Services; and
 - Transportation: this a related service that is provided for a student with a disability as a related need. The charter school must develop a mutual agreement to provide transportation services.
 - "Direct" services are services provided to the student from a special education teacher/related services provider or an assistant under the direct supervision of a special education teacher. Instruction can be provided in a group or individually.
 - "Consult" services are services provided to other staff members service personnel may include observing the progress of the student in various educational environments.
 - "Assess" means that the team has agreed that an assessment is required. Permission to evaluate must be completed.
- c. State the projected date for the beginning and ending of the services.
- d. State the anticipated frequency and location of services.

7.6.9 Method for Reporting Progress

- a. The IEP team determines how the student's parent will be regularly informed of the student's progress toward the annual goals
- b. At a minimum, an "IEP Goals Page(s)" must be indicated in the IEP.
- c. Progress reports must be completed and a copy must be given to parent and a copy filed in the confidential folder for each reporting period.
- d. Document that the progress report was provided to the parent in the status record.
- e. Early Childhood Special Education (ECSE) Six-Month Review is required for special education students under the age of six. This review is conducted with the parent at least every six calendar months from the initial IEP and six months from each annual review.

- The purpose of this review is to:
- Provide updated information to the parent;
- Measure the extent of student progress; and developmentally appropriate performance in all of the early childhood domains for six months or more.
- Prior to the Six-Month Review meeting, the teacher of record reviews all data and if there is data to support that developmentally appropriate functioning in all domains has been maintained for six or more months, an IEP meeting must be scheduled, adhering to SPCSA procedures for notification of a formal IEP meeting.
- The data collected from a variety of sources may include the Brigance of Early Childhood Development, Creative Curriculum, Speech and Language session notes and assessments, portfolio of student work, parental input, and ongoing data collection. This information must be documented on IEP Progress Report.
- The review must include input from related service providers who are providing services to the student.
- This Six-Month Review does NOT require convening an IEP, unless changes will be made to the IEP. If changes are needed, then the charter school procedures must be followed for an IEP.

7.6.10. Accommodations and Modifications/Supplementary Aids and Services

- a. Identify supports provided to enable the student to advance appropriately toward attaining the annual goals, be involved in and make progress in the general education curriculum, and to participate in extracurricular and other nonacademic activities.
- b. Identify adaptive equipment needs without specifying the equipment.
- c. Reference current behavior plans and health plans.
- d. Include English Language Learner (ELL) strategies that will meet the language needs of the student if the student demonstrates limited English proficiency as indicated by Special Factors.
- e. State the projected beginning and ending dates for services.
- f. State the frequency of services indicating the specific circumstance(s) or condition(s) in which the accommodation and/or modification will be utilized.
- g. State the location where the accommodation and/or modification will be implemented.

7.6.11. Participation in State-wide and School-wide Assessment Accommodations

- a. Indicate how the student will participate in state-wide or school-wide assessments.
- b. If the team discusses an alternate assessment, the following criteria must be indicated:
 - The student must meet all six criteria on the Nevada Alternative Assessment (NAA) participation form.
 - A statement of why the student cannot participate in a particular general assessment, even with appropriate modifications or accommodations.
 - A statement of why the particular alternate assessment selected is appropriate for the student.
- c. Non-enrolled adult students – if a student had an IEP in high school and is requesting to test as an adult with accommodations, the following criteria apply:
 - The student must have a statement of eligibility that is less than 3 years old.
 - The student must be under 22 years of age
 - The student must have a current IEP listing the testing accommodations
 - A student who has earned an adjusted diploma may return and take the High School Proficiency Exam.
- d. The State approved accommodation form must be used and completed for each student at the annual review. Any accommodation not specifically listed on the form must be approved individually by the Nevada Department of Education to assure a valid administration of the test.

7.6.12. Activities Eligibility

- a. The IEP team determines the student's participation in extracurricular activities
- b. If an IEP team recommends an exception to the rules of the Nevada Interscholastic Activities Association (NIAA) the parent must contact the NIAA requesting the exception.

7.6.13. Extended School Year (ESY) Determination

- a. ESY services must be provided only if the student's IEP team determines, on an individual basis, that services are necessary for the provision of a free appropriate public education to the student. The need is based upon guidelines established for ESY, in the areas of regression/recoupment or a critical learning period. The IEP team needs to base their ESY decisions on the data collected. The team may not limit extended school year services to a particular category of disability or unilaterally limit the type, amount or duration of those services.
- b. ESY services must be addressed at every annual IEP
- c. If the ESY decision is deferred to a later date, the team must hold an IEP Review/Revision on or before the deferred date to discuss the data collected and make an ESY determination.
- d. The charter school is required to support Extended School Year (ESY) when they offer ESY and/or a student requires it.

7.6.14. Placement Considerations

An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular education environment including academic classes, nonacademic settings, and extra-curricular activities must be discussed.

- a. Each placement must be reviewed and considered until a choice is made by the team. All placements discussed must either be rejected or accepted (If considering a change of placement see Chapter 8.0).
- b. The IEP team determines the placement not the specific site location.

7.6.15. Justification Statement

A justification statement is provided only when a student is removed from the regular education environment. Special classes, separate schooling, or other removal of students with disabilities from the regular education environment can only occur if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

- a. The IEP team must explain why the student's IEP cannot be implemented in the regular education environment with the use of supplementary aids and services.
- b. A student with a disability may not be removed from education in age appropriate regular classrooms solely because of modifications in the general curriculum.
- c. Justification statements must be individualized and related to each student's particular needs.
- d. In selecting the least restrictive environment, consideration must be given to any potential harmful effects on the student or on the quality of service that the student needs.

7.6.16. IEP Implementation

- a. If the parent agrees with the IEP, the Intent to implement must be completed and given to the parent along with the copy of the IEP. The implementation date is as soon as possible, but no later than ten (10) calendar days.
- b. If the parent does not participate in the IEP meeting, marks disagree, or declines to select an option, the Intent to implement must be completed and sent to the parent along with a copy of the IEP. The implementation date is ten (10) calendar days from the date of the completion of the IEP. See Chapter 3.3.4 for more information on Notice to Implement IEP.
- c. If the parent participated via telephone, the IEP Intent to implement must be completed and sent to the parent along with a copy of the IEP. The implementation date is determined by the parent's agreement or disagreement with the IEP.

7.6.17. Consensus

Decisions in special education that pertain to identification, evaluation, placement, or provision of FAPE, must be made by the team as a matter of consensus or general agreement among involved parties. The charter school has the ultimate responsibility to ensure that the IEP includes the services the student needs in order to receive a free appropriate public education (FAPE). For special education decision-making, the following sequential priorities have been established to assist teams in achieving consensus.

- a. Unanimous Agreement – All participating parties, including parents and their representatives agree on major decisions pertaining to identification, evaluation, placement, or provision of FAPE. When unanimous agreement is NOT achieved, then:
- b. Consensus among School Members – All participating charter school personnel excluding the parents and their representatives reach general agreement. When consensus among all participating charter school personnel is NOT achieved, then:
- c. Consensus among School Required Members – All required charter school personnel excluding other participating charter school members, parents and their representatives reach agreement. When consensus among all required charter school personnel is NOT achieved, then:
- d. Lack of Consensus – In the absence of a final decision by the charter school’s required members of the IEP team, the team must consider and determine the following factors: a) was there sufficient discussion among team members over outstanding disagreements, and b) is there enough information available to render a decision. Considering these factors, the team has two options:
 - Reschedule the meeting to provide thorough discussions on disagreed upon issues and/or gather more information, or
 - The LEA makes the final decision during the IEP meeting when the consensus building and problem solving options appear to be exhausted.

7.6.18. Tape recording

A parent request to record an IEP meeting may be permissible under certain circumstances.

- a. Any parent making a request to record must do so prior to the meeting, and all participants in the IEP meeting must agree to the recording. The IEP team can reconvene at another agreed upon time and place if either the parents/legal guardians and/or school is not prepared to record the meeting.
- b. In instances where the parent with a disability is requesting the recording to understand the proceeding, the request must be honored by the school staff. The charter school must make arrangements to record the meeting and the charter school’s recording becomes the official copy.
- c. It is the charter school’s responsibility to record the meeting and provide a copy to the parent.
- d. A copy of the recording must be maintained in the student’s confidential folder.

7.6.19. Advocates or attorneys present at meetings

- a. At the discretion of the parent or the charter school, both parties have the right to bring to the IEP meeting individuals who have knowledge of the child and/or the IEP meeting process, or special advocate or attorney. The primary role of the advocate or attorney is to advise and assist the parent in taking an active and participatory role in the meetings. Their role may also include:
 - assuring that the parents receive and are cognizant of their procedural safeguards;
 - providing explanation/clarification as necessary to understand the process;
 - helping parents articulate their concerns;
 - offering positive and proactive suggestions to assist the timely completion and appropriate development of the IEP, and
 - participate as part of the IEP team if they have “specialized knowledge” of the student.
- b. The parent has the right to representation at the meeting and ideally would notify the charter school that they are bringing a representative, however, this is not required.
- c. Before the school can discuss a student with an advocate/attorney when the parent is not present, the school must obtain a written release of information signed by the parent.
- d. Advocates or attorneys are not permitted to direct or take over an IEP meeting, or require the charter school staff to do or refrain from doing a specific act. The charter school is charged under Nevada Administrative Code (NAC) and IDEA with the responsibility of facilitating IEP meetings, as well as ensuring that the parent has had an adequate opportunity to participate as an equal member of the team. Only the parent can authorize or reject services under NAC and IDEA.

7.6.20. Copies of IEPs

- a. Access to a copy of the IEP must be provided to each regular education teacher, special education teacher, and related service provider who will be working with the student.
- b. If the charter school develops a DRAFT IEP prior to the IEP meeting, the charter school should make it clear to the parents at the outset of the meeting that the services proposed by the charter school are preliminary recommendations for review and discussion with the parents. The charter school should provide the parents with a copy of the DRAFT proposal prior to the meeting, so as to give the parents an opportunity to review the recommendation of the team and be better able to engage in a full discussion of the proposals for the IEP. It is not permissible for the team to have a final IEP completed before the IEP meeting begins.

7.6.21. Time Frames

An IEP must be implemented immediately following its development. An IEP should never contain breaks in service delivery.

CHAPTER 8 PLACEMENT

INTRODUCTION

After a student’s IEP has been developed, their educational placement which includes programs and services must be determined by the IEP team. That level of placement occurs along the continuum of placements available for students with disabilities. Often confused, but not interchangeable, is the term “location”. “Location” refers to the physical setting, such as the specific classroom or facility where a student’s IEP will be implemented.

This chapter describes:

- 8.1 Placement Process
- 8.2 Least Restrictive Environment
- 8.3 Individualized Placement
- 8.4 Continuum of Placement Decisions
- 8.5 Special Considerations for Certain Types of Placements

8.1 PLACEMENT PROCESS

8.1.1 Time Frames

- a. The student’s placement must be determined at least annually.
- b. If there are placement concerns prior to the annual review date, the parent/legal guardian or
- c. the charter school may request to reconvene the IEP team to review and revise the IEP. An IEP must be implemented as soon as possible following its development. There can be no unreasonable or arbitrary delay in providing special education and related services to the student.

8.1.2. Determination by IEP Team

- a. The student’s educational placement must be determined by a group of persons, including the parent, and other persons who are knowledgeable about:
 - the student;
 - the meaning of the evaluation data; and
- b. The placement options. The IEP team determines the student’s placement. When the student requires a level of placement which is not available at the charter school, the school will contact a representative from the student’s county school district of residence, and together they will determine the location of placement once the IEP team has determined the appropriate placement.

8.1.3. Change of Placement

- a. If at any time the charter school proposes or refuses to change the student’s educational placement, in response to a parent request, the parent must receive prior written notice, as described in Chapter 3.0 Prior Notice.
- b. A revision IEP is required when:
 - the charter school personnel or a student’s parent believe that the student’s placement may be inappropriate; or
 - a significant change in the student’s placement is being considered by the school.

8.2 LEAST RESTRICTIVE ENVIRONMENT

8.2.1. The Least Restrictive Environment (LRE) standard requires the charter school to ensure that, to the maximum extent appropriate, students with disabilities

- a. are educated with students who are not disabled; and
- b. that special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only when the nature or severity of the disability of a student is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

8.2.2. The LRE standard requires the charter school to ensure that students with disabilities participate with non-disabled students in non-academic and extracurricular services and activities to the maximum extent appropriate. Such activities may include: meals, recess periods, counseling services, athletics, transportation, health services, recreational activities, special interest groups, field trips, assemblies, clubs sponsored by the charter school, and employment opportunities. LRE requirements apply to both eligible school age students and preschool children.

8.2.3. Special education is not a “place,” but rather a set of services delineated in the student’s IEP. The LRE provision of the IDEA emphasizes services rather than the placement.

8.3 INDIVIDUALIZED PLACEMENT

8.3.1. The content of the student’s IEP determines placement, rather than the placement determining the content of the IEP.

8.3.2. The placement decision must be individualized and based on the student’s IEP.

8.3.3. Placement, not location, is determined by the IEP team.

8.3.4. Eligibility, administrative convenience, the availability of educational or related services, or the availability of space does not determine placement.

8.3.5. Retention is not an IEP team decision. Retention is governed by the charter school administration regulation and state law.

8.4 CONTINUUM OF PLACEMENT DECISIONS

8.4.1. The charter school is required to ensure that a variety of placement options is available to meet the needs of students with disabilities for special education and related services. The continuum must provide for supplementary services (such as resource room or itinerant instruction) in conjunction with placement in a regular education class. The continuum includes, as appropriate, instruction in:

- a. regular education classes;
- b. regular education classes with resource room;
- c. self-contained programs;
- d. community-based programs;
- e. home instruction;
- f. hospitals or institutions.
- g. Working with County School Districts to obtain and utilize their resources, the charter school can further discuss special classes and special schools as an option for appropriate instruction.

8.4.2. The continuum of placement options for a child in early childhood special education may include, as appropriate:

- a. an integrated or specialized center-based program (i.e., a program in which a group of children receives services at a central location) in a regular or special school;
- b. a home-based program;
- c. an itinerant consultant working with a community-based facility; or
- d. the instruction of the child in a hospital or institution.

8.5 SPECIAL CONSIDERATIONS FOR CERTAIN TYPES OF PLACEMENTS

8.5.1. Disciplinary Placements

Under certain circumstances involving discipline, the charter school staff may remove a student with a disability from their current educational placement to an appropriate interim alternative educational setting, another setting, or suspension, including a suspension for more than 10 school days. For a description of these circumstances, see Chapter 9.0. The charter school is responsible for identifying or developing an alternative educational placement including, but not limited to, contracted or inter-local agreement between another charter school or the county school district. The originating charter school is responsible for cost of placement.

8.5.2. Homebound and Hospital Placements

Nevada Administrative Code (NRS 387.286)

1. A pupil who has an illness or a disability which dictates that the requirement of compulsory attendance be fulfilled by individual instruction at home or in a medical facility under the supervision of a licensed teacher employed by the school district shall be deemed enrolled within that district if he or she is scheduled to receive at least 5 hours of instruction per week directly from the supervising teacher in the form of individual tutoring. The tutoring may be conducted by means of electronic telecommunication.
2. Each hour of teaching devoted to the individual instruction of the pupil is equivalent to a full day of attendance. More than 1 day of attendance may be accumulated during a single instructional session of more than 1 hour, but the number of days of attendance reported for the pupil for that school year may not exceed the number of school days in session during that school year.
3. A pupil with a disability receiving instruction pursuant to this section must receive the type and duration of instruction specified in the pupil's individualized education program, and all reporting of enrollment and attendance must be based upon the requirements of that program.
4. The pupil may be reported monthly as enrolled and in attendance at the school he or she would normally attend, or a separate monthly report may be submitted, marked "Individual Tutoring at Home or in a Medical Facility."

Nevada Administrative Code (NRS 392.50) states that attendance excused for physical or mental condition; excused child with disability qualifies for free appropriate public education.

1. A child must be excused from attendance required by the provisions of NRS 392.040 when satisfactory written evidence is presented to the board of trustees of the school district in which the child resides that the child's physical or mental condition is such as to prevent or render inadvisable the child's attendance at school or his or her application to study.
2. A certificate in writing from any qualified physician acting within his or her authorized scope of practice, filed with the board of trustees immediately after its receipt, stating that the child is not able to attend school or that the child's attendance is inadvisable must be taken as satisfactory evidence by the board of trustees.

Homebound instruction may be appropriate for a limited number of students, such as students who are medically fragile and are not able to participate in a school setting with other students. However, a medically fragile student may benefit educationally and socially from a general education classroom placement where they be provided with medically-related services that would permit such a placement. Homebound is not an appropriate placement consideration or an acceptable alternative when a due process hearing or disciplinary action is pending.

- a. Homebound Services for Students receiving Special Education are for students with an IEP who are unable to attend classes due to physical or mental illness where confinement in a hospital or in the home is expected to meet the definition of chronically absent (10% of days in attendance).

Homebound services are:

- intended to be a temporary service; and
- the responsibility of the student's attending school.

Homebound instruction is provided:

- in the home, by a one-on-one Homebound instructor;
- by referring school staff; and
- is the responsibility of the charter school.

Homebound instruction is one of the most restrictive educational placements offered by the charter school. Every effort must be made to maintain instruction in the school setting before identifying a Homebound placement. It is the responsibility of the charter school to explore all lesser restrictive options. Such options may include, but are not limited to, a shortened school day and Supplemental Home Services. If a parent enrolls a child in a private mental health treatment facility, the IEP will NOT be changed to reflect homebound placement as the charter school is not providing services. If this student becomes available for homebound services outside the mental health treatment facility, regular homebound procedures will be followed beginning with the application.

Placement of students in Homebound education is initiated by the parent who obtains a Homebound application/referral directly from the charter school when it is determined that a student is unable to attend school due to injury or illness. If the charter school personnel receive notice that it is anticipated that the student will be absent from school for an extended period of time days for medical reasons, that person should contact the School Nurse (if the medical reason involves physical illness) or School Psychologist (if the medical reason involves mental or emotional illness or substance abuse problems). The fact that the student will be, or is anticipated to be, for an extended period of time days for medical reasons must be substantiated by a qualified physician who is acting within their authorized scope of practice.

b. Application/Referral

- The application/referral is a four-part form requiring completion by the parent, physician, counselor and/or the school nurse and/or the school psychologist.
- Anticipated confinement duration must be specified (e.g., six weeks, one month). A non-specific period of time (e.g., lifetime, 99 years, to be determined) is not acceptable.
- A description of the student's disability is required. In the case of a student with a psychological diagnosis, a copy of the psychiatrist's/attending physician's Treatment Plan and a copy of the therapist's Treatment Plan is also required. In addition, a copy of the school team's transition plan (i.e., a plan to return the student to school, with a timeline, procedures, activities, and responsible school personnel who will participate and be responsible for initiating and monitoring the plan) is required.
- If an extension of Homebound Services is needed, another application must be submitted or, in exceptional cases, a physician's memo or letter may be offered as an extension of the original application if it is within the same school semester. The extension must also identify a specific ending date.
- The application/referral must be completed by all four parties and then faxed or emailed to the charter school. A copy must be maintained at the school in the student's confidential folder.
- Homebound Service is considered a placement change for students receiving special education services and must be determined during an IEP meeting. An IEP Revision meeting must be convened by the student's school of attendance prior to initiation and termination of Homebound Service.
- Within one week of receiving the necessary paperwork, the school will notify appropriate school staff of the status of the referral and/or the Homebound Instruction effective start date. (See 7.5.6 for additional information)

CHAPTER 9 DISCIPLINE

INTRODUCTION

The charter school is obligated to provide a free appropriate public education (FAPE) to all eligible students with disabilities, including students who have been suspended or expelled, and is prohibited from applying its disciplinary policies in a manner that discriminates against students with disabilities. Certain procedures apply for placement of a student in an interim alternative educational setting in connection with disciplinary action against the student.

“School day” is defined as any day, including a partial day that students are in attendance at school for instructional purposes.

This chapter discusses the requirements for disciplinary actions for a student with a disability:

- 9.1 Short-Term Disciplinary Action
- 9.2 Disciplinary Change of Placement
- 9.3 Long-Term Disciplinary Removal
- 9.4 Manifestation Determination
- 9.5 Request for Hearing
- 9.6 Protections for Students Not Yet Eligible for Special Education
- 9.7 Referral to Law Enforcement Agencies
- 9.8 Disciplinary Information in a Student’s Record

9.1 SHORT-TERM DISCIPLINARY ACTION

Short-term disciplinary removal for students with disabilities refers to a student’s removal from instruction for less than 10 cumulative or 10 consecutive days in a given school year. This includes suspensions and Required Parent Conferences (RPC).

9.1.1. Educational Services

- a. Educational services are not required if removal is for a total of 10 school days or less in a given school year and if services are not provided to students without disabilities who have been similarly removed.
- b. Behavior plans may need to include:
 - review and/or revision of an existing behavioral intervention plan (BIP); and/or
 - functional behavioral assessment if there is no existing behavior plan.
- c. Any break in IEP mandated services equals removal. In-school suspension (ISS) would not be considered as part of the days of suspension as long as the student:
 - participates in the general education curriculum (ISS is considered a general education environment); and
 - continues to receive the services and make progress toward meeting the goals in the student’s IEP.
- d. If a student is removed from his or her current educational placement for more than **a total of 10 school days** in a school year, even if these removals do not constitute a change in placement, school personnel must arrange to provide the student educational services to:
 - the extent necessary to enable the student to appropriately progress in the general education curriculum; and
 - appropriately advance toward achieving the goals set forth in the student’s IEP.

9.2 DISCIPLINARY CHANGE OF PLACEMENT

Although the charter school personnel must take certain steps in connection with disciplinary action against a student who has or may have a disability, the most significant procedural protections with respect to disciplinary actions against a student with a disability are triggered when the action constitutes a change in the student’s educational placement.

9.2.1. A disciplinary change of placement occurs when a student with a disability is removed from their current educational placement for more than 10 consecutive school days in a school year; or in a series of removals that constitute a pattern when:

- a. the series of removals totals more than 10 cumulative school days in a given year;
- b. the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and
- c. such additional factors as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another.

9.2.2. For any disciplinary actions that total less than 10 school days in a given school year, the charter school is not required to take any action. If the charter school personnel have questions regarding whether a series of disciplinary actions may constitute a change in placement, they should consult the charter school Site Administrator.

9.3 LONG-TERM DISCIPLINARY ACTION CONSTITUTES A CHANGE IN PLACEMENT

Long-term disciplinary removal for students with disabilities refers to a student's removal from instruction for 10 or more consecutive school days in a given school year. This removal constitutes a change of placement. The parent has the right to have a manifestation determination review, to determine relatedness of the student's behavior to the disability, when the student's school recommends removal of the student from the current educational placement to an interim alternative educational placement for more than 10 school days for violating school disciplinary rules.

9.3.1. Procedural Safeguards

- a. Procedural Safeguards must be provided to parents when the school proposes a removal that will result in a disciplinary change of placement.
- b. The date on which the decision is made to make a removal that constitutes a change of placement of a student with a disability, the Site Administrator, school board, or designee must notify the parent of that decision and provide the parent with procedural safeguards notice and the charter school's appeal process.

9.3.2. Educational Services (Alternative Instructional Arrangements, AIA)

- a. If a student is removed from their current educational placement for more than a total of 10 school days in a school year, the Site Administrator must ensure that services are provided to the student with disabilities on the 11th day of total removals.
 - b. These services must be provided to the extent necessary to:
 - enable the student to appropriately progress in the general curriculum;
 - appropriately advance toward achieving the goals set out in the student's IEP; and
 - receive, as appropriate, a functional behavioral assessment (FBA) and behavioral intervention services and modifications that are designed to address the behavior so that it does not reoccur.
- Note: Alternative Educational Placement

9.4 MANIFESTATION DETERMINATION

A manifestation determination meeting must be convened immediately, but no later than 10 school days after the date on which a disciplinary change of placement decision is made. Note: As of the 11th school day of suspension, alternative instructional arrangements must be provided while waiting to convene a manifestation determination meeting.

9.4.1. Procedure

- a. The Site Administrator meets with parent to inform them of the recommendation for a long-term removal and to provide procedural safeguards.
- b. The site administration must notify special education staff so that a manifestation determination/IEP meeting can be scheduled.

- c. Appropriate prior written notice must be provided to the parent indicating disciplinary action.

9.4.2. Participants:

- a. LEA;
- b. Parent; and
- c. Relevant members of the IEP team (as determined by the parent and LEA).

9.4.3. The school is required to proceed with the Manifestation Determination (MD) meeting in a timely manner. If the parent is unavailable to attend within the 10-day timeframe, the manifestation determination meeting can be convened without the parent.

- a. If a MD has occurred without the parent, an Intent to Implement must be completed and sent to the parent as described in Chapter 3.0.
- b. If the parent disagrees with the MD, an Intent to Implement must be completed and sent to the parent.
- c. The MD review may be conducted by the IEP Team at the same meeting at which it develops or revises a BIP and appropriate behavioral interventions.

9.4.4. Manifestation Determination Meeting

When conducting a manifestation determination meeting, the IEP Team must review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parent to determine:

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

Based on this information, the IEP Team must determine whether the student's behavior that is subject to the disciplinary action is a manifestation of their disability. If the LEA, parent and relevant members of the IEP team determine that a student's misconduct was caused by or had a direct and substantial relationship to the student's disability, or a direct result of the District's failure to implement the student's IEP, the conduct shall be determined to be a manifestation of the student's disability.

9.4.5. If the IEP Team determines that the behavior was not a manifestation of the student's disability:

- a. the student is subject to the same disciplinary action as nondisabled peers;
- b. after the 10th day of removal, students with disabilities must continue to receive educational services; and
- c. the parent may request an expedited due process hearing.

9.4.6. If the IEP team determines that the behavior was a manifestation of the student's disability, the team must either:

- a. conduct a functional behavioral assessment (FBA) unless the LEA had conducted a FBA before the behavior that resulted in a change of placement occurred, and implement a behavioral intervention plan (BIP); or
- b. if a BIP had been developed, review the BIP, and modify it, as necessary, to address the behavior.

In addition, the IEP Team should complete the Functional Behavioral Assessment worksheet, the Behavior Plan Worksheet, and all relevant sections of the IEP, as appropriate. The IEP Team may also want to consider if the student needs a reevaluation. Except as provided in section 9.4.7., **the school may not** impose disciplinary action and must return the student to the placement from which the student was removed, unless the IEP team agree to a disciplinary change of placement.

9.4.7. Special Circumstances

The charter school may discuss removal of a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, in cases where a student:

- a. carried a weapon to school or to a school function under the jurisdiction of the charter school; or
 - The term weapon means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2½ inches in length.
- b. knowingly possessed or used illegal drugs or sold or solicited the sale of a controlled substance while at school or at a school function under the jurisdiction of the charter school; or
 - An illegal drug means a controlled substance, but does not include a substance that the student legally possesses or uses under the supervision of a licensed health-care professional, or that is legally possessed or used under federal law.
- c. had inflicted serious bodily injury upon another person while at school or at a school function under the jurisdiction of the charter school.
 - Serious bodily injury is an injury involving **substantial** risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of function of a bodily member, organ or mental faculty.

For questions regarding special circumstances, contact the charter school site administrator for assistance.

9.5 REQUESTS FOR A HEARING

9.5.1. A parent may request a due process hearing when they disagree with any decision regarding disciplinary placement or the manifestation determination.

9.5.2. Following a request from the charter school, the LEA may request a due process hearing when they believe that maintaining the current placement of the student is substantially likely to injure the student or others.

9.5.3. The hearing officer may order a disciplinary change of placement which may include:

- a. returning the student with a disability to the placement from which they were removed; or
- b. ordering a change in placement to an interim alternative educational setting for no more than 45 school days if the hearing officer determines that maintaining the current placement of the student is substantially likely to result in injury to the child or others.

9.5.4. The Nevada Department of Education (NV DOE) who is the State Education Agency (SEA) is required to arrange for an expedited hearing that must occur within 20 school days from the date that the request is made. The hearing officer must render a decision within ten school days after the hearing.

9.5.5. Stay Put Requirements

The student is to remain in the educational setting pending the decision of the hearing officer or until the time period of the disciplinary infraction ends.

9.6 PROTECTIONS FOR STUDENTS WHO ARE NOT YET ELIGIBLE FOR SPECIAL EDUCATION AND RELATED SERVICES

9.6.1. In some circumstances, a student who has not yet been determined to be eligible as a student with a disability may be entitled to procedural protections. If there was a suspicion of a disability prior to the behavior infraction and recommendation of an alternative placement, discipline must cease and an expedited evaluation must occur unless the

infraction involved weapons, drugs or serious bodily harm. The LEA is deemed to have knowledge that a student is a student with a disability if, before the behavior that precipitated the disciplinary action occurred:

- a. the parent of the student had expressed concern in writing to supervisory or administrative personnel of the appropriate educational agency, or a teacher of the student, that the student is in need of special education and related services;
- b. the parent of the student has requested an evaluation of the student; the teacher of the student, or other personnel of the LEA, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the Site Administrator of the school.

9.6.2. Exception: The LEA is deemed not to have knowledge that a student is a student with a disability if the parent of the student has not allowed an evaluation, has refused or revoked services, or the student has been evaluated, and it was determined that the student was not a student with a disability.

9.7 REFERRAL TO LAW ENFORCEMENT AUTHORITIES

The protections described in this Chapter do not prevent school personnel from reporting a crime committed by a student with a disability to appropriate authorities. Similarly, these protections do not prevent state law enforcement and judicial authorities from exercising their responsibilities in applying federal or state law to crimes committed by a student with a disability. If school personnel report a crime committed by a student with a disability to appropriate authorities, they must ensure that copies of the student's special education and disciplinary records are transmitted for consideration by those authorities to whom the agency reports the crime. The student's records may be transmitted only to the extent such transmission is permitted by the Family Educational Rights and Privacy Act.

9.8 DISCIPLINARY INFORMATION IN STUDENT RECORDS

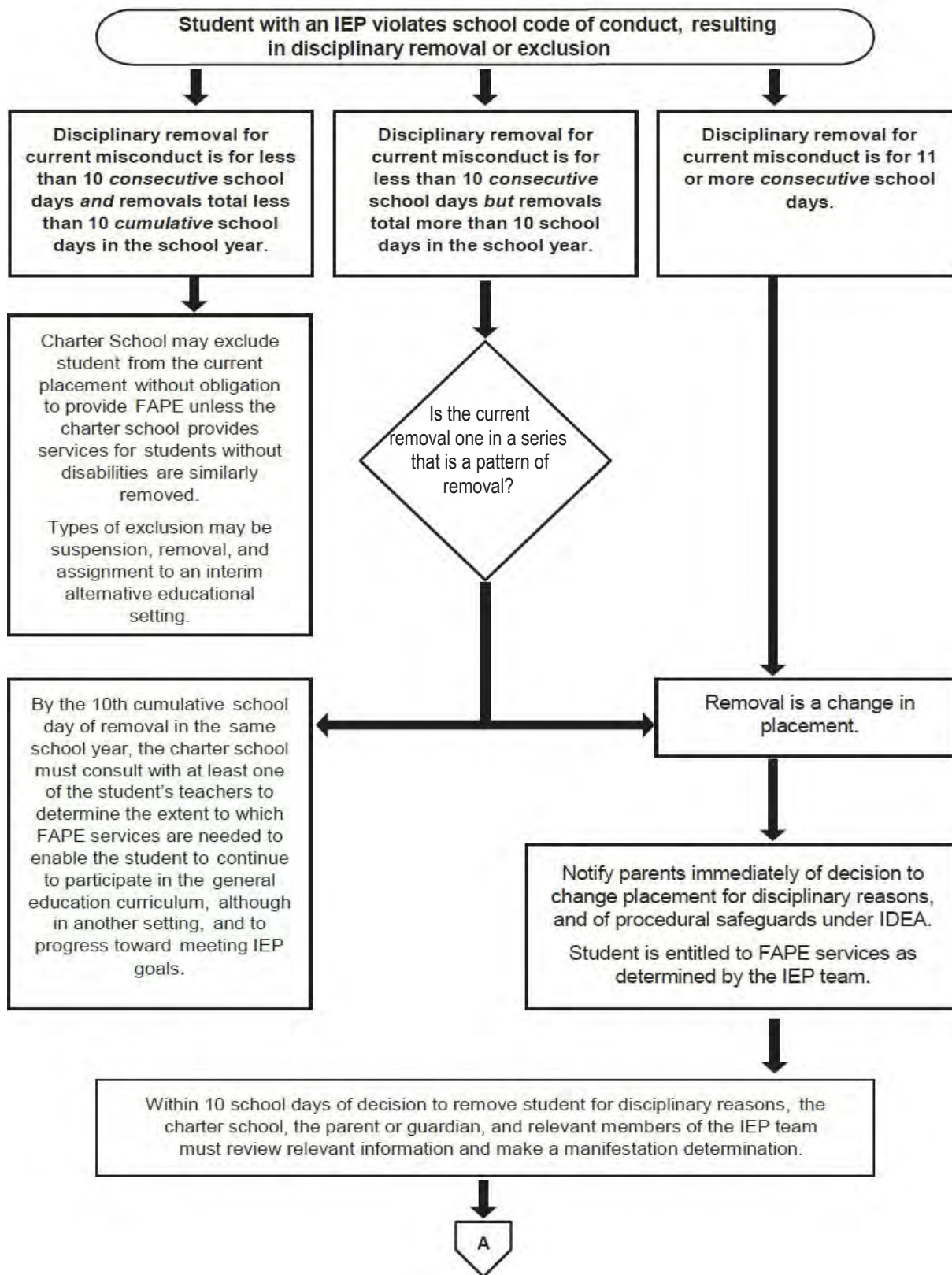
9.8.1. If a student has been or is being subjected to any disciplinary action, the school may include information about such previous or current disciplinary actions in the student's records to the same extent such information is included in the records of students without disabilities.

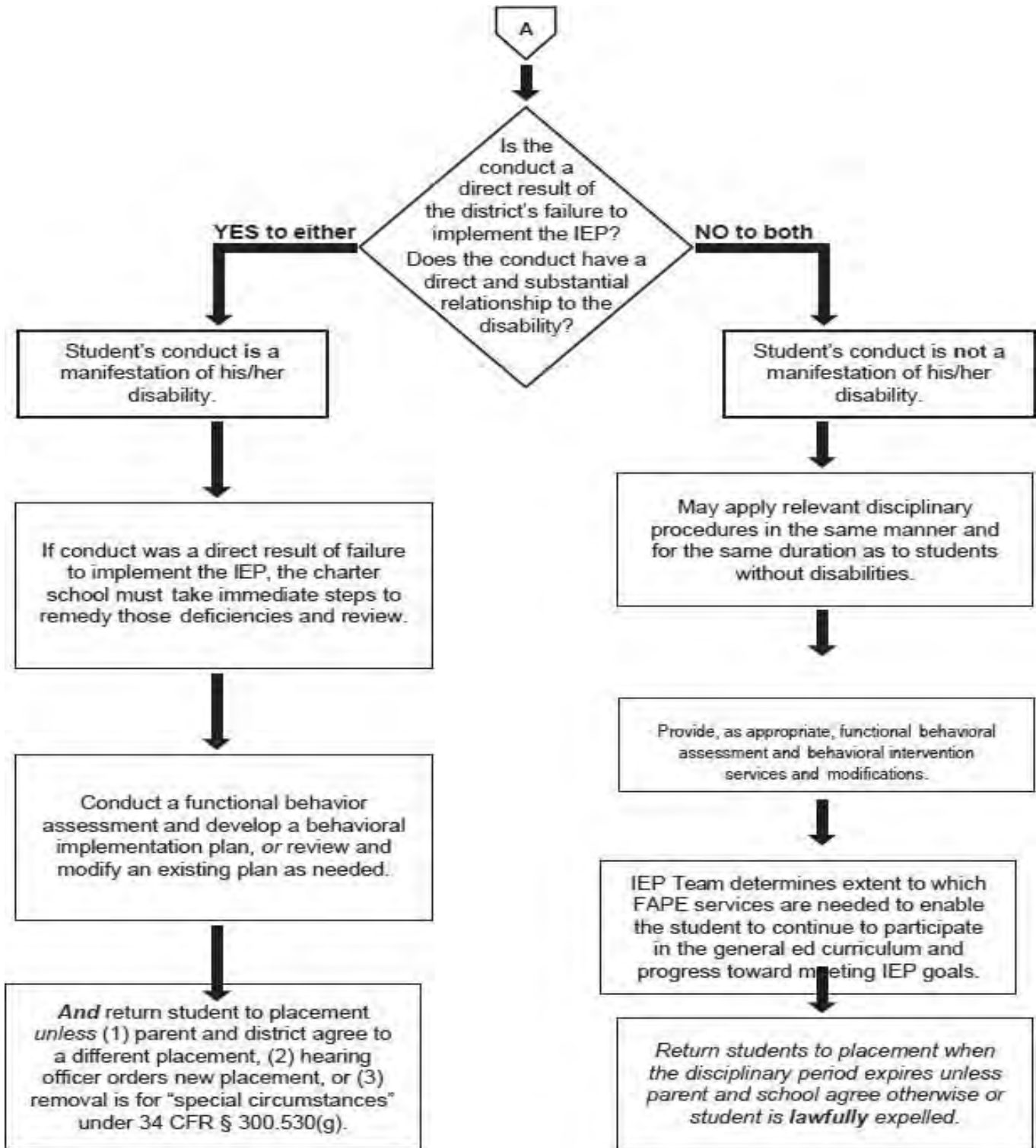
The information may include:

- a. a description of the student's behavior that required disciplinary action;
- b. a description of the disciplinary action taken; and
- c. any other information that is relevant to the safety of the student and other individuals involved with the student.

9.8.2. The school also may transmit the disciplinary information in the records of students with disabilities to the same extent that type of information is transmitted in the records of nondisabled students. If the student transfers to another school, the student's current IEP and any information of disciplinary action as described above must be transmitted with their records.

IDEA Disciplinary Procedures for Students with Disabilities





CHAPTER 10 STUDENT RECORDS AND CONFIDENTIALITY

INTRODUCTION

The charter school is required to follow certain procedures for collecting, maintaining, disclosing, and destroying educational records relating to a student with a disability. Education records include records covered under Family Educational Rights and Privacy Act (FERPA). A record includes printed or handwritten documents, but also includes information recorded in any other way, including computer media, videotape, audiotape, film, microfilm, and microfiche.

This chapter discusses student records and confidentiality requirements:

- 10.1 Education records defined
- 10.2 Maintenance of records
- 10.3 Access to records
- 10.4 Copying records
- 10.5 Requests for records
- 10.6 Destruction of records
- 10.7 Amendment of records at parents' request
- 10.8 Annual notice of parental rights

10.1.1. Education records include records that are:

- a. directly related to a student; and
- b. maintained by the charter school.

10.1.2. The term does not include:

- a. records that are kept in the sole possession of the maker of the record, and are not accessible or revealed to any other person;
- b. records of the charter school security;
- c. personnel records;
- d. records that are created or received after a student that is no longer enrolled in the charter school; or
- e. documents under development, but are not yet completed (Multidisciplinary (MDT) reports).

10.1.3. Some of the protections for student records relate to information that is personally identifiable to the student. Information is personally identifiable if it includes:

- a. the name of the student, the student's parent, or other family member;
- b. the student's address;
- c. a personal identifier, such as the student's social security number or student number; or
- d. a list of the student's personal characteristics or other information that would make it possible to identify the student with reasonable certainty.

10.1.4. Although this Chapter refers to the rights of the parent, these rights will transfer from the parent to the student when the student reaches age 18. If the general rights of the parent under IDEA are transferred to the student at age 18, as described in the Procedural Safeguards Chapter 2.0, the parent's rights regarding education records will transfer to the student. However, the school is required to provide the parent and the student notice required under the procedural safeguards requirements of IDEA, as described in the Procedural Safeguards Chapter 2.0.

10.2 MAINTENANCE OF RECORDS

The charter school is required to protect the confidentiality of personally identifiable information regarding a student. The charter school's Special Education Department and its Site Administrator are the designated school officials responsible for ensuring the confidentiality of any personally identifiable information.

10.2.1. The Site Administrator shall:

- a. designate a confidentiality official to serve as a records custodian for each school;
- b. ensure that all school staff that collect or use a student's personally identifiable information are trained in confidentiality requirements;
- c. maintain the records in a secure and locked location; and
- d. ensure that a current list of the names and positions of those the charter school employees who have access to the records are maintained; and
 - posted in plain view and in close proximity to the confidential records; and
 - ensures that the person(s) who access each student education record signs the Status Record.

10.3 ACCESS TO RECORDS**10.3.1. General Right of Access**

School personnel must permit the parent to inspect and review any education records relating to their child that the charter school collects, maintains, or uses under IDEA.

- a. As part of the process of allowing access to education records, the Site Administrator is responsible for verifying that the person requesting access has authority to do so. For assistance in determining whether a parent has authority to access a student's education records, contact the charter school Site Administration.
- b. For procedures related to copying records refer to section 10.4.
- c. the charter school regulations require that the Site Administrator must comply with a request to access or review records:
 - no more than 10 days after receipt of the request to review the records; or
 - before any meeting regarding an IEP, hearing, or resolution session.
- d. the charter school personnel must be present to interpret records being reviewed and must follow the record of access procedures as described in 10.3.2. below.

10.3.2. Record of Access

The charter school is required to keep a Status Record of parties obtaining access to confidential education records collected, maintained, or used under IDEA. The record must include the:

- a. first and last name and title of the party accessing the record;
- b. date access was given; and
- c. purpose for which the party is accessing the record.

10.3.3. Parent Right to Access

- a. Parents' right to inspect and review education records includes the right to:
 - a response from the school for a reasonable request for explanations and interpretations of the records;
 - request copies of the records containing the information; and
 - have a representative of the parent inspect and review the records.
- b. In order to provide meaningful explanations of records for a parent who may be unable to read due to blindness, inability to read English, distance, or other reasons, the Site Administrator must take steps to provide an interpreter, an oral explanation, Braille versions of documents, or an opportunity to review the documents over the telephone, as appropriate. In addition, copies of certain documents may be provided to a parent, as described in section 10.4.1.
- c. If any education record includes information on more than one student, the parent has the right to inspect and review only the information relating to their own child, or to be informed of that specific information. School personnel should ensure that they block out or omit information about other students on copies of education records or take other measures to avoid disclosure to unauthorized persons.

- d. The school is required to provide the parent, on request, a list of:
 - the types and locations of education records collected, maintained, or used by the school; and
 - the charter school employees with authority to access student’s personally identifiable information.
- e. The school shall:
 - inform the parent when personally identifiable information is no longer needed to provide educational services to the student;
 - maintain a permanent record of the student’s name, address, telephone number, grades, attendance, classes attended, grades completed and the year they were completed; and
 - not disclose personally identifiable information except as authorized by law.
- f. rights of access extend to student teachers and related service interns who have a legitimate educational interest in accessing educational records.
- g. Specific requirements apply to maintenance and disclosure of disciplinary information included in a student’s records. These requirements are discussed in the Discipline Chapter 9.0.

10.4 COPYING RECORDS

10.4.1. If a parent requests a copy of an education record:

- a. the charter school personnel shall comply with the request within a reasonable period, but not more than 45 calendar days after receipt of the request.
- b. The school is allowed to charge a fee for copying, but may not charge a fee for searching or retrieving information. The fee may be waived if charging the fee would effectively prevent the parent from exercising their right to inspect and review the documents. The fee schedule must be published in the school/parent/student handbook.

10.5 REQUEST FOR RECORDS

10.5.1. Written parental consent must be obtained before personally identifiable information in the student’s records is disclosed to anyone other than officials of the charter school collecting or using the information under IDEA.

10.5.2. FERPA prevents school personnel from disclosing personally identifiable information in a student’s education record, except if the parent or eligible student provides the signed Authorization for Release of Confidential Information consent form.

10.5.3. The written consent must:

- a. specify the records that may be disclosed;
- b. state the purpose of the disclosure; and
- c. identify the party to whom the disclosure may be made.

10.5.4. Prior written consent is not required when providing education records to:

- a. school officials with a legitimate educational interest;
- b. officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled so long as the disclosure is for purposes related to the student’s enrollment or transfer;
- c. specified officials for audit or evaluation purposes;
- d. appropriate parties in connection with financial aid to a student;
- e. organizations conducting certain studies for or on behalf of the school;
- f. accrediting organizations;
- g. comply with a judicial order or lawfully issued subpoena; or
- h. state and local authorities, within a juvenile justice system, pursuant to specific State law.

However, the school must make a reasonable attempt to notify the parent, unless the disclosure was initiated by the parent or eligible student, or unless the school’s annual FERPA notification includes a provision that education records will

be forwarded upon request to other institutions where the student seeks admission or intends to enroll or is already enrolled. The parent is entitled to a copy of the record that was disclosed and has the right to a hearing.

10.5.5. If a parent refuses to provide consent to disclose a student’s personally identifiable information, the charter school personnel should contact the charter school Site Administration.

10.6 DESTRUCTION OF RECORDS

10.6.1. If the parent requests that personally identifiable information in the records be destroyed, the parent should contact the charter school Site Administrator. Destruction means either physical destruction or removal of personal identifiable information. However, the charter school may maintain (without a time limitation) a permanent record of the student’s name, address, telephone number, grades, attendance record, classes attended, grade level completed, and year completed.

10.6.2. The charter school’s policy is to destroy a student’s records six (6) calendar years after he/she graduates or would normally have graduated from high school.

10.7 AMENDMENT OF RECORDS AT PARENT’S REQUEST

10.7.1. Request for Amendment

- a. The parent may request the school to amend information in their child’s education records if the parent believes that the information:
 - is inaccurate;
 - is misleading; or
 - violates the student’s privacy rights or other rights.
- b. The parent must submit the request in writing to the Site Administrator to explain which information is being challenged and the reasons for their objection to the information.
- c. Within ten school days after receiving such a request, the Site Administrator must inform the parent in writing of the determination, the reasons for the decision, and the right to appeal.

10.7.2. Appeal

The parent has the right to appeal the determination to the Site Administrator or school designee within ten school days after receipt of the Site Administrator’s letter. The Site Administrator or designee shall hold a hearing with the parent within fifteen working days of receipt of the appeal.

10.7.3. Hearing

Upon a parent’s request, the school is required to provide an opportunity for a hearing to challenge information in the student’s education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. The parent’s request for a hearing should be forwarded to the Site Administrator or designee.

- a. Requirements:
 - the hearing must be scheduled within fifteen working days after receipt of request;
 - reasonable notice must be provided to the parent of the date, time, and place of the hearing;
 - the hearing must provide the parent a full and fair opportunity to present relevant evidence, and the parent may be assisted by an attorney or other individual at the parent’s expense;
 - within five working days after conclusion of the hearing, the Site Administrator or designee must inform the parent of their decision in writing; and
 - the parent shall be notified of the decision by certified mail.
- b. If, as a result of the hearing, it is determined that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, the charter school personnel must amend the information accordingly. The charter school personnel are responsible for informing the parent in writing that the information has been amended.

- c. If, as a result of the hearing, it is determined that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, the Site Administrator or designee must inform the parent of their right to place in the student's school records a statement commenting on the disputed information or setting forth any reasons for disagreeing with the information. Any such explanation that is placed in the student's records must be maintained by the charter school as part of the student's records. If the student's records or the contested portion is disclosed by the charter school to any party, the explanation must also be disclosed to the party.

10.8 ANNUAL NOTICE OF PARENTAL RIGHTS

10.8.1. The charter school is required to notify parents annually of their right to:

- a. inspect and review the student's education records;
- b. seek amendment of the student's education records that the parent believe are inaccurate, misleading, or that violate the student's privacy rights;
- c. disclosure of personally identifiable information unless an exception applies; and exception applies; and
- d. file an administrative complaint regarding alleged noncompliance with records requirements.

10.8.2. The charter school is required to provide annual notice about these rights in a manner that effectively notifies parents who are disabled, or who have a primary or home language other than English.

APPENDIX A

Caseload and Class Sizes Based on [NAC 388.150](#)

Caseload and Class Sizes Based on NAC 388.150

School-age students in programs for mild to moderate disabilities, receiving instruction from a generalist and who receive special education services through a consultative method, resources method, or any combination of methods of instruction:

Disability Category	Cases	10%		Class Size w/ Aide
		Expansion	Class Size	
Specific Learning Disability	22	24	12	16
Serious Emotional Disturbance	22	24	12	16
Mild Intellectual Disability	22	24	12	16

School-age students in programs for moderate to severe disabilities, receiving instruction from a specialist and who receive special education services primarily in a self-contained classroom:

Disability Category	Cases	10%		Class Size w/ Aide
		Expansion	Class Size	
Specific Learning Disability	20	22	12	16
Serious Emotional Disturbance	15	17	6	10
Moderate Intellectual Disability	20	22	10	14
Severe to Profound Intellectual Disability	12	13	6	8

All other school-age students who are placed in specialized programs and who receive instruction from a specialist:

Disability Category	Cases	10%		Class Size w/ Aide
		Expansion	Class Size	
Hearing Impairments	20	22	6	10
Multiple Impairments	15	17	6	10
Deaf-blindness	4	4	4	5
Orthopedic Impairments & Health Impairments	20	22	6	10
Orthopedic Impairments & Health Impairments (Home or Hospital)	10	11		19
Orthopedic Impairments & Health Impairments (Teleteaching)	15	17	15	
Speech Language Impairment (Therapy Services)	50	55		
Speech Language Impairment (Self-Contained Classroom)	12	13	8	12
Visual Impairments	16	18	6	10
Traumatic Brain Injury	15	17	8	10
Autism	12	13	6	8
Students under age 6 w/ Disability in early childhood specialized programs				8
Gifted and Talented	65	72	20	24

Students under age 6 in early childhood nonspecialized programs who receive special education services in a center-based classroom, integrated setting, or through a consultative method of instruction:

Disability Category	Cases	10%		Class Size w/ Aide
		Expansion	Class Size	
Children Under 6 w/ Disability	22	24	12	14

Notes and Exceptions:

*In the case of a heterogeneous program, the maximum numbers of cases per teacher and the maximum size of the class is to be determined according to the area of disability represented by the majority of the pupils in the program.

**Maximum numbers of cases per teacher in a unit may be increased by 10%, or at least one pupil, without NDE approval.

***Maximum number of cases per teacher in each unit for a specific disability must not exceed the number prescribed for the disability represented by the majority of pupils, even if some or all of the pupils in the unit attend classes in a regular educational environment and the special education teacher only provides collaborative or consultative services regarding such pupils.

****Exceptions to the maximum enrollments prescribed (caseloads only) may be made with the written approval of the NDE. Requests for exceptions must be submitted to the NDE within 30 days after the limit is exceeded.

NDE has no statutory authority to authorize the increase of class size

APPENDIX A

Request to Exceed Maximum Caseloads

Request to Exceed Maximum Caseloads

NAC requires that the request should be made to the NDE within 30 days after a caseload maximum is exceeded.

When your district identifies that it has exceeded maximum caseload, please submit a letter (on district letterhead) to NDE to include the following:

- Explanation of why the need exists
- Explanation of the efforts that will be undertaken to reduce the caseload to come within the maximum limits, and a timeline by which they will do so
- Include everything the district is doing to recruit and train

It is recommended that you request an approval to exceed the maximum caseloads for a 6-month period. If you have not had complete success by that time, you can request another exception to extend. This action will establish that the district is working diligently to meet the requirements.

APPENDIX C

AB 330 and AB 285 Changes to Student Discipline Offences and Sanctions

AB 330 and AB 285 Changes to Student Discipline Offences and Sanctions

The Nevada Department of Education continues to collaborate with educators and experts in the field to establish common language to align Standardized Definitions for Student Discipline Offences and Sanctions, which inform public reporting. The ultimate goal is collecting, reporting, and understanding student discipline data to improve school safety and climate.

Statutory Requirements The policy changes as prescribed by AB 330 and AB 285 can be understood as a set of *Student-level Changes* and *System-level Changes*, summarized as follows:

Student-level Changes:

1. Changes to discipline laws for all students, including guidance on age and behavior.
2. Changes to discipline laws for students receiving special education services under an Individualized Education Program (IEP).

System-level Changes:

1. Shift to include progressive discipline and restorative justice practices within state and district discipline plans.
2. Changes to data collection and reporting regarding student discipline.
3. Changes to the appeals process.

The following sections provide further detail on the impact of new legislation.

Student-level Changes

1) Changes to discipline laws for all students.

General Guidance on Age and Behavior

- Students who are less than 6 years old may only be suspended with the review and approval of the district superintendent or administrative head of a charter school or university school for profoundly gifted pupils or their designee ([NRS 392.466](#)).
- Students who are less than 8 years old may not be expelled or permanently expelled ([NRS 392.466](#)).
- In extraordinary circumstances, a school may request an exception to the prohibition against expelling or permanently expelling any student under 11 years of age from the board of trustees of the school district or the governing body of the charter school or university school ([NRS 392.467](#)).
- If any student is suspended for one semester or expelled, the school district—alone or through a partnership with another school district—must offer an in-person program of alternative education that allows each student to receive educational services in the least restrictive environment ([NRS 392.466](#)).
- If, in the judgment of the principal, there is a reasonable expectation that a student poses a threat to employees or other students, the principal may extend the period for which a student is removed from the classroom or school with the written authorization from the district superintendent or the administrative head of the charter school or university school for the profoundly gifted ([NRS 392.4646](#)).

Progressive Discipline Plan Based on Restorative Justice (Individualized Student Plan)

A progressive discipline plan based on restorative justice must include:

- Positive behavioral interventions and support.
- A plan for behavioral intervention.
- A referral to a team of student support.
- A referral to an individualized education program (IEP) team to determine:
 - Whether an IEP is needed for the pupil; or
 - If there is an existing IEP, whether it has been appropriately implemented and whether any adjustments should be made.
- A referral to appropriate community-based services.
- A conference with the principal of the school or their designee and any other appropriate personnel.
- A determination of the need for a referral to a school social worker; and
- For a pupil who was expelled, a plan for reinstatement and guidelines for the provision of notice to a pupil to initiate their reinstatement.

Progressive discipline plans based on restorative justice must be provided for students in the following scenarios:

- For any student who sells/distributes any controlled substance or commits battery against an employee of a school with or without intent to cause bodily injury to the employee, a school must provide the student and parent/legal guardian with a progressive discipline plan based on restorative justice ([NRS 392.466](#)).
- For any student who has received at least five cumulative days of suspension during a single school year OR is suspended for a period of at least three days, a school must provide a progressive discipline plan based on restorative justice within two days after removing the student ([NRS 392.472](#)).
- For any student being deemed a habitual disciplinary problem, a school should make a reasonable effort to complete a progressive discipline plan based on restorative justice to prevent the student from being deemed a habitual disciplinary problem ([NRS 392.4655.5](#)).

The following sections review the required and allowed responses to specific disciplinary offenses.

Distribution of a Controlled Substance ([NRS 392.466](#))

- Any student who sells or distributes any controlled substance on school grounds, a school bus, or at a school-sponsored activity, **may** be suspended, expelled, or permanently expelled, with the following guidelines based on age:

- If the student is less than 6 years old, the suspension **must** be reviewed and approved by the district superintendent or administrative head of a charter school or university school for profoundly gifted pupils or his/her designee. The student **may not** be expelled or permanently expelled.
 - If the student is less than 11 years old, the student **may** be suspended. The student **may not** be expelled or permanently expelled.
 - If the student is aged 11 years or older, the student **may** be suspended, expelled, or permanently expelled.
- The student and their parents/legal guardian(s) **must** meet with the school.
 - The school **must** provide a progressive discipline plan based on restorative justice to the parent or legal guardian of the student.
 - The principal of a public school may reduce the period of suspension or convert an expulsion to a suspension for a student who distributes a controlled substance on school grounds, a school bus, or at a school-sponsored activity if:
 - The student is less than 11 years old.
 - The student has not engaged in such proscribed conduct before; and
 - After a thorough review of the facts and circumstances, the principal determines that the pupil did not know that the substance being distributed was a controlled substance.

Battery of a School Employee (NRS 392.466)

- Any student who commits battery against an employee of the school while on school grounds, a school bus, or at a school-sponsored activity, **may** be suspended, expelled, or permanently expelled, with the following guidelines based on age:
 - If the student is less than 6 years old, the suspension **must** be reviewed and approved by the district superintendent or administrative head of a charter school or university school for profoundly gifted pupils or his/her designee. The student **may not** be expelled or permanently expelled.
 - If the student is less than 8 years old, the student **may** be suspended. The student **may not** be expelled or permanently expelled.
 - If the student is aged 8 years or older, the student **may** be suspended, expelled, or permanently expelled.
- The student and their parents/legal guardian(s) **must** meet with the school.
- The school **must** provide a progressive discipline plan based on restorative justice to the parent or legal guardian of the student.
- “Battery” is defined in Appendix A.

Battery of a School Employee with Intent to Result in Bodily Injury (NRS 392.466)

- Any student who commits battery with the intent to cause bodily injury against an employee of the school while on school grounds, a school bus, or at a school-sponsored activity, **must** be suspended, expelled, or permanently expelled, with the following guidelines based on age:
 - o If the student is less than 6 years old, the student **may** be suspended, and the suspension **must** be reviewed and approved by the superintendent or administrative head of a charter school or university school for profoundly gifted pupils or his/her designee. The student **may not** be expelled or permanently expelled.
 - o If the student is less than 8 years old, the student **must** be suspended. The student **may not** be expelled or permanently expelled.
 - o If the student is aged 8 years or older, the student **must** be suspended, expelled, or permanently expelled.
- The student and their parents/legal guardian(s) **must** meet with the school.
- The school **must** provide a progressive discipline plan based on restorative justice to the parent or legal guardian of the student.
- The principal of a public school may, at their discretion, reduce or eliminate the period of suspension, convert an expulsion to a suspension, or otherwise reduce, eliminate, or alter a disciplinary action imposed upon a student who commits a battery which results in the bodily injury of an employee of the school.
- “Bodily injury” is defined as “Bodily injury which creates a substantial risk of death or which causes serious, permanent disfigurement or protracted loss or impairment of the function of any bodily member or organ; or prolonged physical pain.

Continuing Danger to People or Property/Ongoing Threat of Disrupting Academic Process (NRS 392.466)

- Any student who poses a continuing danger to people or property or is an ongoing threat of disrupting the academic process **may** be suspended, expelled, or permanently expelled, with the following guidelines based on age:
 - o If the student is less than 6 years old, the suspension **must** be reviewed and approved by the district superintendent or administrative head of a charter school or university school for profoundly gifted pupils or his/her designee. The student **may not** be expelled or permanently expelled.
 - o If the student is less than 11 years old, the student **may** be suspended. The student **may not** be expelled or permanently expelled.
 - o If the student is aged 11 years or older, the student **may** be suspended, expelled, or permanently expelled.
 - o The student **may** be immediately removed from school premises upon being provided with an explanation of the reasons for removal and pending proceedings, which must be conducted as soon as practicable after the removal.

Possession of a Dangerous Weapon Other than a Firearm (NRS 392.466)

- Any student who is found in possession of a dangerous weapon other than a firearm while on school grounds, a school bus, or at a school-sponsored activity, **may** be suspended, expelled, or permanently expelled, with the following guidelines based on age:
 - o If the student is less than 6 years old, the suspension **must** be reviewed and approved by the district superintendent

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **OCTOBER 39, 2023**

AGENDA ITEM: **3e – ACCEPTANCE OF PRINCIPAL EVALUATIONS AND SALARY INCREASES**

NUMBER OF ENCLOSURES: **0**

SUBJECT: PRINCIPAL EVALUATIONS AND SALARY INCREASES

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

PRESENTER(S): **BOARD**

PROPOSED WORDING FOR MOTION/ACTION:

CONSENT

FISCAL IMPACT: **NO**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND:

***** THE SUPPORT FOR THIS ITEM WILL BE DISTRIBUTED SEPARATELY*****

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **OCTOBER 30, 2023**

AGENDA ITEM: **3f – APPROVAL OF THE SOMERSET ACADEMY OF LAS VEGAS ACADEMIC CALENDAR FOR THE 2024/2025 SCHOOL YEAR**

NUMBER OF ENCLOSURES: **1**

SUBJECT: SOMERSET ACADEMIC CALENDAR 2021/2024 SCHOOL YEAR

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

PRESENTER(S): **BOARD**

PROPOSED WORDING FOR MOTION/ACTION:

CONSENT

FISCAL IMPACT: **NO**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND: **THE 2024/2025 ACADEMIC CALENDAR IS BEING PRESENTED FOR BOARD APPROVAL.**

Somerset Academy of Las Vegas 2024-2025 SCHOOL CALENDAR **DRAFT**

Teachers' Work Year - 1st Semester: July 29, 2024- December 20, 2024; 2nd Semester: January 6, 2025 - May 27, 2025

Students' Work Year - 1st Semester: August 12, 2024- December 20, 2024; 2nd Semester: January 6, 2025 - May 23, 2025

Week	Days	Su	M	T	W	Th	F	Sa		
	0									
	0	July/August	28	29	30	31	1	2	3	July 29 -July 31: New Teacher Work Days (no students)
1	5	4	5	6	7	8	9	10	10	August 1 - August 9: Teacher Work Days (no students)
2	10	11	12	13	14	15	16	17	17	August 12: Students's First Day to attend
3	15	18	19	20	21	22	23	24		
4	19	25	26	27	28	29	30	31		
5	24	September	1	2	3	4	5	6	7	September 2: Labor Day Holiday- No School
6	29	8	9	10	11	12	13	14		
7	34	15	16	17	18	19	20	21		
8	39	October	22	23	24	25	26	27	28	September 25: DATA Day (Half day for students)
9	44	29	30	1	2	3	4	5	5	October 7: Site-based PD Day (No School for Students)
10	49	6	7	8	9	10	11	12	12	October 11: End of First Quarter (44 days)
11	53	13	14	15	16	17	18	19	19	October 18:Site Based PD Day (No School for Students)
12	58	20	21	22	23	24	25	26	26	October 25: Nevada Day- No School
13	63	November	27	28	29	30	31	1	2	
14	67	3	4	5	6	7	8	9		
15	72	10	11	12	13	14	15	16	16	November 11: Veterans Day (observed)- No School
		17	18	19	20	21	22	23		
		24	25	26	27	28	29	30	30	November 25-29: Thanksgiving Holiday Break- No School
16	77	December	1	2	3	4	5	6	7	
17	82	8	9	10	11	12	13	14	14	December 20: Last day of the Semester (87 days for students 1st semester)
18	87	15	16	17	18	19	20	21	21	December 20: DATA Day (Half day for students)
		22	23	24	25	26	27	28	28	December 23 - Jan 3: Winter Break
		January 2025	29	30	31	1	2	3	4	
19	92	5	6	7	8	9	10	11		
20	97	12	13	14	15	16	17	18	18	January 22: DATA Day (Half day for students)
21	101	19	20	21	22	23	24	25	25	January 20: Dr. Martin Luther King Jr. Day- No School
22	106	26	27	28	29	30	31		1	
23	111	February	2	3	4	5	6	7	8	
24	116	9	10	11	12	13	14	15	15	February 10: Site-based PD Day (No School for Students)
25	120	16	17	18	19	20	21	22	22	February 17: Presidents' Day -No School
26	125	23	24	25	26	27	28		1	
27	130	March	2	3	4	5	6	7	8	March 12: DATA Day (Half day for students)
28	134	9	10	11	12	13	14	15	15	March 14: 3rd Quarter Ends (48 days)
		16	17	18	19	20	21	22	22	March 17-21: Spring Break -No School
29	140	23	24	25	26	27	28	29		
30	145	30	31	1	2	3	4	5	5	DRAFT VERSION OF CALENDAR
31	150	April	6	7	8	9	10	11	12	
32	155	13	14	15	16	17	18	19	19	April 18: Site-based PD Day (No school for students)
33	160	20	21	22	23	24	25	26		
34	165	27	28	29	30	1	2	3		
35	170	May	4	5	6	7	8	9	10	
36	175	11	12	13	14	15	16	17	17	May 22: Last Day for Students
37	180	18	19	20	21	22	23	24	24	May 23: Site-based PD (No school for students)
		25	26	27	28	29	30	30	30	May 27: Last day for Teachers
		31								2nd SEMESTER - 93 Student Days (Ends May 23)

May 26: Memorial Day
May 27, 28 & 29 : Make up Days if Needed

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **OCTOBER 30, 2023**

AGENDA ITEM: **3g – APPROVAL OF RECOMMENDATIONS FROM THE FINANCE COMMITTEE**

NUMBER OF ENCLOSURES: **1**

SUBJECT: RECOMMENDATIONS FROM THE FINANCE COMMITTEE

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

PRESENTER(S): **BOARD**

PROPOSED WORDING FOR MOTION/ACTION:

CONSENT

FISCAL IMPACT: **No**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND: THE FINANCE COMMITTEE HELD A MEETING ON OCTOBER 20, 2023 TO DISCUSS ITEMS THAT IMPACT SOMERSET ACADEMY FINANCIALLY. THE DRAFT MINUTES FROM THE FINANCE COMMITTEE MEETING HAVE BEEN INCLUDED.

MINUTES
of the meeting of the
SOMERSET ACADEMY OF LAS VEGAS FINANCE COMMITTEE
October 20, 2023

Somerset Academy of Nevada Finance Committee held a public meeting on April 28, 2023, at 11:45 p.m. via Zoom meeting.

1. CALL TO ORDER AND ROLL CALL

Committee member John Bentham called the meeting to order at 11:50 a.m. In attendance were Committee Members Will Harty, Jill Dayne, and John Bentham.

Also present were Principal Lee Esplin, Principal Mindi Palomeque, Principal Kaye Lackey, Principal Shannon Manning, Principal David Fossett, Principal Cesar Tiu, and Somerset system office manager Renee Kohley. Academica representatives Gary McClain and Sheri Cooper were also in attendance.

2. PUBLIC COMMENT

There was no public comment.

3. ACTION & DISCUSSION ITEMS

a. REVIEW AND APPROVAL OF THE MINUTES FROM THE APRIL 28, 2023 FINANCE COMMITTEE MEETING

MEMBER HARTY MOVED TO APPROVE THE MINUTES FROM THE APRIL 28, 2023 FINANCE COMMITTEE MEETING. MEMBER BENTHAM SECONDED THE MOTION, AND THE COMMITTEE VOTED UNANIMOUSLY TO APPROVE.

b. REVIEW AND DISCUSSION OF SOMERSET ACADEMY FINANCIAL PERFORMANCE

Ms. Sheri Cooper addressed the Committee and presented the financial performance for fiscal year 2023, as contained in the support materials. She reviewed the financial framework and other key financial information. She highlighted various financial metrics, including the current ratio, which ended the year at 5.46, slightly down from the prior year but meeting the metric requirement of 1.1. The unrestricted days cash on hand increased to 202 days compared to the previous year's 182 days, and the enrollment forecast accuracy was at 96.10%, slightly lower than the prior year but still meeting metrics above 95%. There were no debt defaults, but there was an error in the total margin calculation (10.79%) due to interest expense not being in the original calculation. The corrected net surplus was \$3,529,348 resulting in a total margin of 4.5%. Ms. Cooper noted that the three-year margin also decreased to 7.59.

Ms. Cooper stated that the debt-to-asset ratio decreased slightly to 62.92, which far exceeded the metric. Member Harty asked for clarification on the net surplus and asked if depreciation was used when calculating the net surplus, to which Ms. Cooper replied in the negative. Ms. Cooper stated that the Average Daily Enrollment (ADE) looked good for all of the campuses. She reviewed the income statement noting that the overall variance was very good. She explained that some expenses, including textbooks and technology, were incurred in fiscal year 23 due to the timing of the vendor invoices even though they had been approved for fiscal year 24.

Ms. Cooper reviewed several categories, including professional services (which included labor for a tech refresh, Raising the Bar, and the Academica fee), substitute services, utilities, and copier fees. The interest income and expense were included at the bottom of the income statement. Member Harty asked for clarification on the \$3.7 budget-to-actual variance. Ms. Cooper explained that the interest income was added to the variance and the interest expense was subtracted. Member Harty confirmed that the three-year total surplus was \$18 million.

c. REVIEW AND RECOMMEND APPROVAL TO ENGAGE BOB GRONAUER’S OFFICE FOR LAND USE FOR LONE MOUNTAIN AND SKY POINTE EXPANSIONS

Mr. McClain addressed the Committee and explained that he had not received the engagement letter from Bob Gronauer’s office. This item would be included as an action item on the October 30th board meeting agenda.

THIS ITEM WAS TABLED.

d. REVIEW OF LIST OF PROJECTS

Mr. McClain presented a list of projects that would require the Board of Director’s approval. He noted that discussing the project was challenging due to the pending completion of the surplus spending plan and reserve study. He suggested a more in-depth discussion take place during a strategic planning meeting. Discussion ensued regarding the previous delay of projects and the appropriate procedure moving forward. It was determined to add the discussion to the upcoming board meeting to aid in the decision-making process.

e. UPDATE ON SURPLUS SPENDING PLAN

Mr. McClain stated that Complex Solutions was working on the reserve spending study, which would be presented to the board at a future meeting.

4. ANNOUNCEMENTS AND NOTIFICATIONS

Principal

5. MEMBER COMMENT

There was not member comment.

6. PUBLIC COMMENT

There was no public comment

7. ADJOURN MEETING

THE MEETING WAS ADJOURNED AT 12:28 P.M.

Approved on:

**of the Finance Committee of
Somerset Academy of Las Vegas**

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **OCTOBER 30, 2023**
AGENDA ITEM: **3g1 – SCHOOL FINANCIAL PERFORMANCE**
NUMBER OF ENCLOSURES: **1**

SUBJECT: SCHOOL FINANCIAL PERFORMANCE

ACTION
 CONSENT AGENDA
 INFORMATION
 PUBLIC HEARING

PRESENTER(S): **BOARD**

PROPOSED WORDING FOR MOTION/ACTION:

CONSENT

FISCAL IMPACT: **NO**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND: **THE FINANCE COMMITTEE REVIEWED THE SCHOOL'S FINANCIAL PERFORMANCE DURING THE OCTOBER 20, 2023 COMMITTEE MEETING.**

Somerset Academy of Las Vegas

Financial Update

June 2023



ACADEMICA

Nevada SPCSA Financial Framework (w/ projections)

Current Year

Current Ratio	
Current Assets	57,020,280
Current Liabilities	10,446,224
Current Ratio	5.46

Unrestricted Days Cash on Hand	
Unrestricted Cash	38,491,726
Total Expenses (including grants)	77,567,180
Less: Depreciation	3,361,460
Total Cash Expenses	74,205,720
Total Cash Expenses / 365	203,303
Unrestricted Days Cash	189.33

Enrollment Forecast Accuracy	
Actual Avg ADE Enrollment	9,442
Projected Enrollment	9,825
Forecast Accuracy	96.10%

Debt Default	
Debt Default	No
Facility Lease Default	No

Total Margin	
Current Year Net Surplus	3,529,348
Current Year Total Revenues (including grants)	77,735,068
Current Total Margin	4.54%

Total Margin 3 Year	
Surplus Over Last 3 Years	18,174,534
Total Revenues Over Last 3 Years	239,389,013
Current Total Margin	7.59%

Debt to Asset Ratio	
Total Debt (Less: PERS)	130,062,195
Total Assets	206,694,329
Debt to Asset Ratio	62.92%

Cash Flow (including Restricted Cash)	
CY Unrestricted Cash	38,491,726
CY Restricted Cash	16,439,675
CY Total Cash	54,931,401
PY Total Cash	49,171,058
Cash Increase (Decrease)	5,760,343

Prior Year

Current Ratio	
Current Assets	51,303,907
Current Liabilities	8,508,340
Current Ratio	6.03

Unrestricted Days Cash on Hand	
Unrestricted Cash	35,900,082
Total Expenses (including grants)	75,524,438
Less: Depreciation	3,799,557
Total Cash Expenses	71,724,881
Total Cash Expenses / 365	196,507
Unrestricted Days Cash	182.69

Enrollment Forecast Accuracy	
Actual Avg ADE Enrollment	9,541
Projected Enrollment	9,866
Forecast Accuracy	96.70%

Debt Default	
Debt Default	No
Facility Lease Default	No

Total Margin	
Current Year Net Surplus	5,863,870
Current Year Total Revenues (including grants)	79,255,093
Current Total Margin	7.40%

Total Margin 3 Year	
Surplus Over Last 3 Years	20,725,915
Total Revenues Over Last 3 Years	379,280,581
Current Total Margin	5.46%

Debt to Asset Ratio	
Total Debt (Less: PERS)	132,512,611
Total Assets	170,239,506
Debt to Asset Ratio	77.84%

Cash Flow (including Restricted Cash)	
CY Unrestricted Cash	35,900,082
CY Restricted Cash	13,270,976
CY Total Cash	49,171,058
PY Total Cash	47,043,097
Cash Increase (Decrease)	2,127,961



Nevada SPCSA Financial Framework (w/ projections) continued...

Cash Flow 3 Years Ago	
Total CY Cash	54,931,401.00
Total Cash 3 Years Ago	34,035,452.00
Cash Increase (Decrease)	20,895,949

Debt Service Coverage Ratio	
Net Surplus	3,529,348
Plus: Depreciation	3,361,460
Plus: Interest	6,087,558
Plus: Lease Expense	553,766
Plus: Debt Issuance Cost	-
Net Surplus, Net	13,532,131

Annual Principal	3,126,008
Interest Expense	6,087,558
Lease Expense	553,766
Total Debt Payments	9,767,332

DSCR	1.385
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Cash Flow 3 Years Ago	
Total CY Cash	49,171,058.19
Total Cash 3 Years Ago	34,035,452.00
Cash Increase (Decrease)	15,135,606

Debt Service Coverage Ratio	
Net Surplus	5,863,870
Plus: Depreciation	3,799,557
Plus: Interest	6,019,654
Plus: Lease Expense	553,766
Plus: Debt Issuance Cost	-
Net Surplus, Net	16,236,847

Annual Principal	3,126,008
Interest Expense	6,019,654
Lease Expense	553,766
Total Debt Payments	9,699,428

DSCR	1.674
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Other Key Financial Information

Average Daily Enrollment

Somerset System	
Projected	9,825.00
Q1	9,424.95
Q2	9,517.21
Q3	9,445.66
Q4	9,380.05
Avg ADE	9,441.97
ADE to Projected	96.10%

Aliante	
Projected	1,200.00
Q1	1,174.03
Q2	1,188.81
Q3	1,168.19
Q4	1,151.63
Avg ADE	1,170.67
ADE to Projected	97.56%

Lone Mountain	
Projected	1,017.00
Q1	1,005.84
Q2	1,014.57
Q3	1,012.98
Q4	1,006.22
Avg ADE	1,009.90
ADE to Projected	99.30%

Losee	
Projected	2,590.00
Q1	2,408.81
Q2	2,448.88
Q3	2,412.60
Q4	2,376.32
Avg ADE	2,411.65
ADE to Projected	93.11%

North Las Vegas	
Projected	799.00
Q1	761.76
Q2	784.48
Q3	785.86
Q4	789.76
Avg ADE	780.47
ADE to Projected	97.68%

Sky Pointe	
Projected	2,215.00
Q1	2,111.35
Q2	2,113.48
Q3	2,103.51
Q4	2,095.18
Avg ADE	2,105.88
ADE to Projected	95.07%

Skye Canyon	
Projected	1,008.00
Q1	1,006.43
Q2	1,007.74
Q3	1,006.57
Q4	1,005.81
Avg ADE	1,006.64
ADE to Projected	99.86%

Stephanie	
Projected	996.00
Q1	956.73
Q2	959.25
Q3	955.95
Q4	955.13
Avg ADE	956.77
ADE to Projected	96.06%

EBIDA	
Net Surplus	81,097
Plus: Depreciation	3,361,460
Plus: Interest	6,087,558
EBIDA	9,530,115

Somerset Academy of Las Vegas
Income Statement Budget vs. Actual
From Jul 2022 to Adjust 2023

	Actual	Budget	Variance
Income			
Distributive School Account (DSA)	\$ 68,859,742	\$ 69,365,435	\$ (505,693)
English Learners	682,231	682,204	-
At Risk Pupil	568,471	568,048	-
State Special Education	3,096,131	3,033,103	63,028
Federal Grant	4,318,639	3,644,652	673,987
Donations from Private Sources	209,854	192,580	17,274
Total - Income	\$ 77,735,068	\$ 77,566,679	\$ 167,938
Expense			
Salaries	\$ 33,292,139	\$ 29,038,187	\$ (4,253,951)
Bonus	862,293	734,928	(127,365)
SPED Salaries	1,714,695	3,604,957	1,890,262
SPED Bonus	198,914	4,085	(194,829)
Retirement Contributions (PERS)	7,586,131	9,698,489	2,112,358
Total Salaries and PERS	43,654,171	43,080,647	(573,525)
Employee Taxes and Benefits	5,298,655	5,671,737	373,082
Total Salaries and Benefits	\$ 48,952,826	\$ 48,752,384	\$ (200,443)
Tuition Reimbursement	\$ 30,945	\$ 66,000	\$ 35,055
Training and Development	\$ 97,861	77,500	(20,361)
Affiliation Fee Training	192,020	346,827	154,807
Consumables	\$ 1,515,017	1,425,500	(89,517)
Supplies	\$ 1,008,194	824,516	(183,678)
SPED Supplies	\$ 58,465	149,511	91,046
Textbooks	\$ 512,052	-	(512,052)
Technology	\$ 755,498	41,522	(713,976)
SPED - Contracted Services	\$ 1,256,863	1,768,590	511,727
Substitute Services	\$ 1,106,374	620,575	(485,799)
Contracted Services - Data Analysis	\$ -	90,000	90,000
Athletics	\$ 171,894	205,000	33,106
Affiliation Fee Inc	\$ 341,664	346,827	5,163
Professional Services	\$ 5,546,295	5,070,012	(476,283)
State Administrative Fee	\$ 862,844	882,696	19,852
Operations	\$ 827,435	717,729	(109,705)
Food Expenditures	\$ 2,034,602	2,250,537	215,934
Building Operations and Maintenance	\$ 2,609,083	2,456,346	(152,737)
Utilities	\$ 1,436,312	1,352,020	(84,292)
Total - Expense	\$ 69,348,409	\$ 67,474,092	\$ (1,874,317)
Other Income and Expenses			
Depreciation	3,361,460	-	(3,361,460)
Miscellaneous	(3,867)	220,850	224,717
Amortization	90,658	-	(90,658)
Interest Income	\$ 1,230,246	-	1,230,246
Interest Expense	6,087,558	9,871,100	3,783,542
Net Income	\$ 81,097	\$ 638	\$ 80,460

40010 - Basic Support per Student	DSA
40012 - English Learners	ELL
40013 - At-Risk Pupil	Risk
40020 - State Special Education Revenue	SPED
41010 - State Government Restricted Funding and Grants-in-Aid	State Grant
42010 - Restricted Grants-in-Aid From the Federal Government Through	Federal Grant
43020 - Daily Sales-Reimbursable Programs	NSLP R
44000 - Contributions and Donations from Private Sources	Donations
44001 - Academica NV Contributions and Donations	Donations
45000 - Miscellaneous	Donations
60010 - Salaries of Regular Employees Paid to Teachers	Salaries
60011 - Bonus - Teachers	Bonus
60013 - SPED - Salaries of Regular Employees Paid to Teachers	SPED Salaries
60014 - SPED - Bonus - Teachers	SPED Bonus
60020 - Salaries of Regular Employees Paid to Instructional Aides or	Salaries
60021 - Bonus - Instructional Aides	Bonus
60022 - SPED - Salaries of Regular Employees Paid to Instructional A	Salaries
60023 - SPED - Bonus - Instructional Aides	Bonus
60030 - Salaries of Regular Employees Paid to Substitute Teachers (V	Salaries
60031 - Bonus - Long Term Subs	Bonus
60036 - Salaries of Regular Employees Paid to Licensed Administratio	Salaries
60037 - Bonus - Licensed Administration	Bonus
60041 - Salaries of Regular Employees Paid to Non-licensed Administr	Salaries
60042 - Bonus - Non-licensed Administration	Bonus
60056 - SPED - Salaries of Regular Employees Paid to Other Licensed	Salaries
60059 - Bonus - Other Licensed Staff	Bonus
60070 - Salaries of Regular Employees Paid to Other Classified / Sup	Salaries
60071 - Bonus - Support Staff	Bonus
60102 - Additional Compensation Paid to Teachers	Taxes
60220 - Employee Benefits for Non-licensed Administration	Taxes
60301 - Employee Insurance	Taxes
60305 - Group Insurance for Teachers	Taxes
60310 - Group Insurance for Instructional Aides or Assistants	Taxes
60325 - Group Insurance for Non-licensed Administration	Taxes
60401 - Social Security	Taxes
60405 - Social Security Contributions for Teachers	Taxes
60406 - SPED - Social Security Contributions for Teachers	Taxes
60410 - Social Security Contributions for Instructional Aides or Ass	Taxes
60411 - SPED - Social Security Contributions for Instructional Aides	Taxes
60415 - Social Security Contributions for Substitute Teachers (Vacan	Taxes
60420 - Social Security Contributions for Licensed Administration	Taxes
60425 - Social Security Contributions for Non-licensed Administratio	Taxes
60435 - Social Security Contributions for Other Classified / Support	Taxes
60500.EB - OPEB Expense - Instruction	PERS
60501 - Retirement Contributions	PERS
60505 - Retirement Contributions for Teachers	PERS
60506 - SPED - Retirement Contributions for Teachers	PERS
60510 - Retirement Contributions for Instructional Aides or Assistan	PERS
60511 - SPED - Retirement Contributions for Instructional Aides or A	PERS
60515 - Retirement Contributions for Substitute Teachers (Vacant Pos	PERS
60520 - Retirement Contributions for Licensed Administration	PERS

60525 - Retirement Contributions for Non-licensed Administration	PERS
60535 - Retirement Contributions for Other Classified / Support Staf	PERS
60601 - Medicare	Taxes
60605 - Medicare Payments for Teachers	Taxes
60606 - SPED - Medicare Payments for Teachers	Taxes
60610 - Medicare Payments for Instructional Aides or Assistants	Taxes
60611 - SPED - Medicare Payments for Instructional Aides or Assistan	Taxes
60615 - Medicare Payments for Substitute Teachers (Vacant Positions)	Taxes
60620 - Medicare Payments for Licensed Administration	Taxes
60625 - Medicare Payments for Non-licensed Administration	Taxes
60635 - Medicare Payments for Other Classified / Support Staff	Taxes
60701 - Unemployment Insurance	Taxes
60705 - Unemployment Compensation for Teachers	Taxes
60706 - SPED - Unemployment Compensation for Teachers	Taxes
60710 - Unemployment Compensation for Instructional Aides or Assista	Taxes
60711 - SPED - Unemployment Compensation for Instructional Aides or	Taxes
60715 - Unemployment Compensation for Substitute Teachers (Vacant Po	Taxes
60720 - Unemployment Compensation for Licensed Administration	Taxes
60725 - Unemployment Compensation for Non-licensed Administration	Taxes
60735 - Unemployment Compensation for Other Classified / Support Sta	Taxes
60801 - Workers' Compensation	Taxes
60805 - Workers' Compensation for Teachers	Taxes
60901 - Health Benefits	Taxes
60905 - Health Benefits for Teachers	Taxes
60906 - SPED - Health Benefits for Teachers	Taxes
60910 - Health Benefits for Instructional Aides or Assistants	Taxes
60911 - SPED - Health Benefits for Instructional Aides or Assistants	Taxes
60915 - Health Benefits for Substitute Teachers (Vacant Positions)	Taxes
60920 - Health Benefits for Licensed Administration	Taxes
60925 - Health Benefits for Non-licensed Administration	Taxes
60935 - Health Benefits for Other Classified / Support Staff	Taxes
61251 - Tuition Reimbursement for Teachers	Tuition Reimbursement
61254 - Tuition Reimbursement for Licensed Administration	Tuition Reimbursement
61256 - Tuition Reimbursement for Other Licensed Staff (including co	Tuition Reimbursement
61257 - Tuition Reimbursement for Other Classified / Support Staff	Tuition Reimbursement
61331 - Training and Development Services - Teachers (Instructional	Training and Development
61332 - Training and Development Services - Instructional Aides or A	Training and Development
61333 - Training and Development Services - Substitute Teachers	Training and Development
61334 - Training and Development Services - Licensed Administrative	Training and Development
61335 - Training and Development Services - Non-Licensed Administrat	Training and Development
61336 - Training and Development Services - Other Licensed Personnel	Training and Development
61337 - Training and Development Services - Other Classified/support	Training and Development
61581 - Travel - Teachers (Instructional Licensed Personnel)	Training and Development
61584 - Travel - Licensed Administrative Personnel	Training and Development
61585 - Travel - Non-Licensed Administrative Personnel	Training and Development
61586 - Travel - Other Licensed Personnel	Training and Development
61589 - Travel - Non-Staff Individuals	Training and Development
62400 - Printing and Binding	Operations
62480 - Supplies/Equipment - Non-tech Furniture and Fixtures	Supplies
62481 - Summer Purchases- Furniture and Fixtures	Summer Purchases
62550 - Supplies - Technology - Software	Technology
62551 - Summer Purchases - Software	Summer Purchases

62552 - SPED - Software	SPED Supplies
62553 - Infinite Campus	Technology
62560 - Supplies Technology-Related	Technology
62561 - Summer Purchases - Computers	Summer Purchases
62610 - General Supplies	Supplies
62611 - Copier Supplies	Supplies
62612 - Custodial Supplies	Supplies
62613 - Summer Purchases - Supplies	Summer Purchases
62614 - Assessment and Testing Materials	Supplies
62615 - SPED Assessment and Testing Materials	SPED Supplies
62616 - SPED Supplies	SPED Supplies
62617 - Office Supplies	Supplies
62618 - Nurse Supplies	Supplies
62619 - Classroom Supplies	Supplies
62630 - Other Supplies	Supplies
62640 - Books and Periodicals	Textbooks
62641 - Textbooks	Textbooks
62642 - SPED Textbooks	SPED Textbooks
62643 - Summer Purchases - Textbooks	Summer Purchases
62644 - Dual Enrollment Textbooks	Textbooks
62670 - Graduation	Graduation
63110 - Professional - Educational Services	Taxes
63111 - Substitute Services	Substitute Services
63112 - Contracted Services - Data Analysis	Contracted Services - Data Analysis
63113 - Athletics	Athletics
63120 - Other Professional Services	Taxes
63121 - Affiliation Fee Training	Affiliation Fee Training
63122 - Affiliation Fee - Battle of the Books	Affiliation Fee Training
63123 - Affiliation Fee Inc	Affiliation Fee Inc
63124 - Legal Fee	Professional Services
63125 - Audit and Tax Services	Professional Services
63126 - Management Fee	Professional Services
63127 - Background/Drug Tests	Professional Services
63128 - SPED - Contracted Services	SPED - Contracted Services
63150 - Other Purchased Services	Professional Services
63151 - State Administrative Fee	State Administrative Fee
63160 - Purchased Professional and Technical Services	Professional Services
63200 - Technical Services	Professional Services
63210 - Other Technical Services	Professional Services
63220 - Telecommunications	Operations
63230 - Communications	Operations
63231 - Internet	Operations
63240 - Data Communications, Internet, Video, T-lines, web-based pro	Operations
63310 - Official/Administrative Services	Professional Services
63311 - Payroll Service Fees	Professional Services
63320 - Advertising	Operations
63330 - Marketing Services	Operations
63340 - Delivery Services / Couriers	Operations
63350 - Postage	Operations
63400 - Student Transportation Services	Operations
63600 - Banking Service Fees	Operations
63610 - Dues and Fees	Operations

- 63611 - Tax Assessment and Collection
- 63630 - Other Purchased Property Services
- 63631 - Alarm Services
- 63632 - Fire Services
- 64100 - Food Service Management
- 64110 - Food Expenditures
- 64250 - Technology Software
- 64260 - Technology-Related Repairs and Maintenance
 - 64270 - Rentals of Computers and Related Equipment
 - 64271 - Copier Fees Monthly
 - 64272 - Copier Fees Overage
- 65100 - Janitorial / Custodial Services
 - 65101 - Janitorial Additional Services
- 65110 - Non Janitorial Cleaning Services
 - 65111 - Lawn Care
- 65200 - Insurance (Other Than Employee Benefits)
 - 65210 - Liability Insurance
 - 65220 - Property Insurance
 - 65310 - Repairs and Maintenance Svcs
 - 65311 - A/C Repairs and Maintenance
 - 65400 - Rental of Land and Buildings
 - 65401 - Portable Lease
- 65405 - Rental of Equipment and Vehicles
- 65500 - Utility Services
 - 65510 - Electricity
 - 65520 - Energy
 - 65530 - Natural Gas
 - 65540 - Water/Sewage
 - 65550 - Garbage / Disposal
- 68320 - Interest
- 68330 - Bond Iss and Debt-Related Costs
- 62470 - EDUCATIONAL SOFTWARE AND RELATED LICENSING FEES
- 60815 - Workers' Compensation for Substitute Teachers (Vacant Positi
- 60820 - Workers' Compensation for Licensed Administration
- 60825 - Workers' Compensation for Non-licensed Administration
- 60835 - Workers' Compensation for Other Classified / Support Staff
 - 60810 - Workers' Compensation for Instructional Aides or Assistants
 - 60806 - SPED - Workers' Compensation for Teachers
- 62600 - Supplies

Operations

- Operations
- Building Operations and Maintenance
- Building Operations and Maintenance
- Food Expenditures
- Food Expenditures

Professional Services

Professional Services

- Operations
- Operations
- Operations
- Building Operations and Maintenance
- Building Operations and Maintenance
- Building Operations and Maintenance
- Building Operations and Maintenance
- Building Operations and Maintenance
- Building Operations and Maintenance
- Building Operations and Maintenance
- Building Operations and Maintenance
- Building Operations and Maintenance
- Building Operations and Maintenance
- Building Operations and Maintenance
- Building Operations and Maintenance

- Building Operations and Maintenance

Utilities

- Utilities
- Utilities
- Utilities
- Utilities
- Utilities
- Utilities

- Interest
- Interest Expense
- Interest Expense
- Supplies
- Taxes
- Taxes
- Taxes
- Taxes
- Taxes
- Taxes
- Supplies

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **OCTOBER 30, 2023**
AGENDA ITEM: **4a - DATA PRESENTATION**
NUMBER OF ENCLOSURES:

SUBJECT: DATA PRESENTATION

ACTION
 CONSENT AGENDA
 INFORMATION
 PUBLIC HEARING

PRESENTER(S): **JESSICA BARR**

PROPOSED WORDING FOR MOTION/ACTION:

FISCAL IMPACT: **No**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **25-35 MINUTES**

BACKGROUND: **JESSICA BARR WILL REVIEW THE SOMERSET DATA.**

SOMERSET NEVADA



SBAC GROWTH

22-23 School Year Academic Achievement, Growth, & Claim Data



RAISING THE BAR

RTB DATA & CONSULTING, LLC

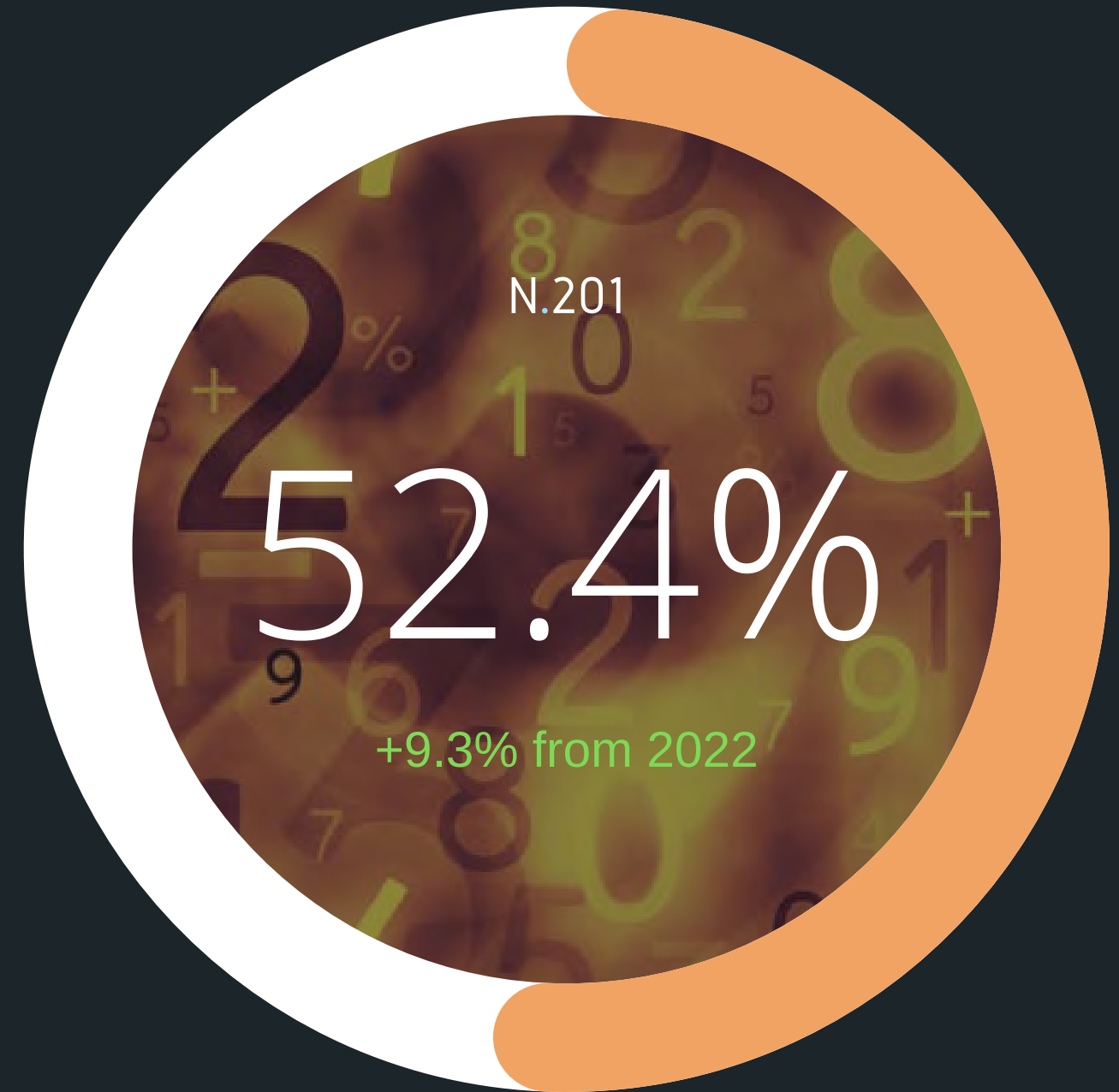
SOMERSET ACADEMY ALIANTE ELEMENTARY SCHOOL



E L A



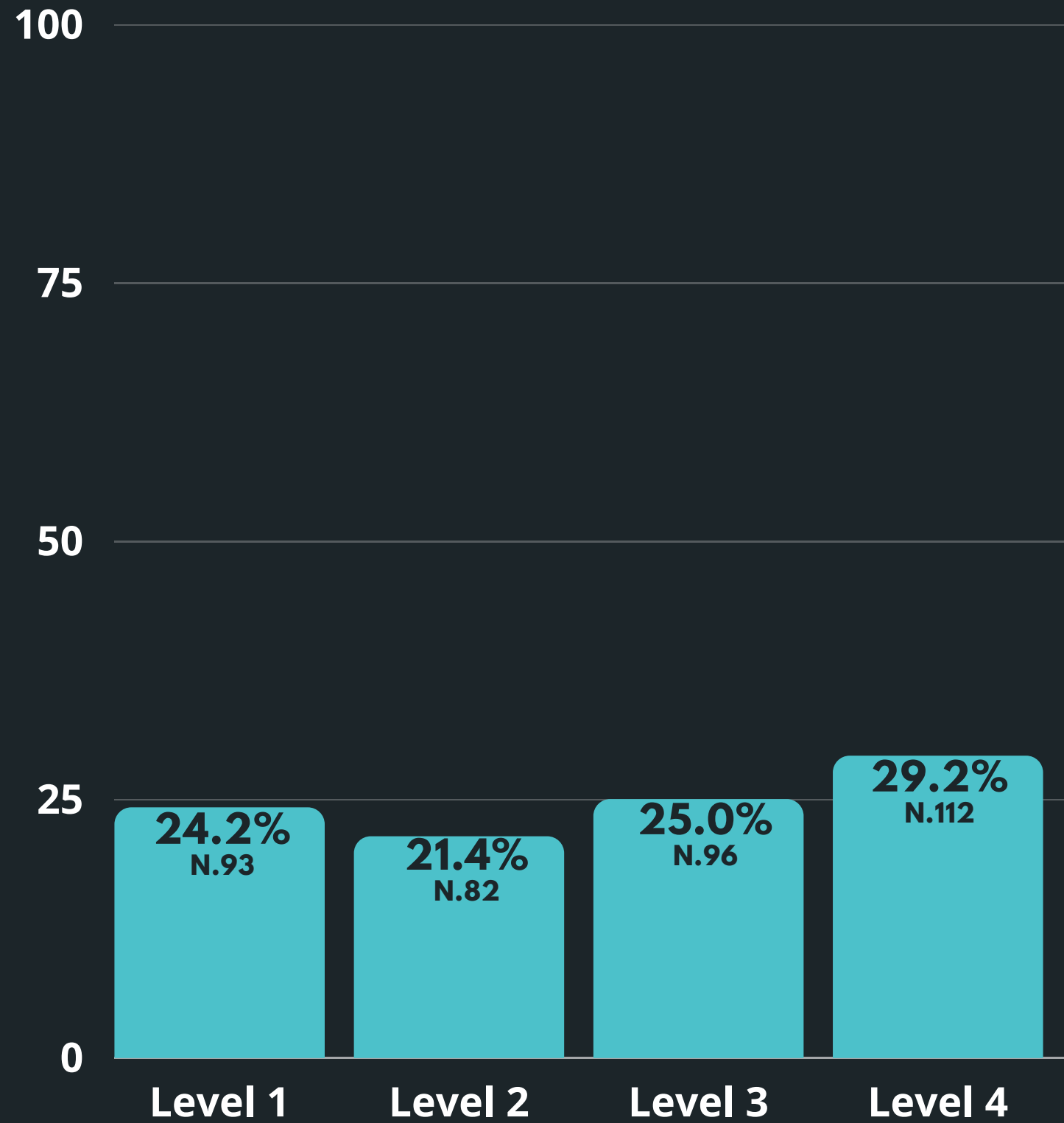
M A T H



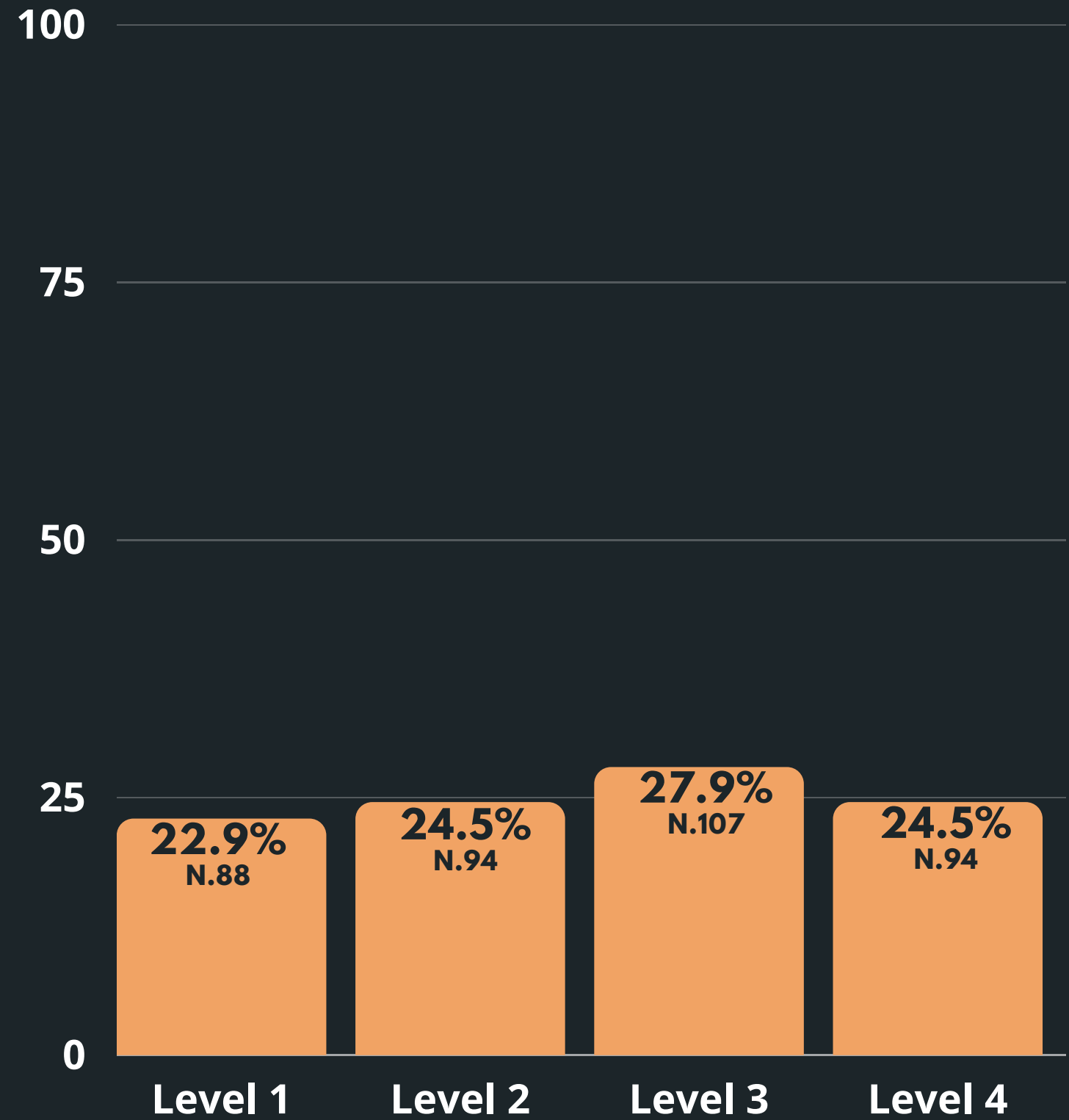
POOLED PROFICIENCY (MATH, ELA, SCIENCE, & NAA) = 50.1%

SOMERSET ACADEMY ALIANTE ELEMENTARY SBAC 2023 OVERALL ACADEMIC ACHIEVEMENT LEVELS

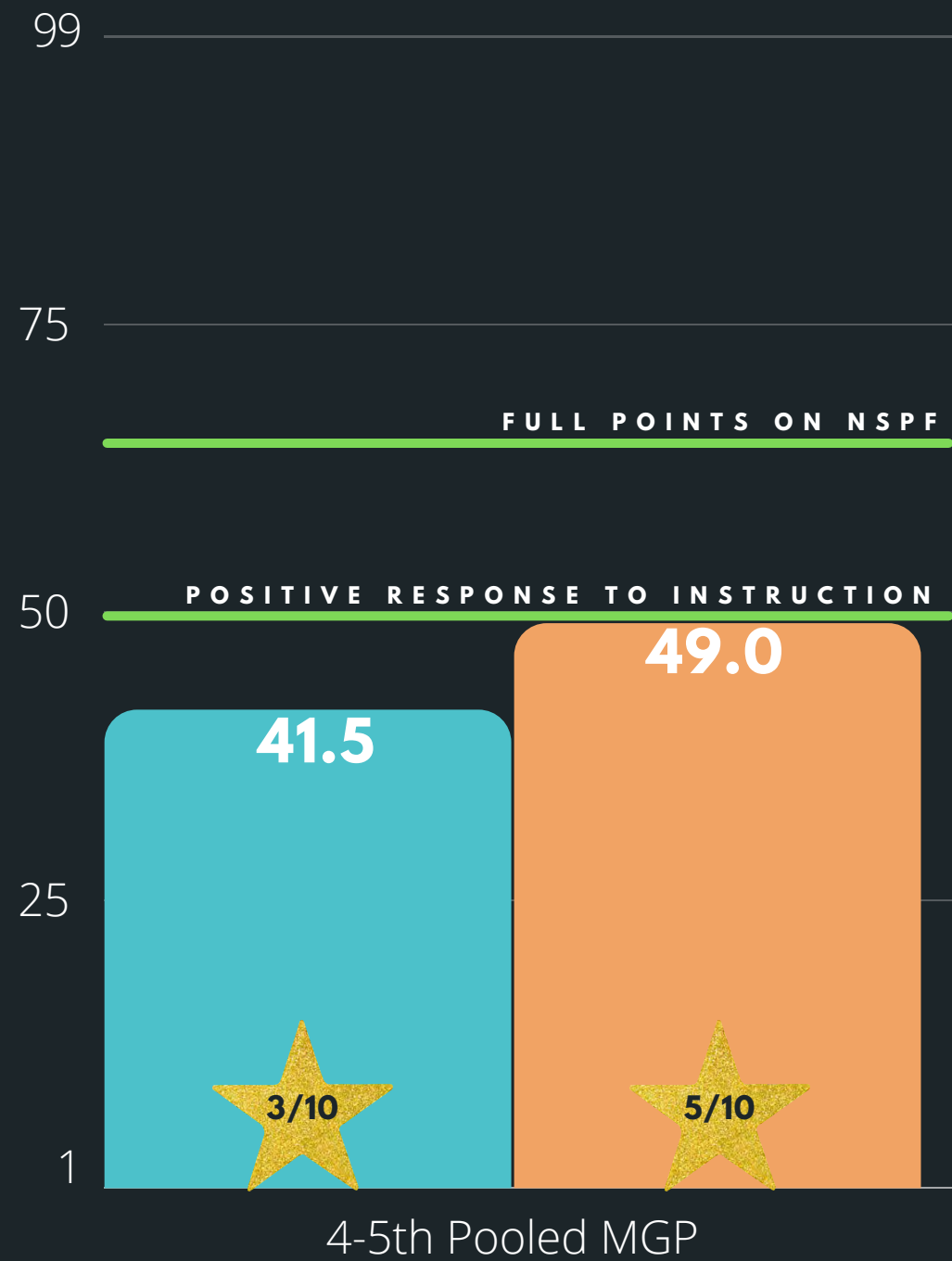
E L A



M A T H

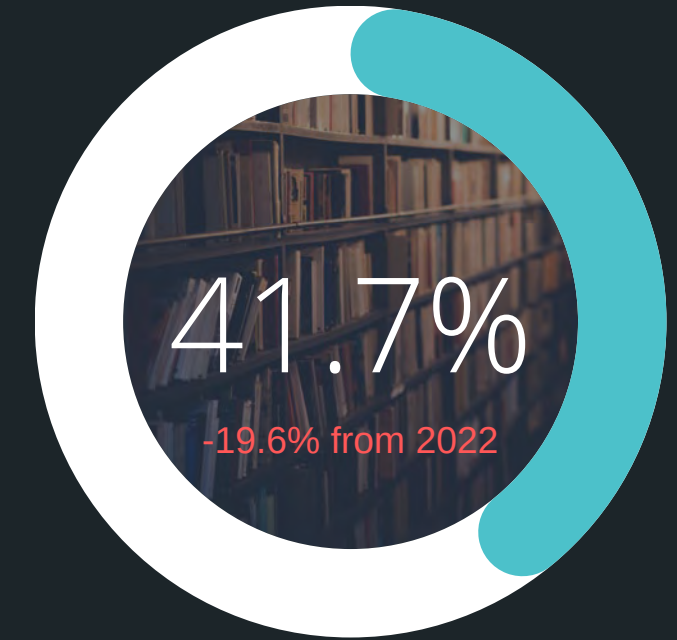


M G P

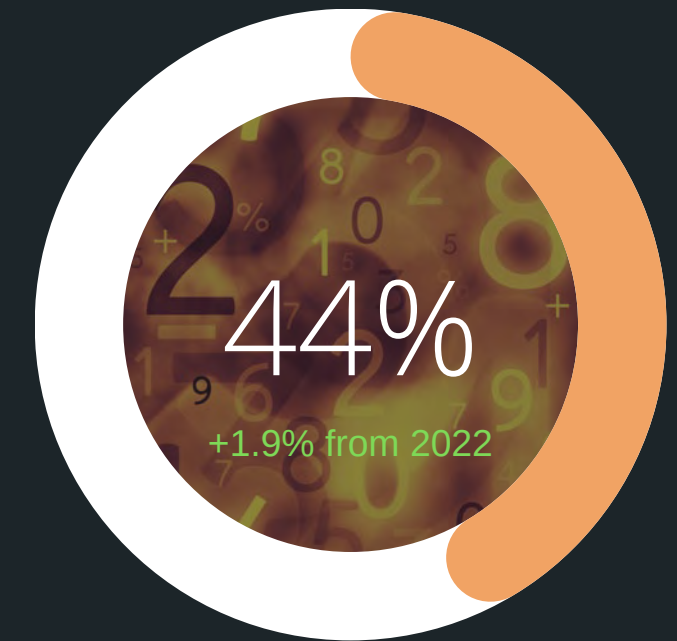


A G P

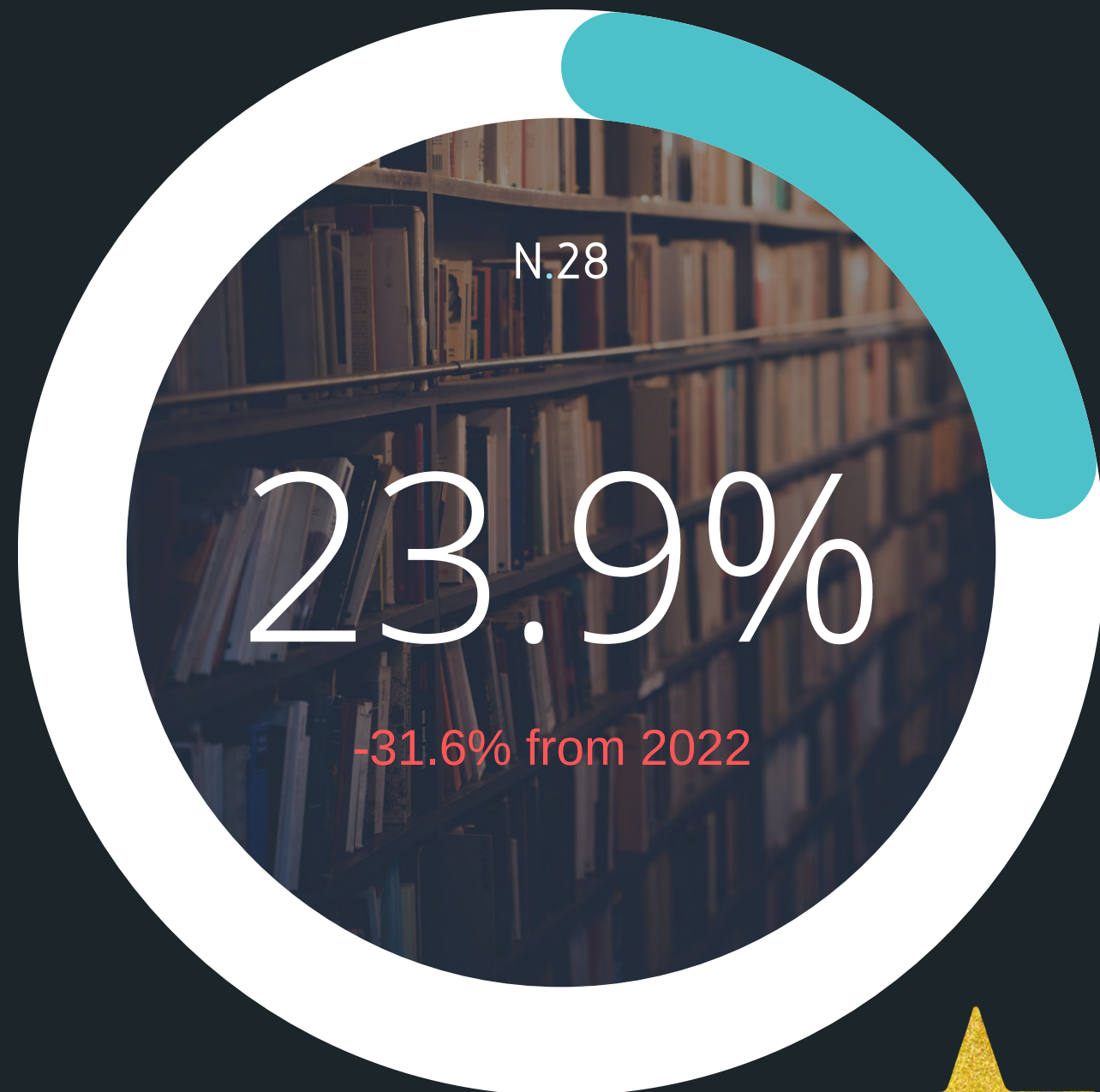
E L A



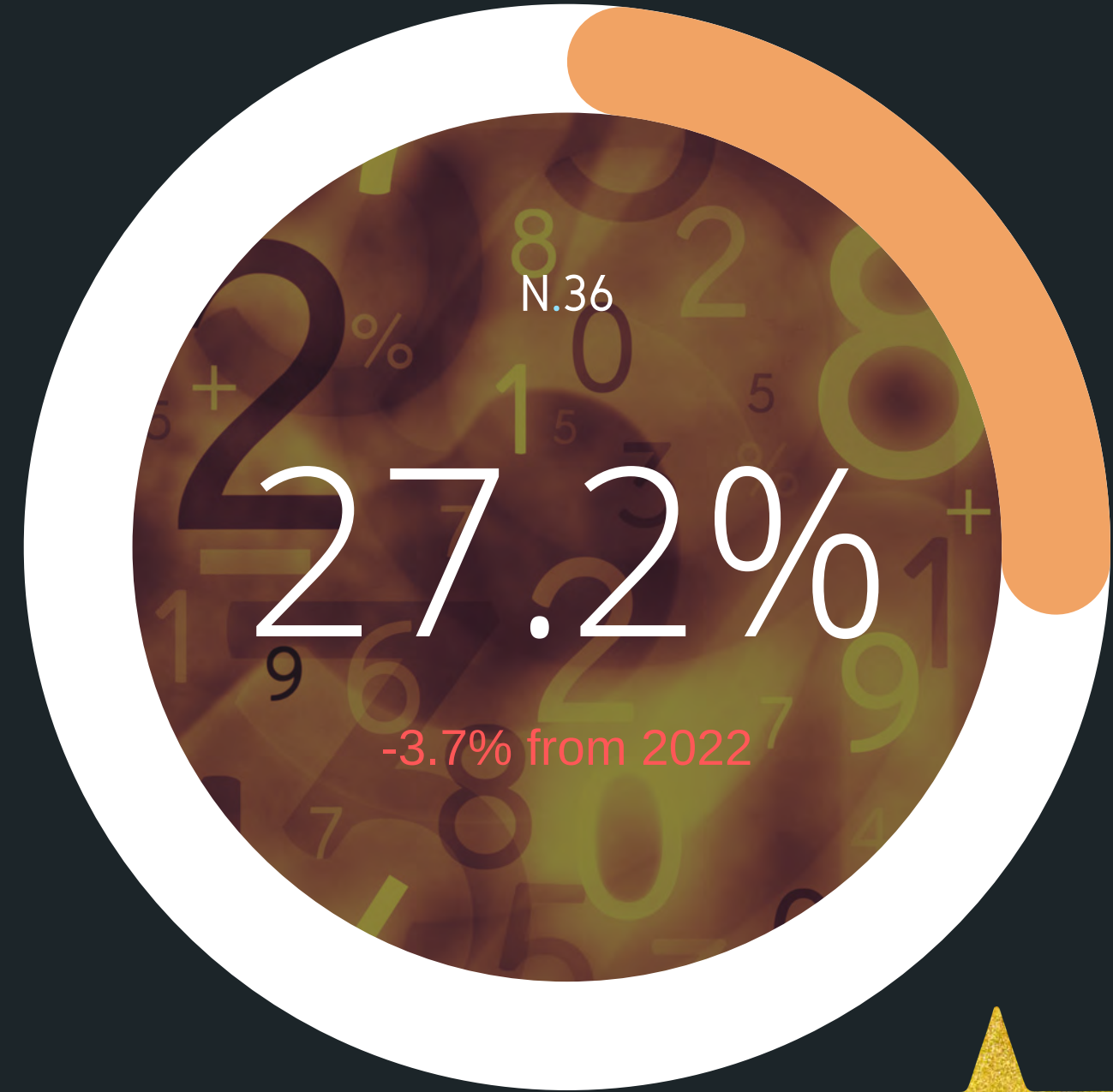
M A T H



E L A



M A T H



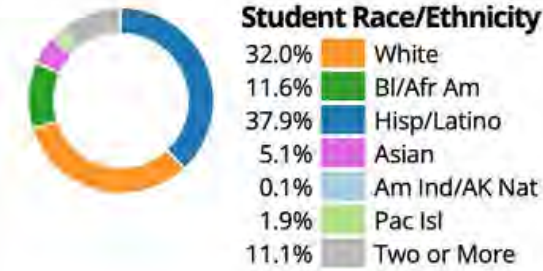
Somerset Academy Aliante

School Year 2022-2023 Nevada School Rating

School Level: Elementary School
 Grade Levels: KG-08
 District: State Public Charter School Authority
 School: 6475 Valley Drive
 Address: North Las Vegas, NV 89084



School Type: SPCSA
 School Designation: No Designation
 95% Assessment Participation: Met



School Performance History

School Year	Index Score/ Star Rating
2021-2022	63.0 NR
2020-2021	49.0 ★★



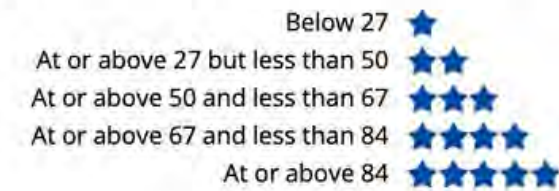
What does my school rating mean?

Three-Star school: Identifies an **adequate** school that has met the state's standard for performance. The all-students group has met expectations for academic achievement or growth. Subgroups meet expectations for academic achievement or growth with little exception; however, no group is far below standard. The school must submit an improvement plan that identifies supports tailored to subgroups and indicators that are below standard.

How are school star ratings determined?

Schools receive points based on student performance across various Indicators and Measures. These points are totaled and divided by the points possible to produce an index score from 1-100. This index score is associated with a one- to five-star school rating.

How are star ratings determined based on total index score?



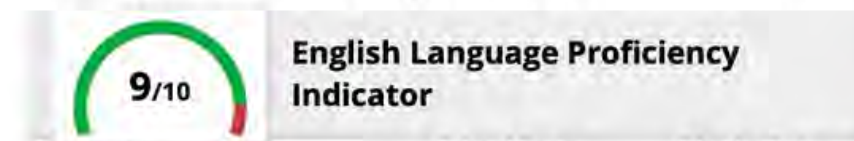
2022-2023 School Performance



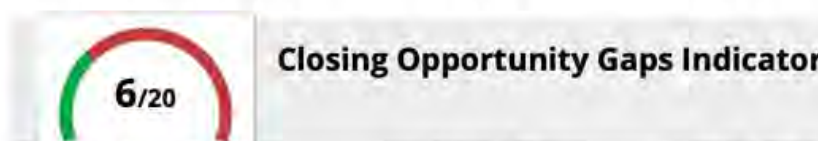
Measure	School Rate	District Rate
Pooled Proficiency	50.1	50.0
Math Proficiency	52.4	52.0
ELA Proficiency	54.3	54.6
Science Proficiency	31.0	29.8
Read-by-Grade-3 Proficiency	62.4	52.6



Measure	School Median	District Median
Math MGP	49.0	55.0
ELA MGP	41.5	55.0
	School Rate	District Rate
Met Math AGP Target	44.0	50.8
Met ELA AGP Target	41.7	52.9



Measure	School Rate	District Rate
Met EL AGP Target	56.5	41.5



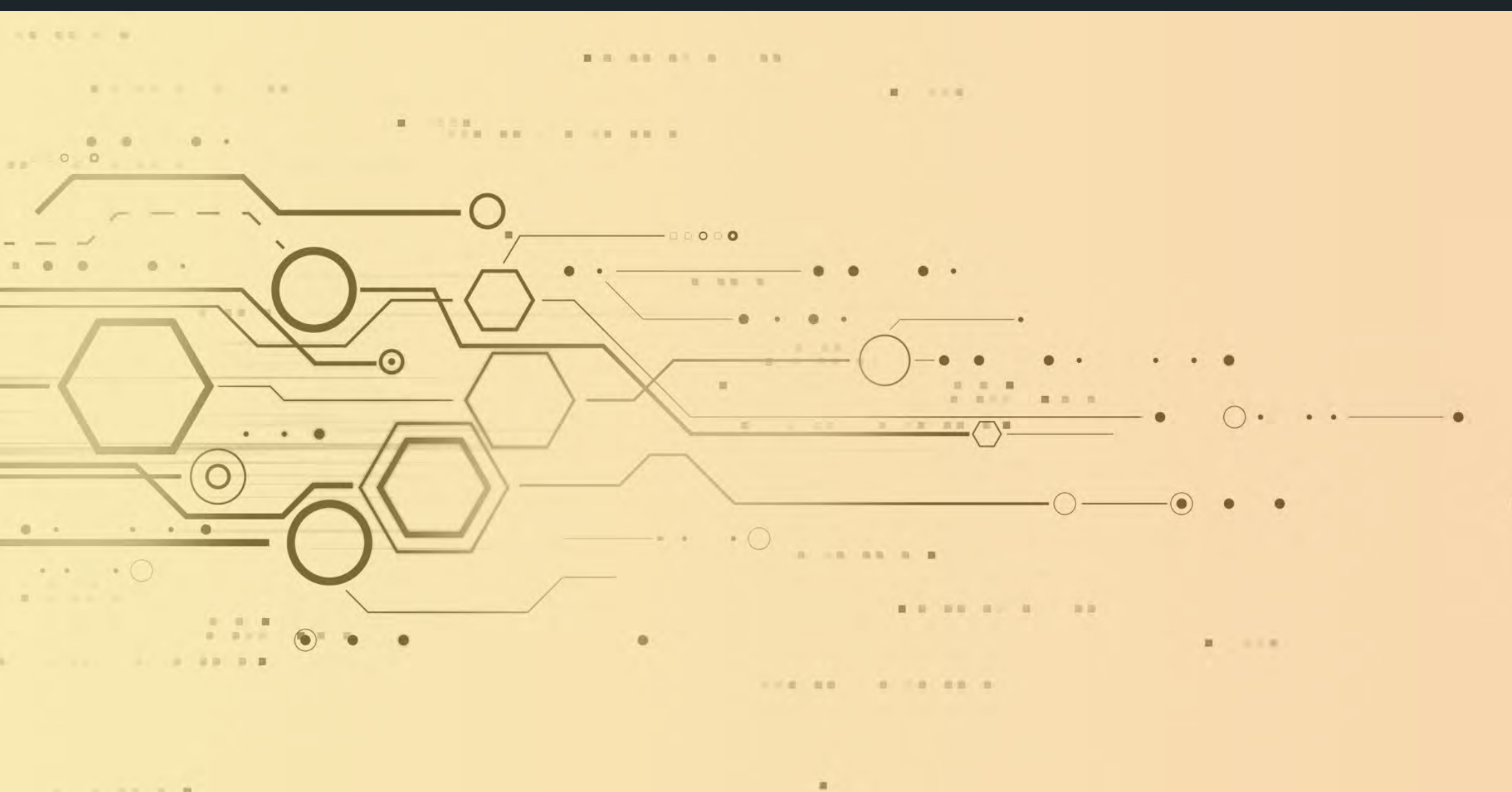
Measure	School Rate	District Rate
Prior Non-Proficient Met	27.2	31.9
Math AGP Target		
Prior Non-Proficient Met	23.9	37.1
ELA AGP Target		



Measure	School Rate	District Rate
Chronic Absenteeism	10.9	22.9
Climate Survey Participation	91.0	N/A

** Reduction in Chronic Absenteeism (CA): Received 1 points in Student Engagement for reducing CA rate by 10% or more over prior year. Climate Survey Participation is not a point-earning measure.

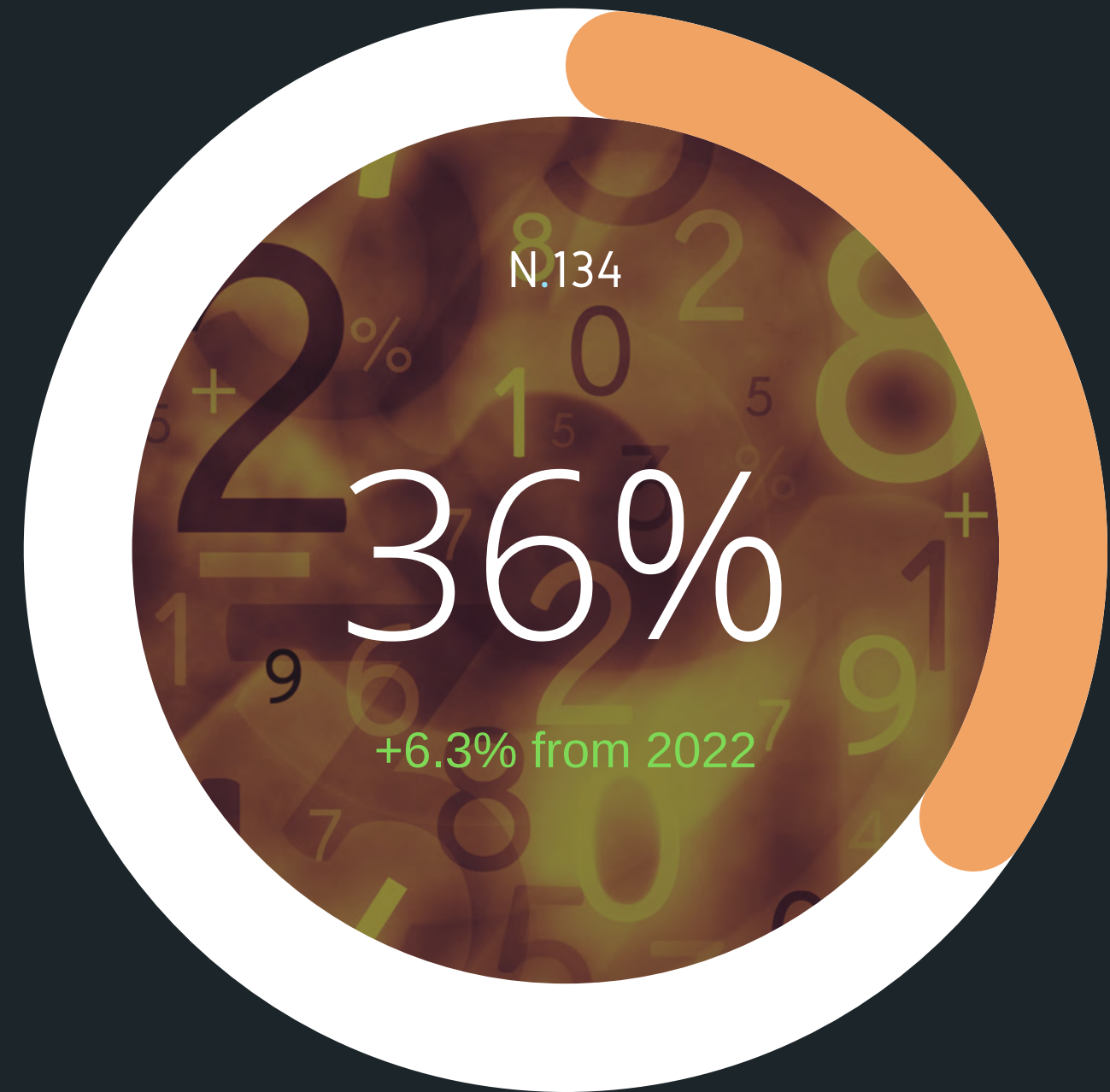
SOMERSET ACADEMY ALIANTE MIDDLE SCHOOL



ELA



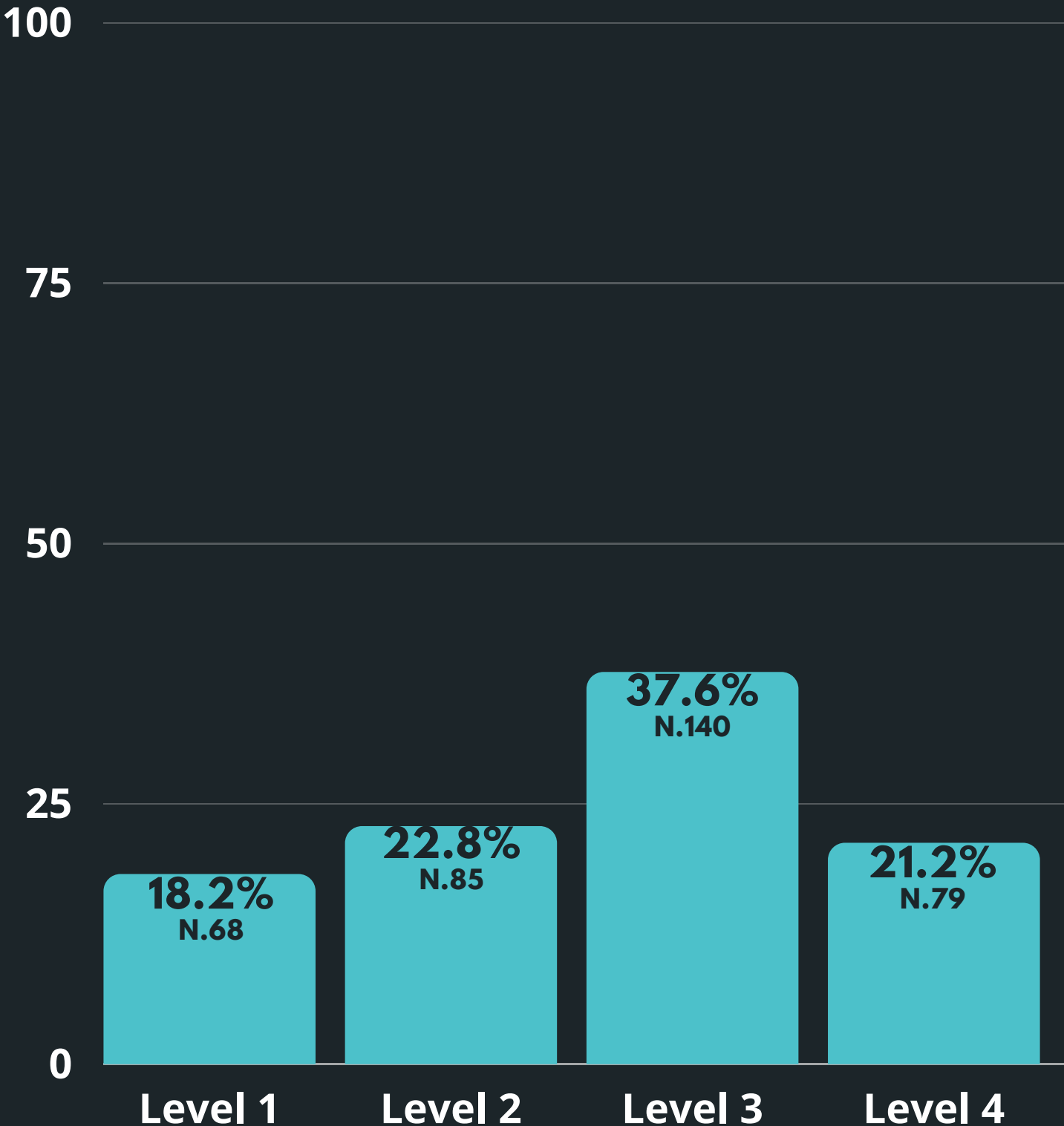
MATH



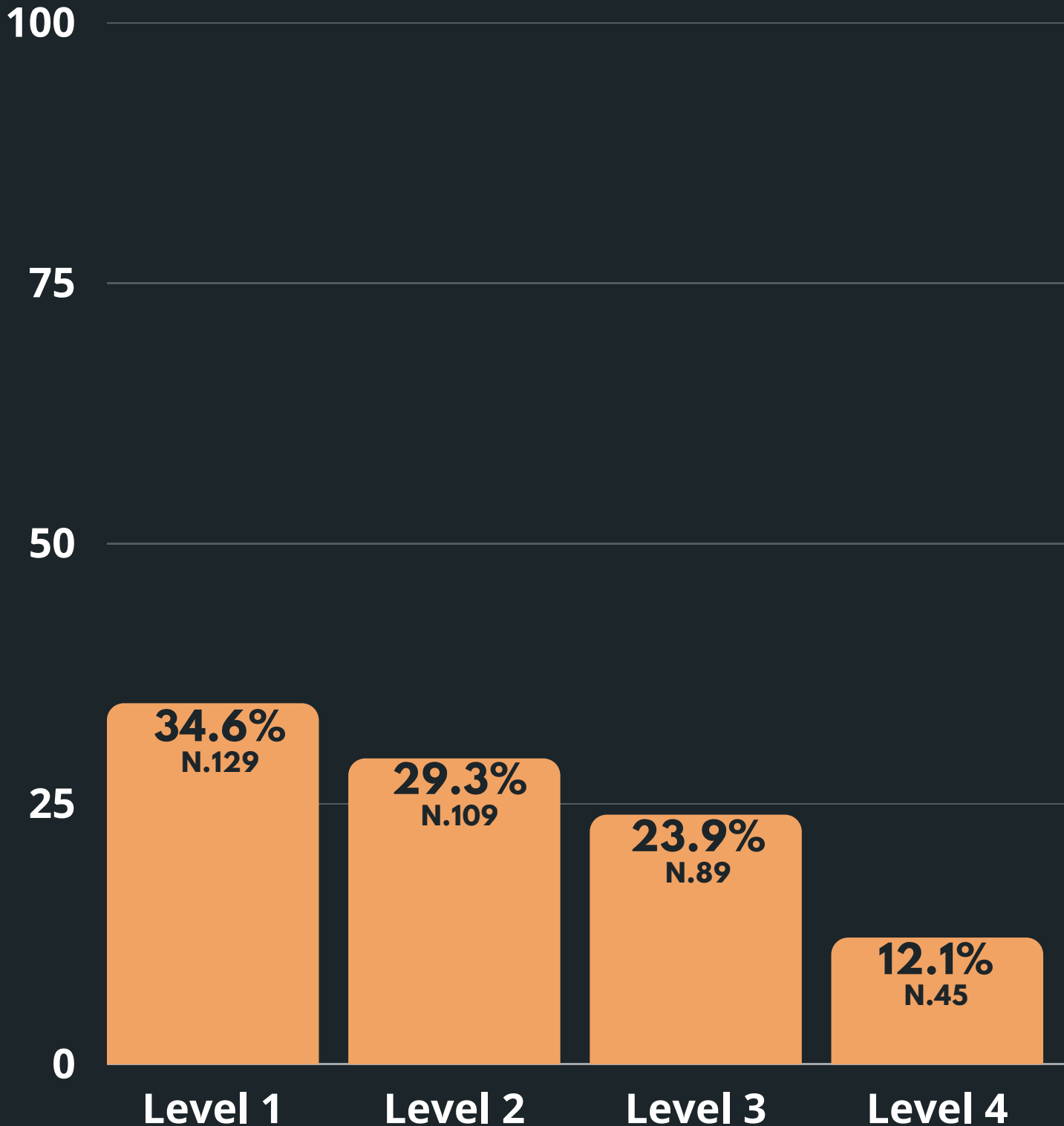
POOLED PROFICIENCY (MATH, ELA, SCIENCE, & NAA) = 45.9%

SOMERSET ACADEMY ALIANTE MIDDLE SCHOOL SBAC 2023 OVERALL ACADEMIC ACHIEVEMENT LEVELS

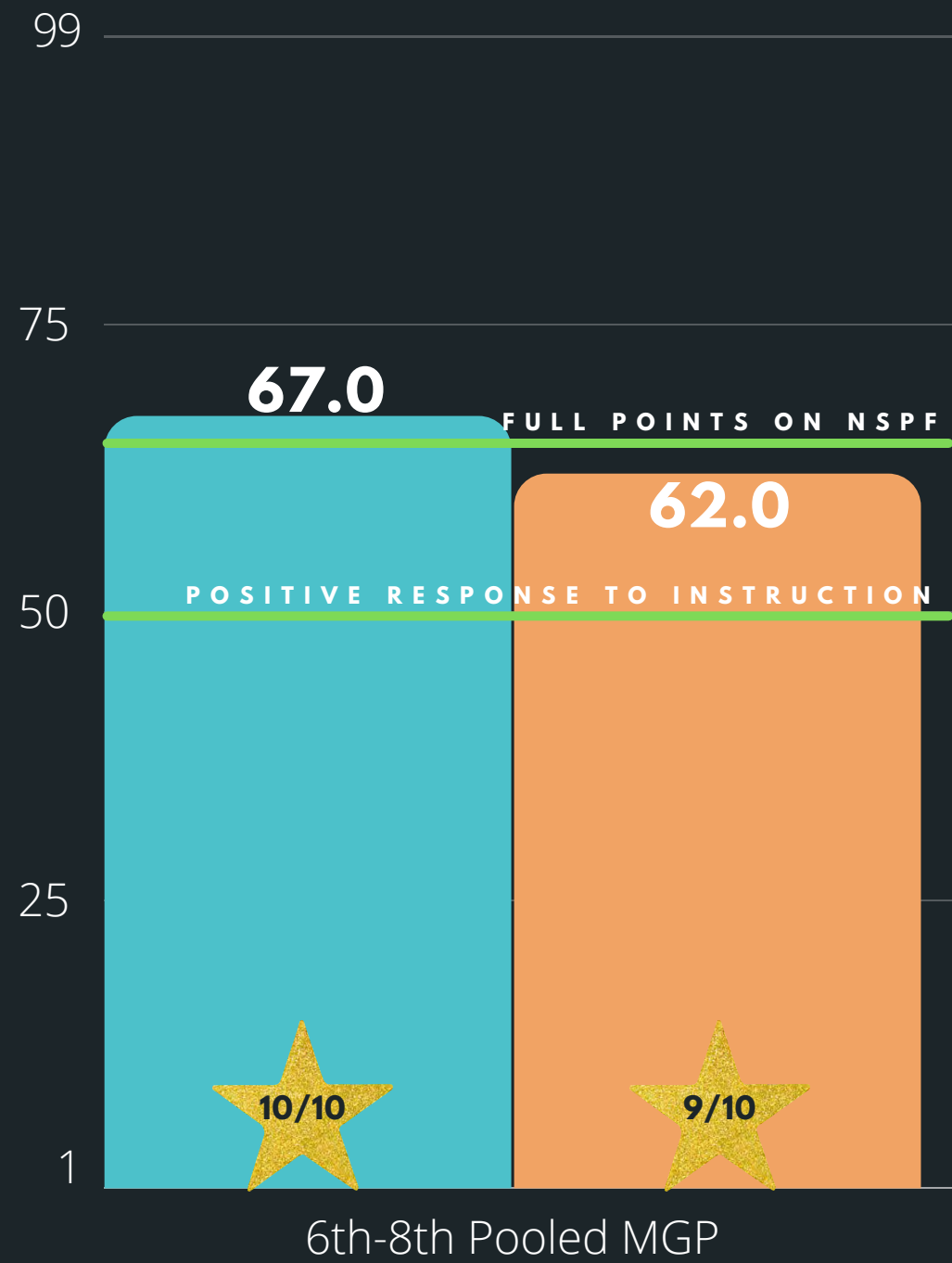
E L A



M A T H



M G P

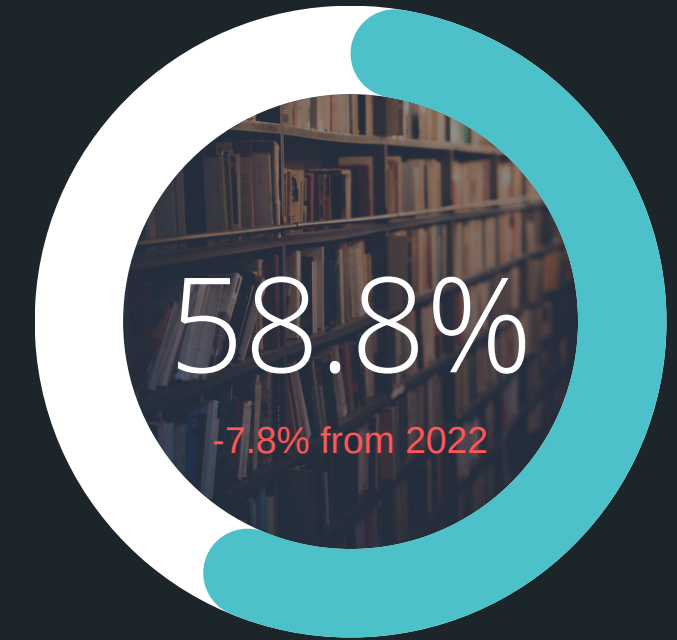


A G P

E L A



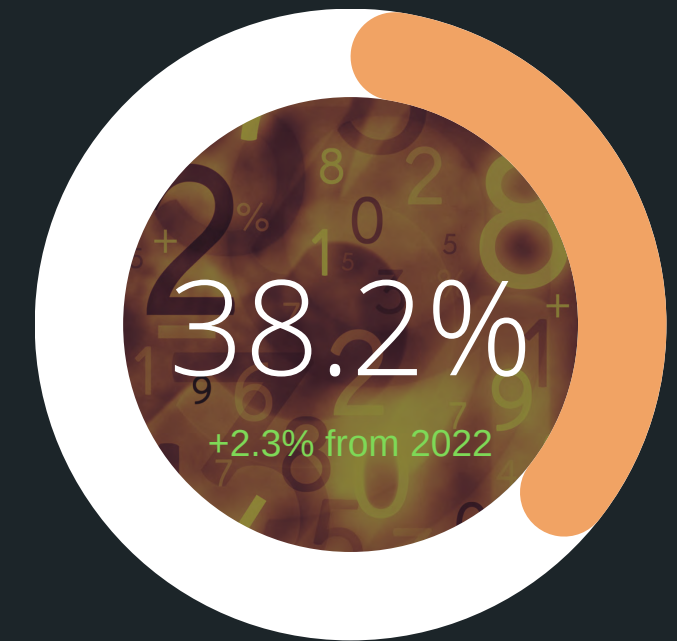
4.5/5



M A T H



4/5



E L A



M A T H



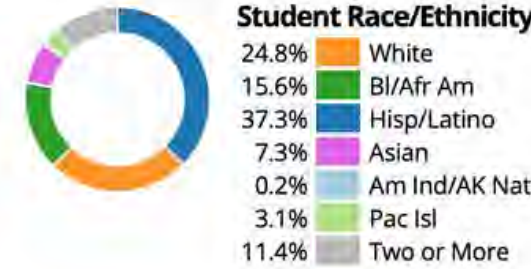
Somerset Academy Aliante

School Year 2022-2023 Nevada School Rating

School Level: Middle School
 Grade Levels: KG-08
 District: State Public Charter School Authority
 School: 6475 Valley Drive
 Address: North Las Vegas, NV 89084

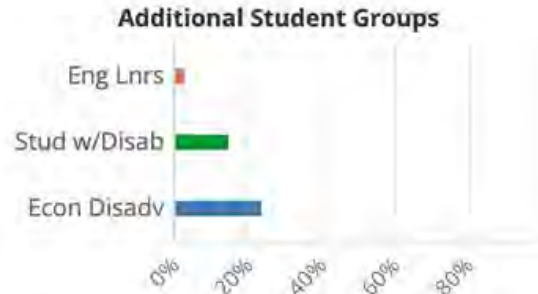


School Type: SPCSA
 School Designation: No Designation
 95% Assessment Participation: Met



School Performance History

School Year	Index Score/ Star Rating
2021-2022	80.0 NR
2020-2021	82.7 ★★★★★



What does my school rating mean?

Four-Star school: Recognizes a **commendable** school that has performed well for all students and subgroups. A four star school demonstrates satisfactory to strong academic performance for all students. Further, the school is successfully promoting academic progress for all student groups as reflected in closing opportunity gaps. The school does not fail to meet expectations for any group on any indicator.

How are school star ratings determined?

Schools receive points based on student performance across various Indicators and Measures. These points are totaled and divided by the points possible to produce an index score from 1-100. This index score is associated with a one- to five-star school rating.

How are star ratings determined based on total index score?

- Below 29 ★
- At or above 29 but less than 50 ★★
- At or above 50 and less than 70 ★★★
- At or above 70 and less than 80 ★★★★
- At or above 80 ★★★★★

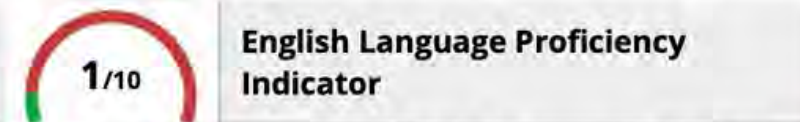
2022-2023 School Performance



Measure	School Rate	District Rate
Pooled Proficiency	45.8	45.7
Math Proficiency	35.8	38.5
ELA Proficiency	58.5	53.4
Science Proficiency	37.6	43.9



Measure	School Median	District Median
Math MGP	62.0	56.0
ELA MGP	67.0	56.0
	School Rate	District Rate
Met Math AGP Target	38.2	40.4
Met ELA AGP Target	58.8	52.8



Measure	School Rate	District Rate
Met EL AGP Target	10.0	29.3



Measure	School Rate	District Rate
Prior Non-Proficient Met	21.2	18.0
Math AGP Target		
Prior Non-Proficient Met	29.2	23.3
ELA AGP Target		



Measure	School Rate	District Rate
Chronic Absenteeism	9.5	18.8
Academic Learning Plans	>95	>95
8th Grade Credit Requirements	93.3	92.7
Climate Survey Participation	93.0	N/A

** Reduction in Chronic Absenteeism (CA): Received 1 points in Student Engagement for reducing CA rate by 10% or more over prior year.

Climate Survey Participation is not a point-earning measure.



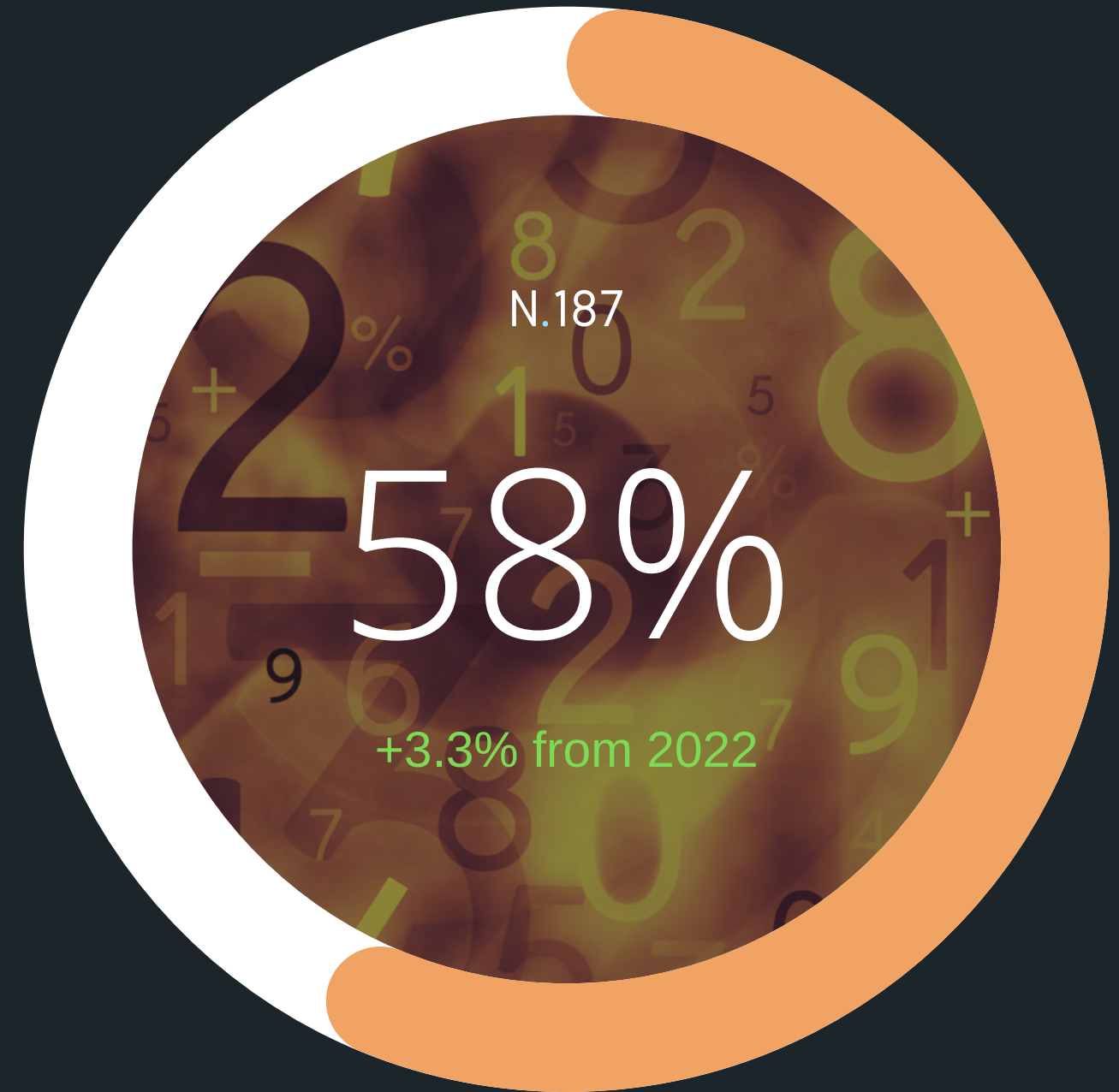
SOMERSET ACADEMY LONE MOUNTAIN ELEMENTARY SCHOOL



E L A



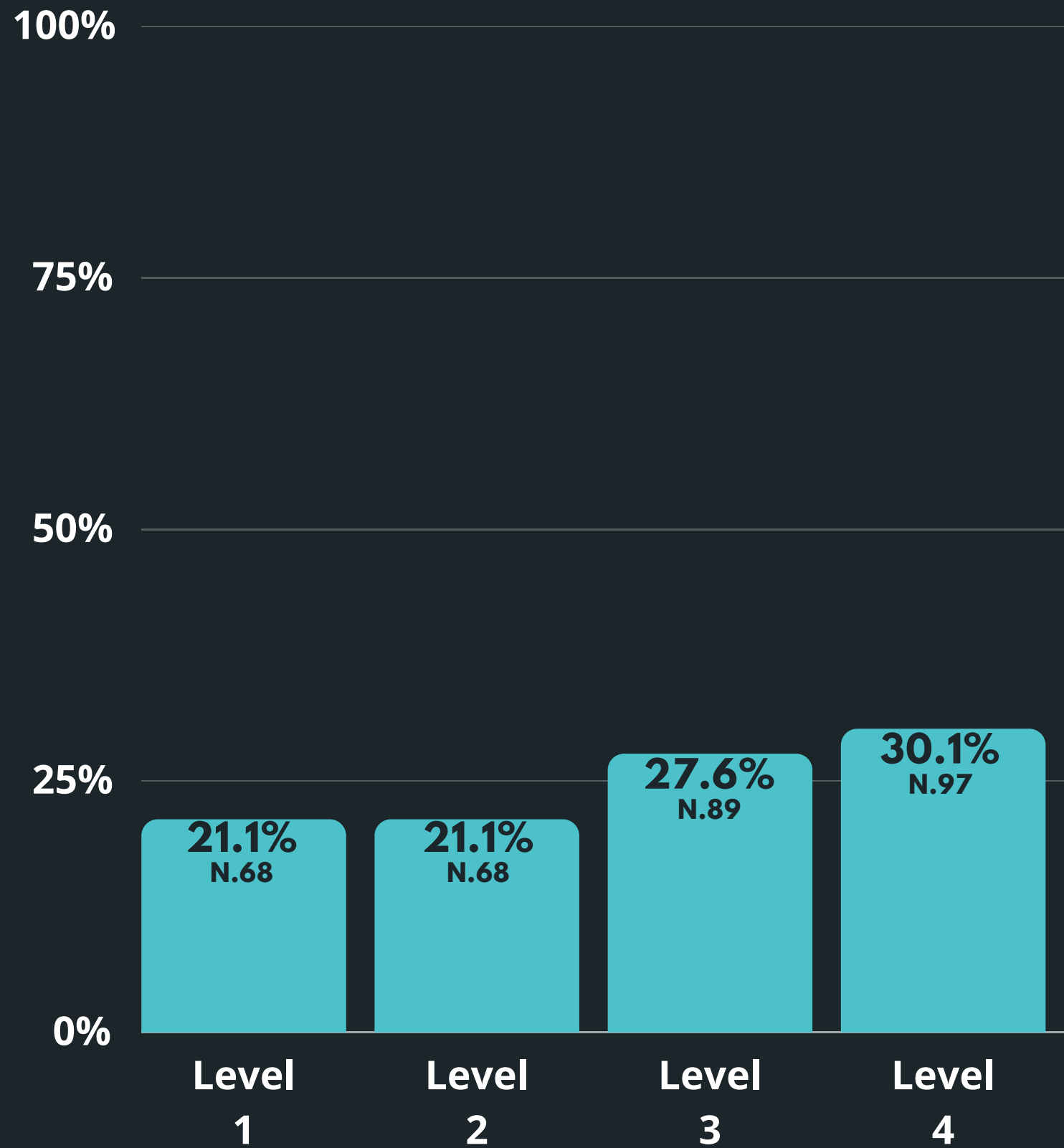
M A T H



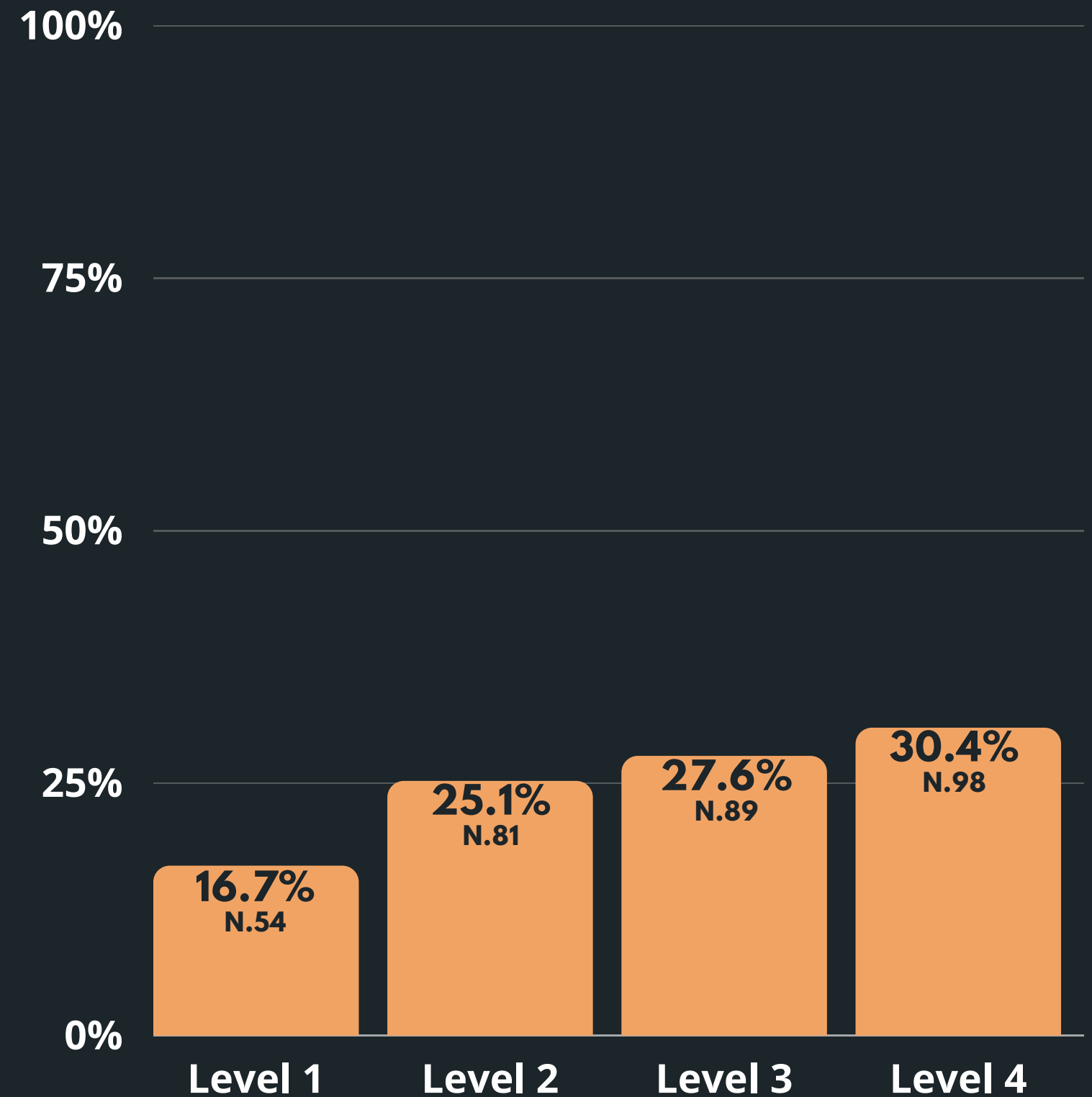
POOLED PROFICIENCY (MATH, ELA, SCIENCE, & NAA) = 52.7%

SOMERSET ACADEMY LONE MOUNTAIN ELEMENTARY SBAC 2023 OVERALL ACADEMIC ACHIEVEMENT LEVELS

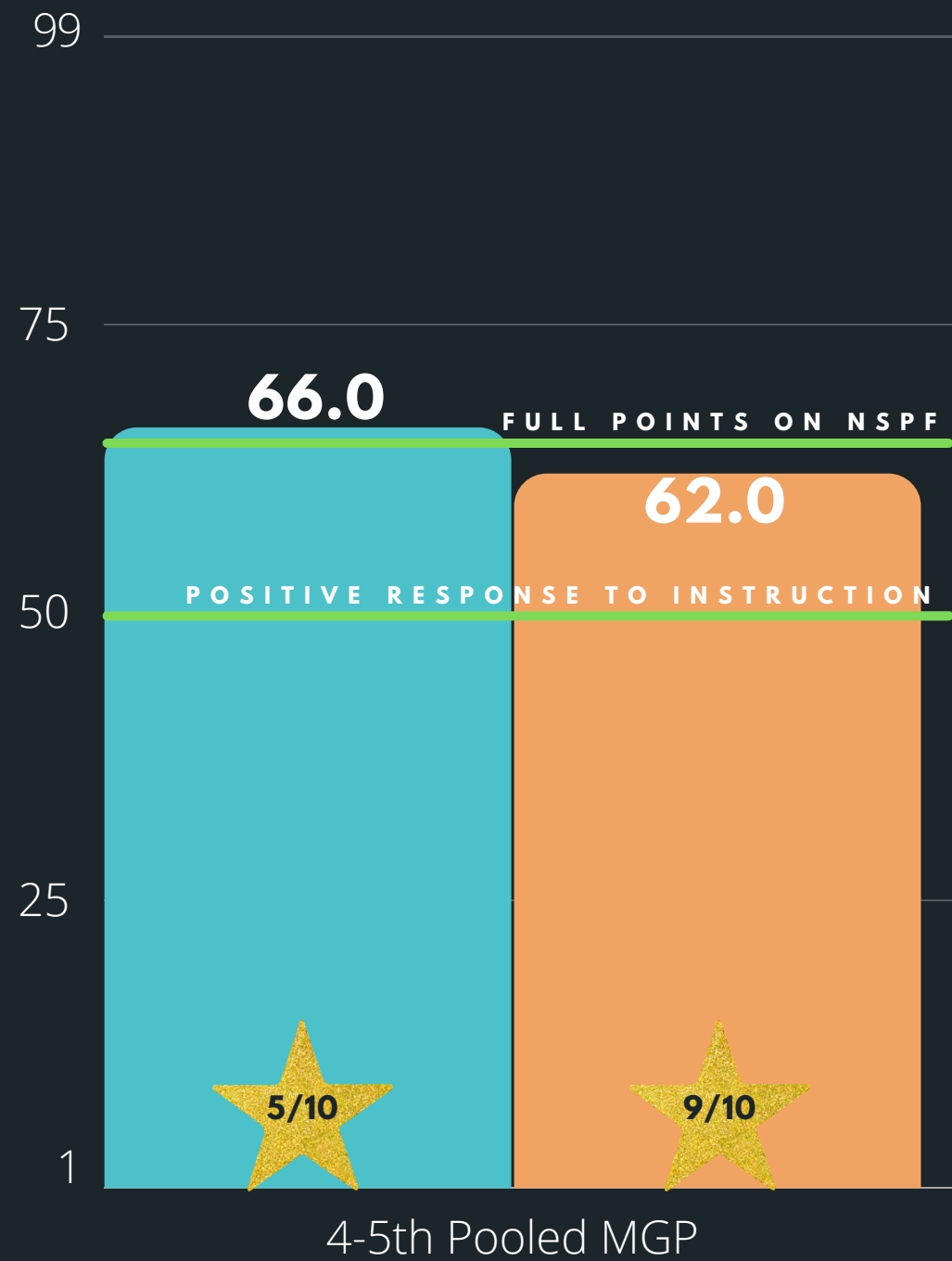
E L A



M A T H

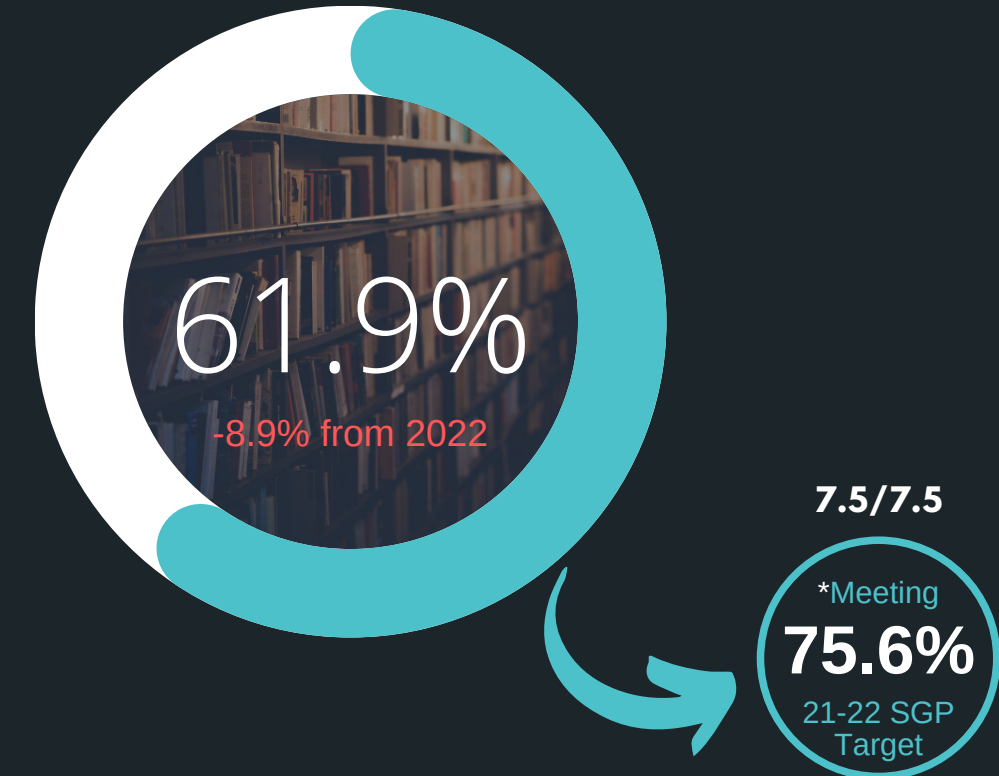


M G P

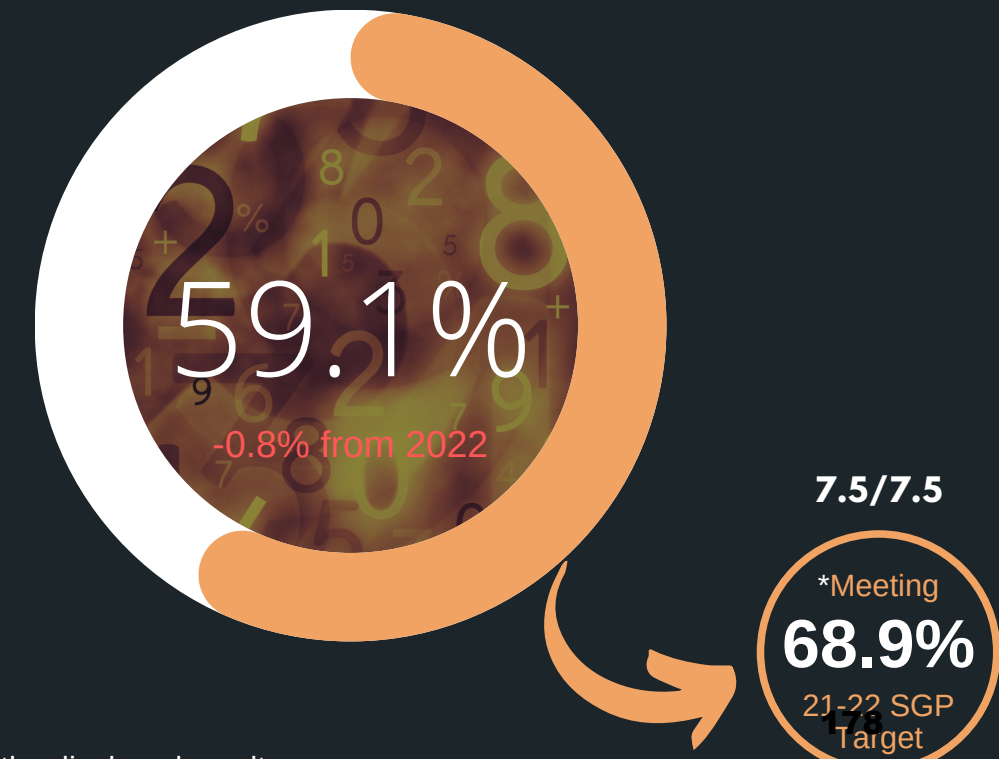


A G P

E L A



M A T H



*Data represented only includes previously enrolled students with known 21-22 3-Year SGP Targets from the 21-22 SBAC Growth File. Students not enrolled in the 21-22 school year, are not included in the displayed results.

E L A



46%

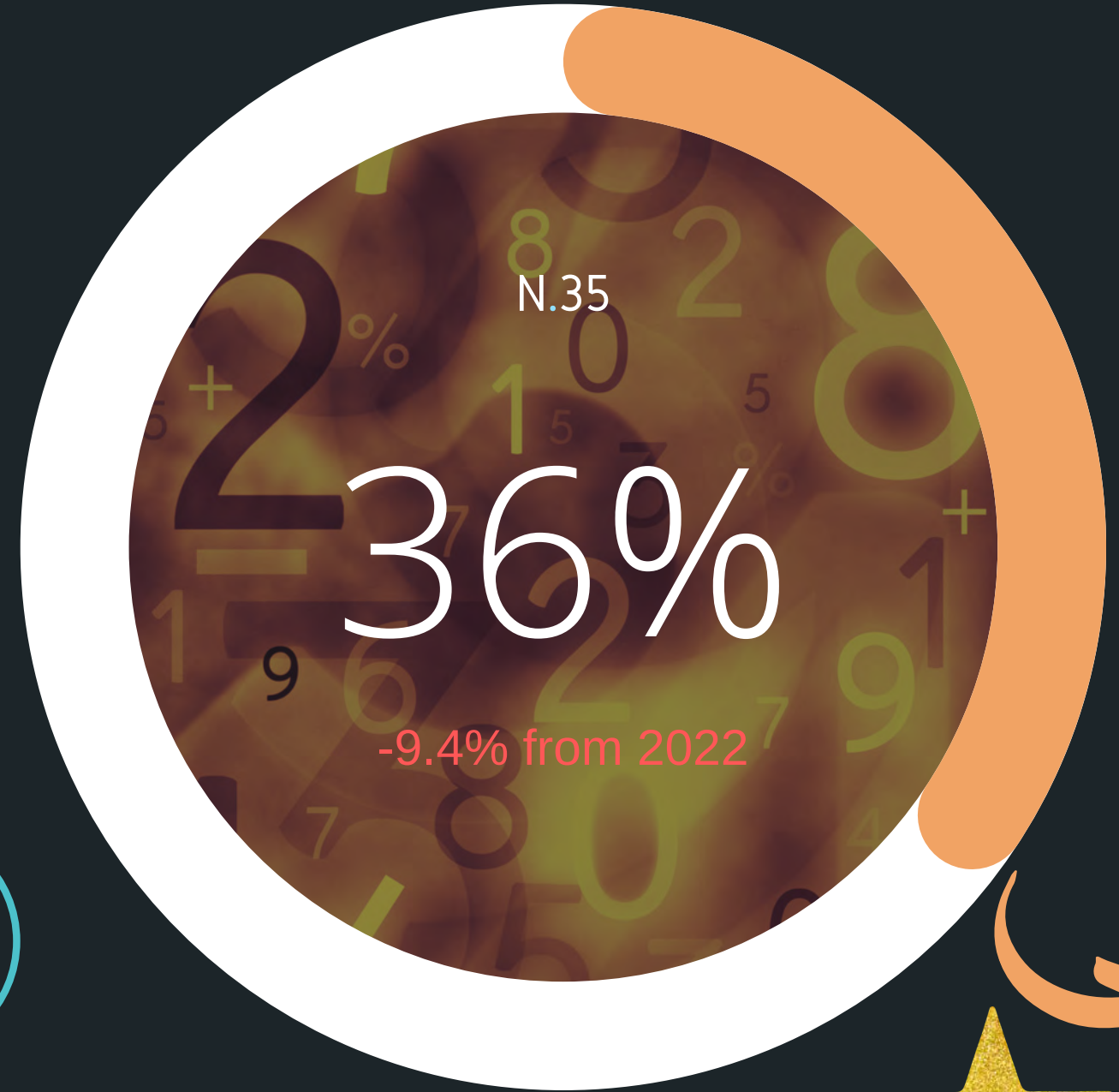
N.46

-14.8% from 2022

10/10



M A T H



36%

N.35

-9.4% from 2022

10/10



*Data represented only includes previously enrolled students with known 21-22 3-Year SGP Targets from the 21-22 SBAC Growth File. Students not enrolled in the 21-22 school year, are not included in the displayed results.

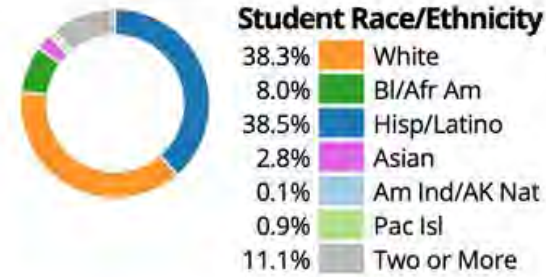
Somerset Academy Lone Mountain

School Year 2022-2023 Nevada School Rating

School Level: Elementary School
 Grade Levels: KG-08
 District: State Public Charter School Authority
 School Address: 4491 N. Rainbow Blvd. Las Vegas, NV 89108

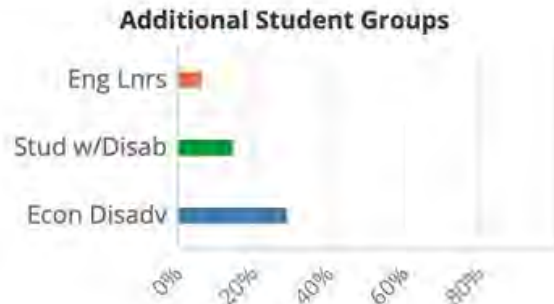


School Type: SPCSA
 School Designation: No Designation
 95% Assessment Participation: Met



School Performance History

School Year	Index Score/Star Rating
2021-2022	79.0 NR
2020-2021	90.5 ★★★★★



What does my school rating mean?

Five-Star school: Recognizes a **superior** school that exceeds expectations for all students and subgroups on every indicator category with little or no exception. A five star school demonstrates superior academic performance and growth with no opportunity gaps. The school does not fail to meet expectations for any group on any indicator. These schools are recognized for distinguished performance.

How are school star ratings determined?

Schools receive points based on student performance across various Indicators and Measures. These points are totaled and divided by the points possible to produce an index score from 1-100. This index score is associated with a one- to five-star school rating.

How are star ratings determined based on total index score?

- Below 27 ★
- At or above 27 but less than 50 ★★
- At or above 50 and less than 67 ★★★
- At or above 67 and less than 84 ★★★★
- At or above 84 ★★★★★

2022-2023 School Performance

18/25 Academic Achievement Indicator

Measure	School Rate	District Rate
Pooled Proficiency	52.7	50.0
Math Proficiency	57.8	52.0
ELA Proficiency	57.5	54.6
Science Proficiency	23.4	29.8
Read-by-Grade-3 Proficiency	54.8	52.6

33.5/35 Growth Indicator

Measure	School Median	District Median
Math MGP	62.0	55.0
ELA MGP	66.0	55.0
	School Rate	District Rate
Met Math AGP Target	59.1	50.8
Met ELA AGP Target	61.9	52.9

10/10 English Language Proficiency Indicator

Measure	School Rate	District Rate
Met EL AGP Target	57.6	41.5

16/20 Closing Opportunity Gaps Indicator

Measure	School Rate	District Rate
Prior Non-Proficient Met	36.0	31.9
Math AGP Target		
Prior Non-Proficient Met	46.0	37.1
ELA AGP Target		

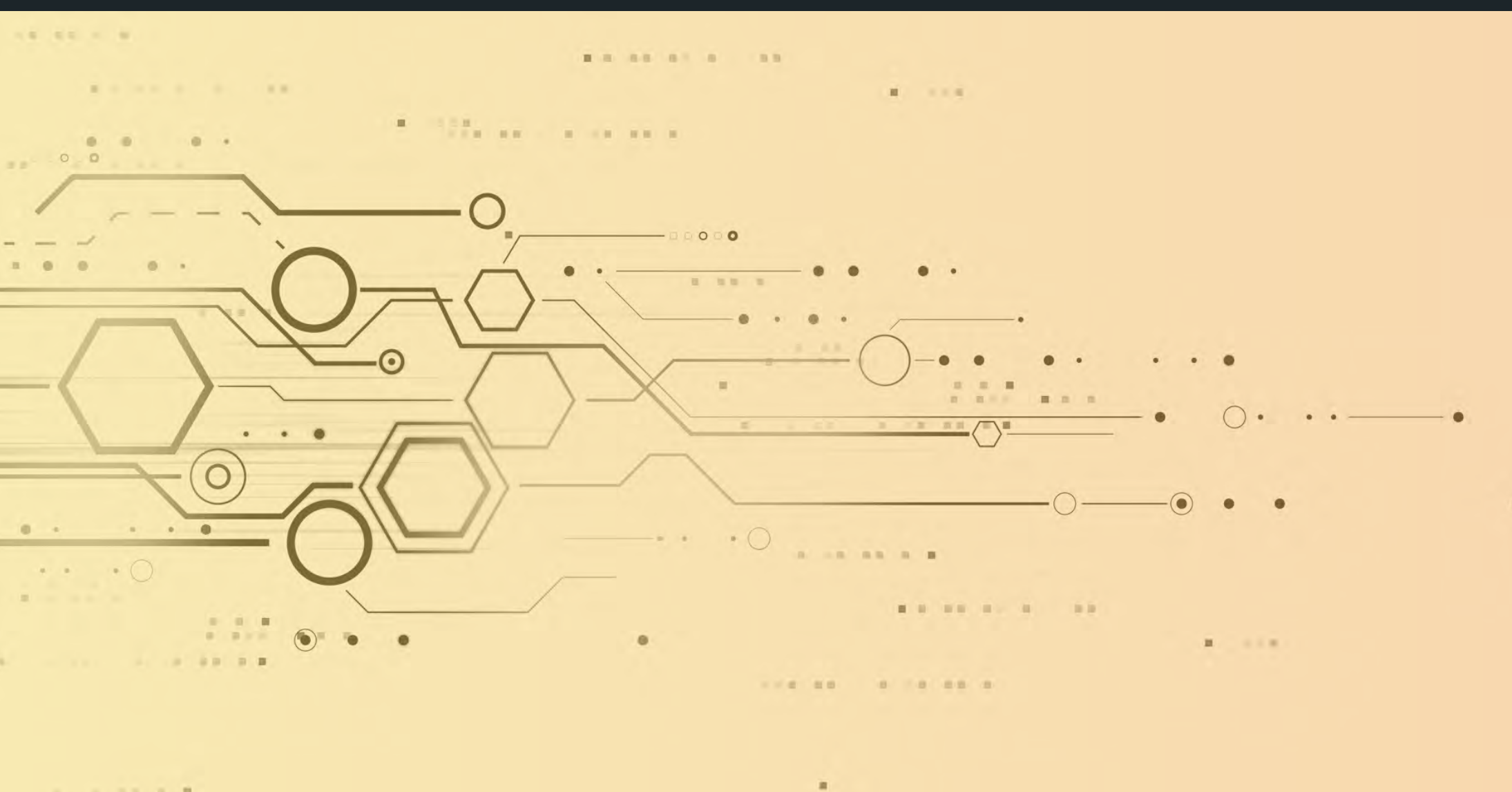
8/10 Student Engagement Indicator

Measure	School Rate	District Rate
Chronic Absenteeism	8.0	22.9
Climate Survey Participation	>95	N/A

Climate Survey Participation is not a point-earning measure.



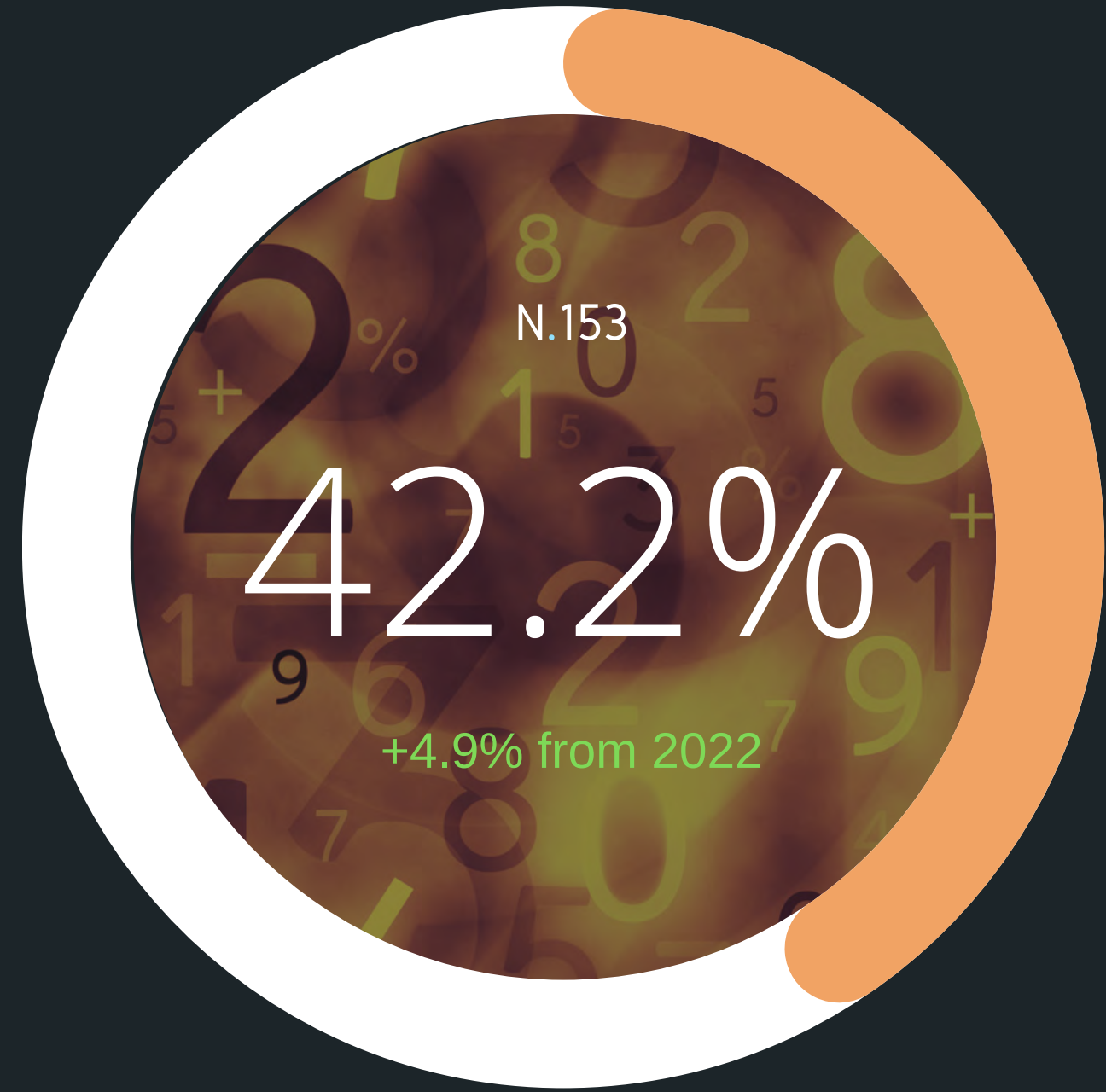
SOMERSET ACADEMY LONE MOUNTAIN MIDDLE SCHOOL



ELA



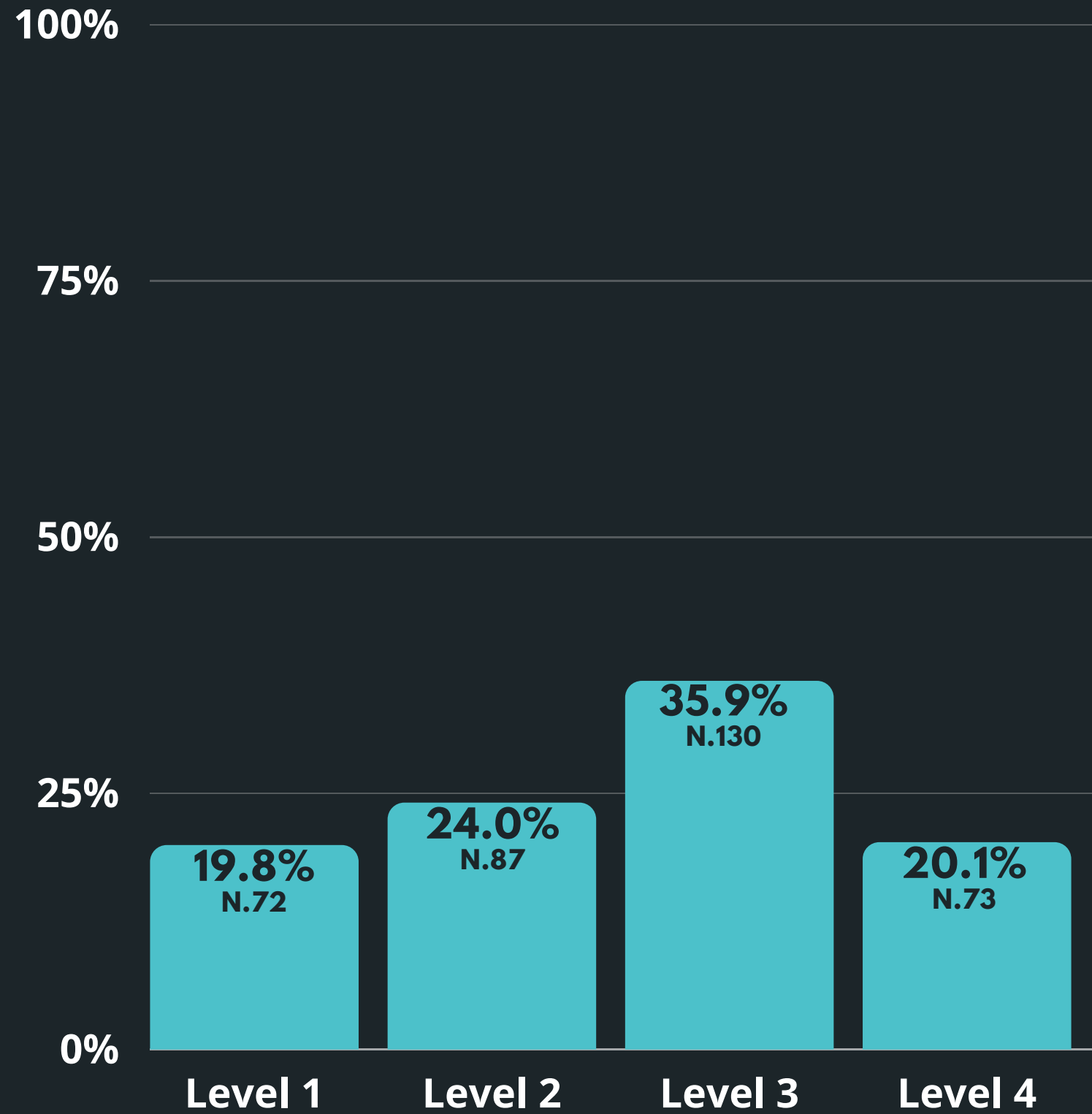
MATH



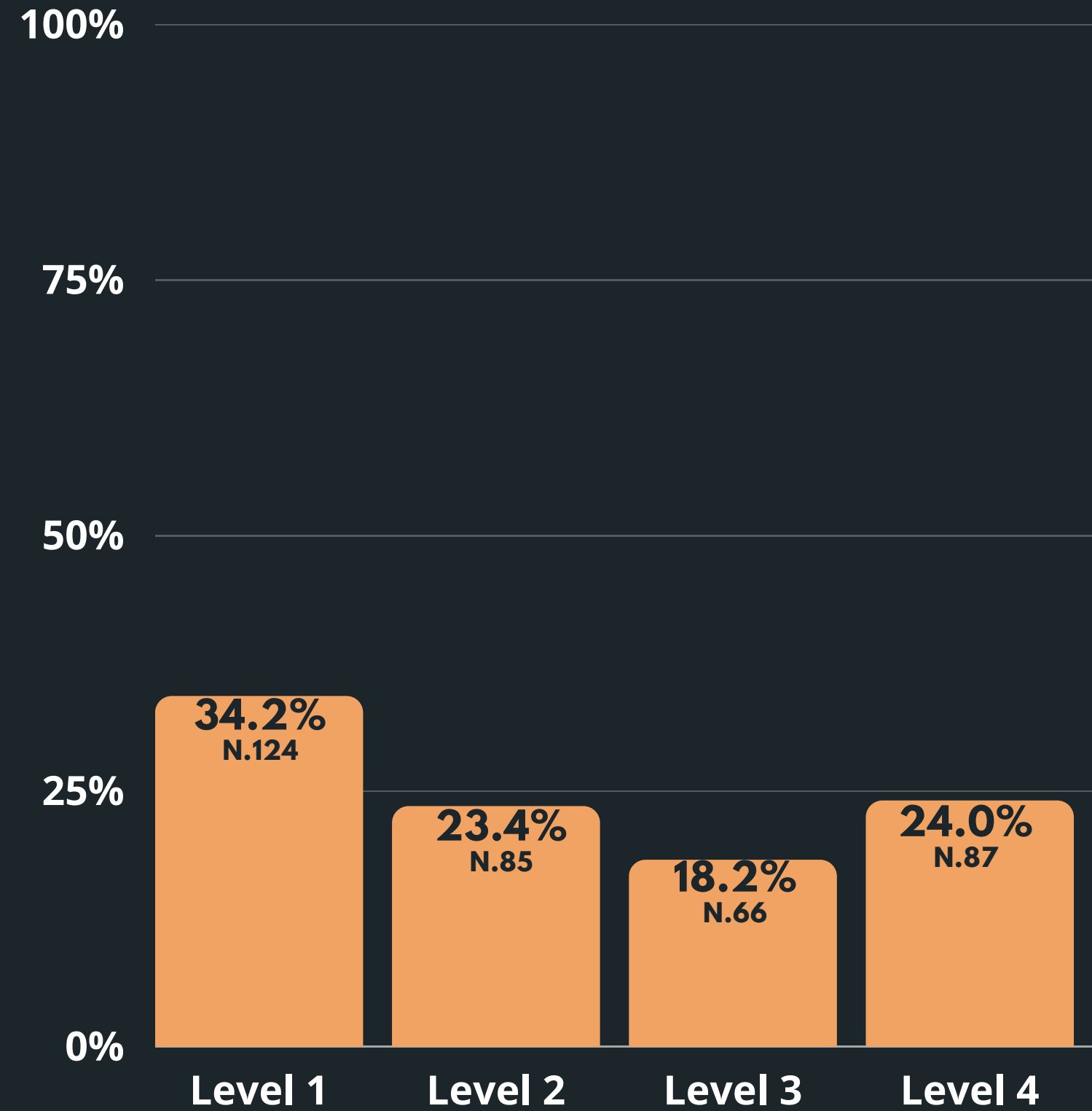
POOLED PROFICIENCY (MATH, ELA, SCIENCE, & NAA) = 49.5%

SOMERSET ACADEMY LONE MOUNTAIN MIDDLE SCHOOL SBAC 2023 OVERALL ACADEMIC ACHIEVEMENT LEVELS

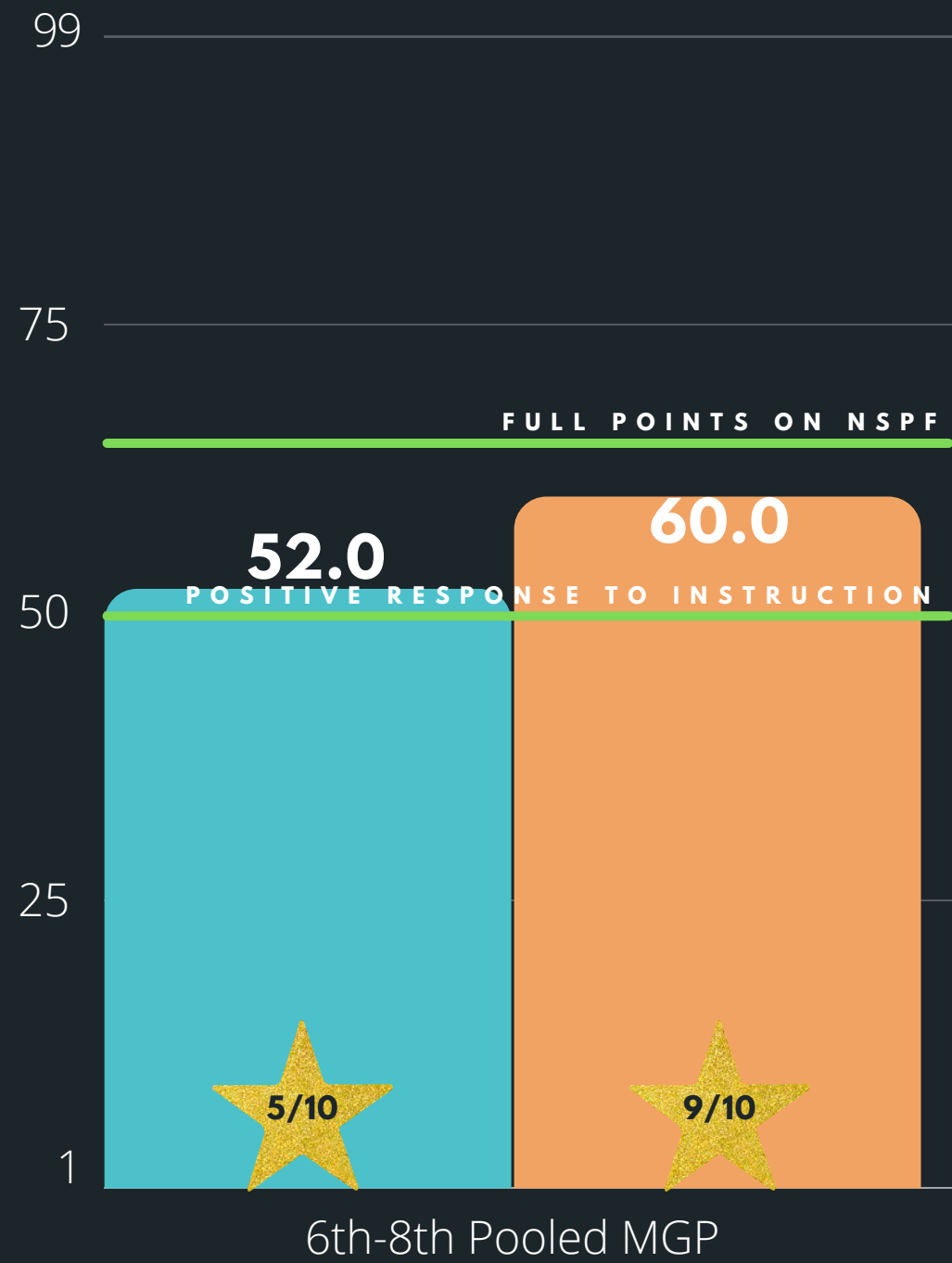
E L A



M A T H

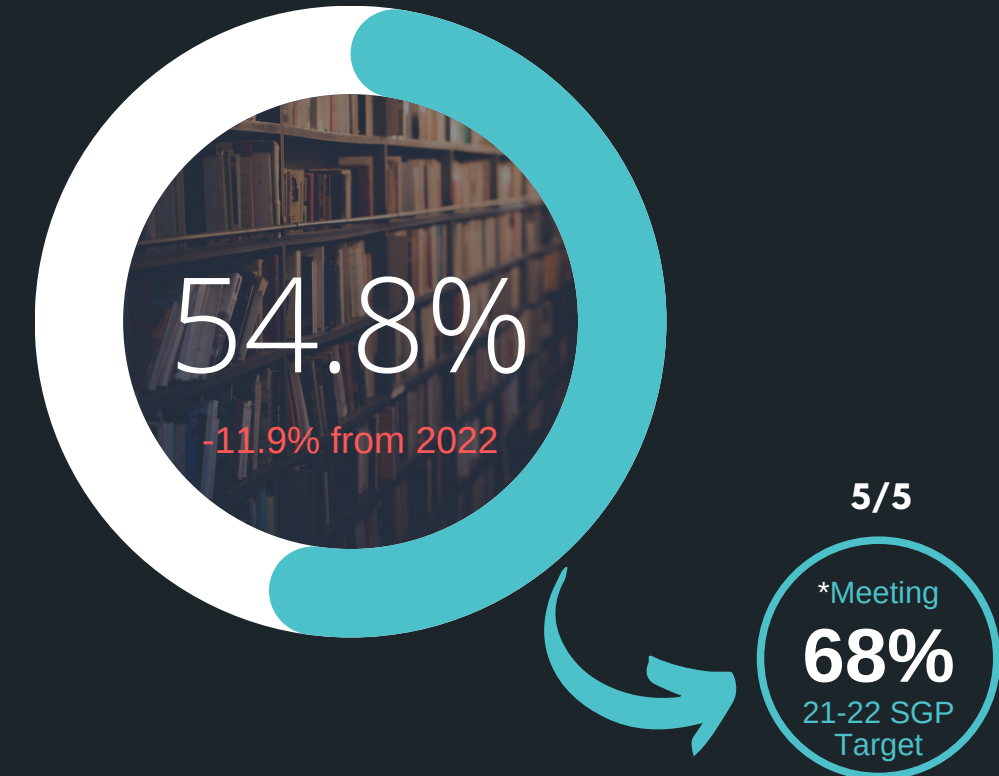


MGP

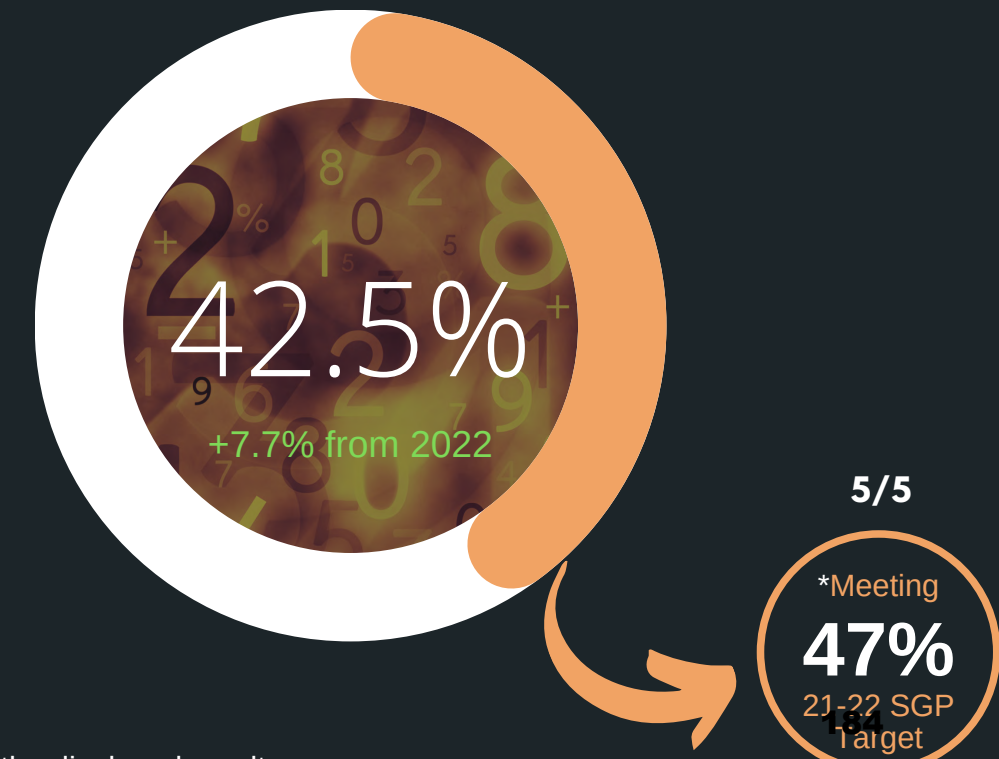


AGP

E L A

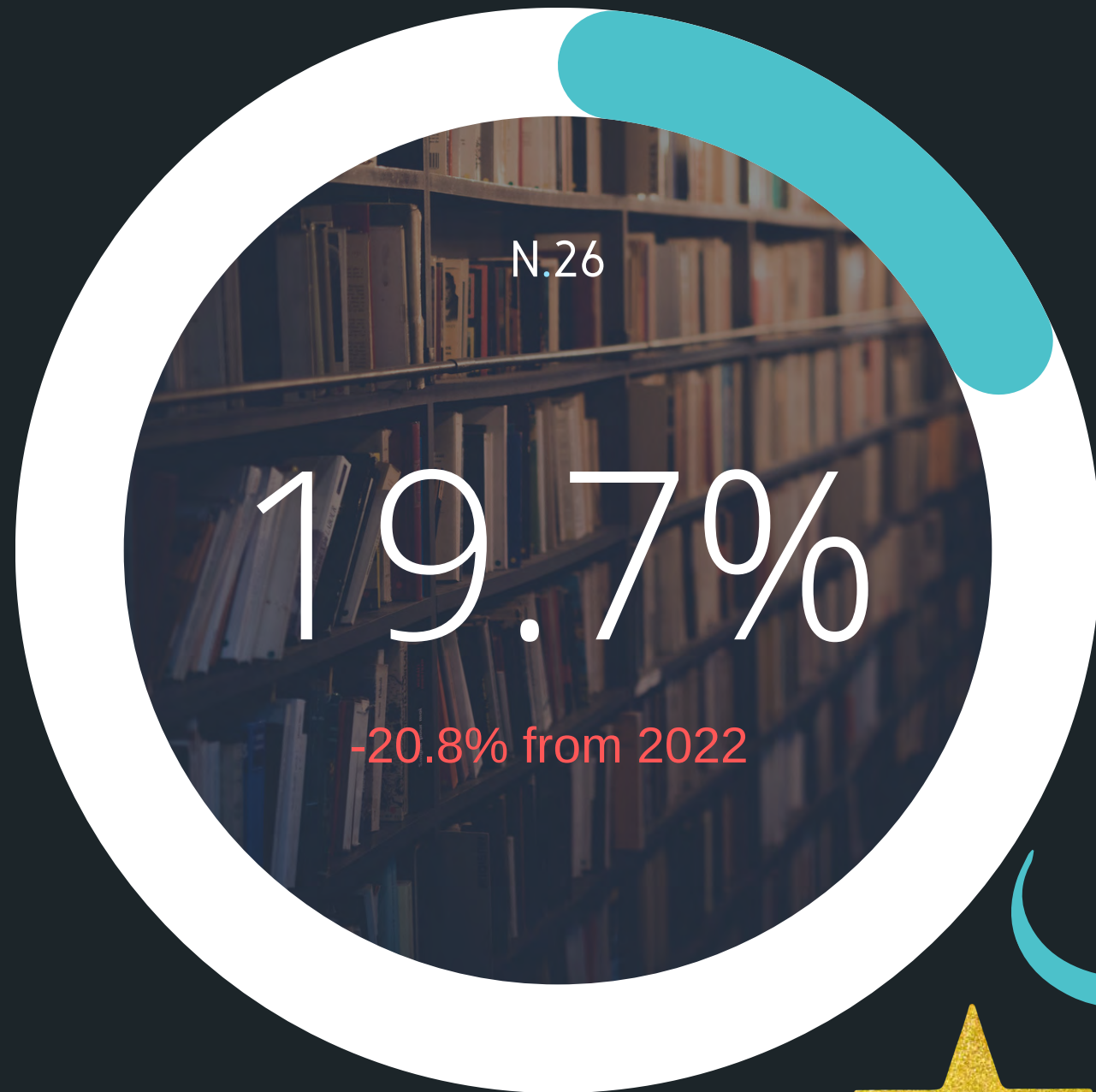


M A T H



*Data represented only includes previously enrolled students with known 21-22 3-Year SGP Targets from the 21-22 SBAC Growth File. Students not enrolled in the 21-22 school year, are not included in the displayed results.

E L A



M A T H



*Data represented only includes previously enrolled students with known 21-22 3-Year SGP Targets from the 21-22 SBAC Growth File. Students not enrolled in the 21-22 school year, are not included in the displayed results.

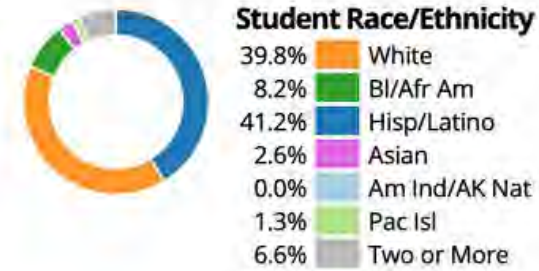
Somerset Academy Lone Mountain

School Year 2022-2023 Nevada School Rating

School Level: Middle School
 Grade Levels: KG-08
 District: State Public Charter School Authority
 School: 4491 N. Rainbow Blvd.
 Address: Las Vegas, NV 89108

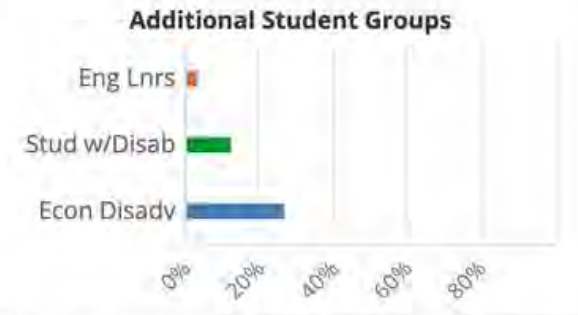


School Type: SPCSA
 School Designation: No Designation
 95% Assessment Participation: Met



School Performance History

School Year	Index Score/Star Rating
2021-2022	73.5 NR
2020-2021	96.6 ★★★★★



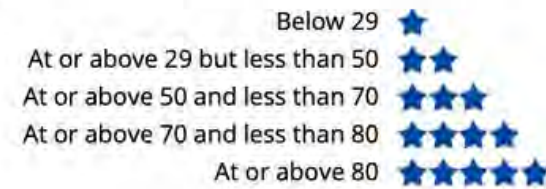
What does my school rating mean?

Three-Star school: Identifies an **adequate** school that has met the state's standard for performance. The all-students group has met expectations for academic achievement or growth. Subgroups meet expectations for academic achievement or growth with little exception; however, no group is far below standard. The school must submit an improvement plan that identifies supports tailored to subgroups and indicators that are below standard.

How are school star ratings determined?

Schools receive points based on student performance across various Indicators and Measures. These points are totaled and divided by the points possible to produce an index score from 1-100. This index score is associated with a one- to five-star school rating.

How are star ratings determined based on total index score?



2022-2023 School Performance

Academic Achievement Indicator 20/25

Measure	School Rate	District Rate
Pooled Proficiency	49.5	45.7
Math Proficiency	42.2	38.5
ELA Proficiency	56.0	53.4
Science Proficiency	52.0	43.9

Student Growth Indicator 22.5/30

Measure	School Median	District Median
Math MGP	60.0	56.0
ELA MGP	52.0	56.0
	School Rate	District Rate
Met Math AGP Target	42.5	40.4
Met ELA AGP Target	54.8	52.8

English Language Proficiency Indicator 6/10

Measure	School Rate	District Rate
Met EL AGP Target	25.0	29.3

Closing Opportunity Gaps Indicator 8/20

Measure	School Rate	District Rate
Prior Non-Proficient Met	14.4	18.0
Math AGP Target		
Prior Non-Proficient Met	19.6	23.3
ELA AGP Target		

Student Engagement Indicator **13/15

Measure	School Rate	District Rate
Chronic Absenteeism	10.6	18.8
Academic Learning Plans	>95	>95
8th Grade Credit Requirements	>95	92.7
Climate Survey Participation	>95	N/A

** Reduction in Chronic Absenteeism (CA): Received 1 points in Student Engagement for reducing CA rate by 10% or more over prior year.

Climate Survey Participation is not a point-earning measure.



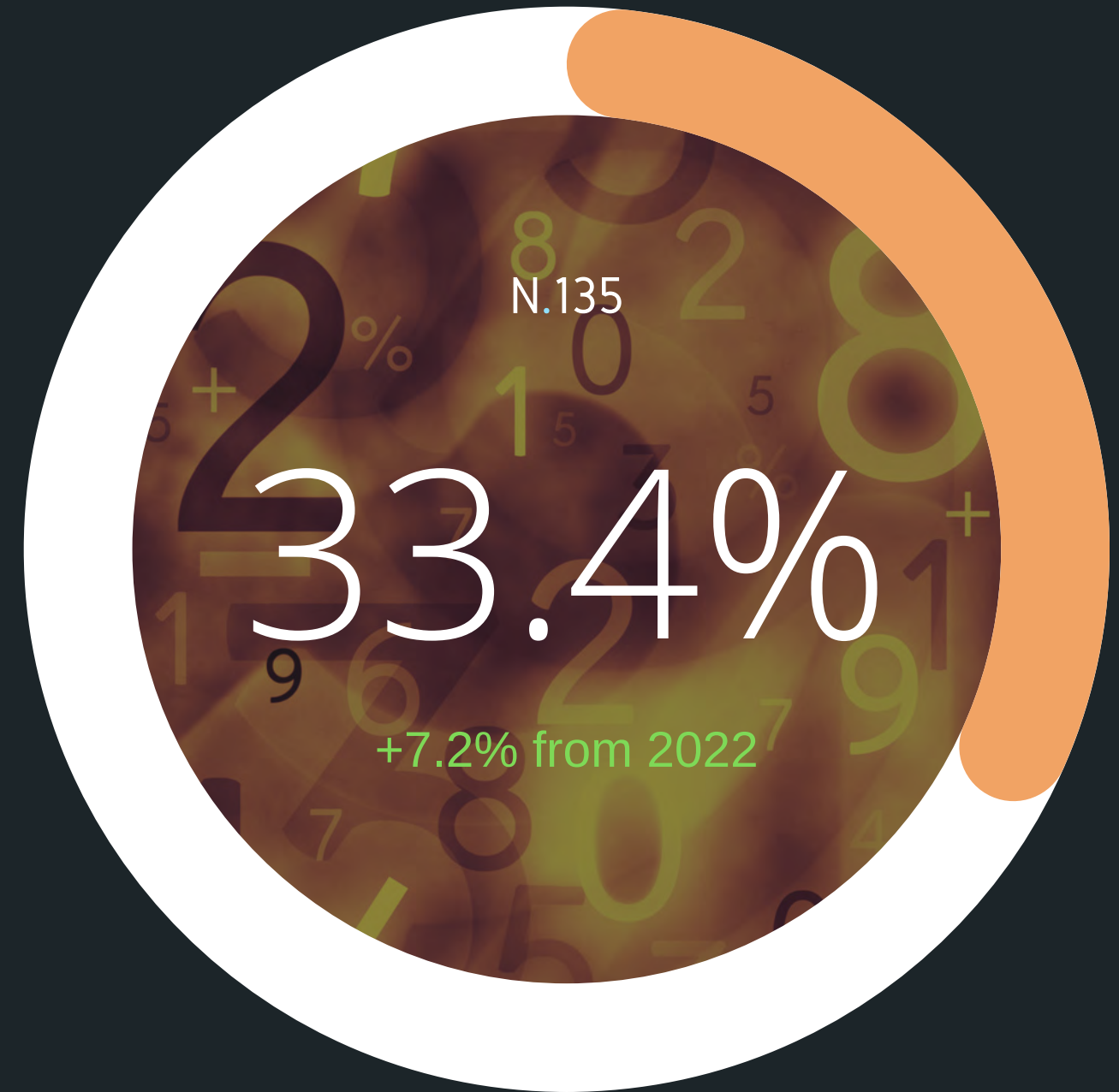
SOMERSET ACADEMY LOSEE ELEMENTARY SCHOOL



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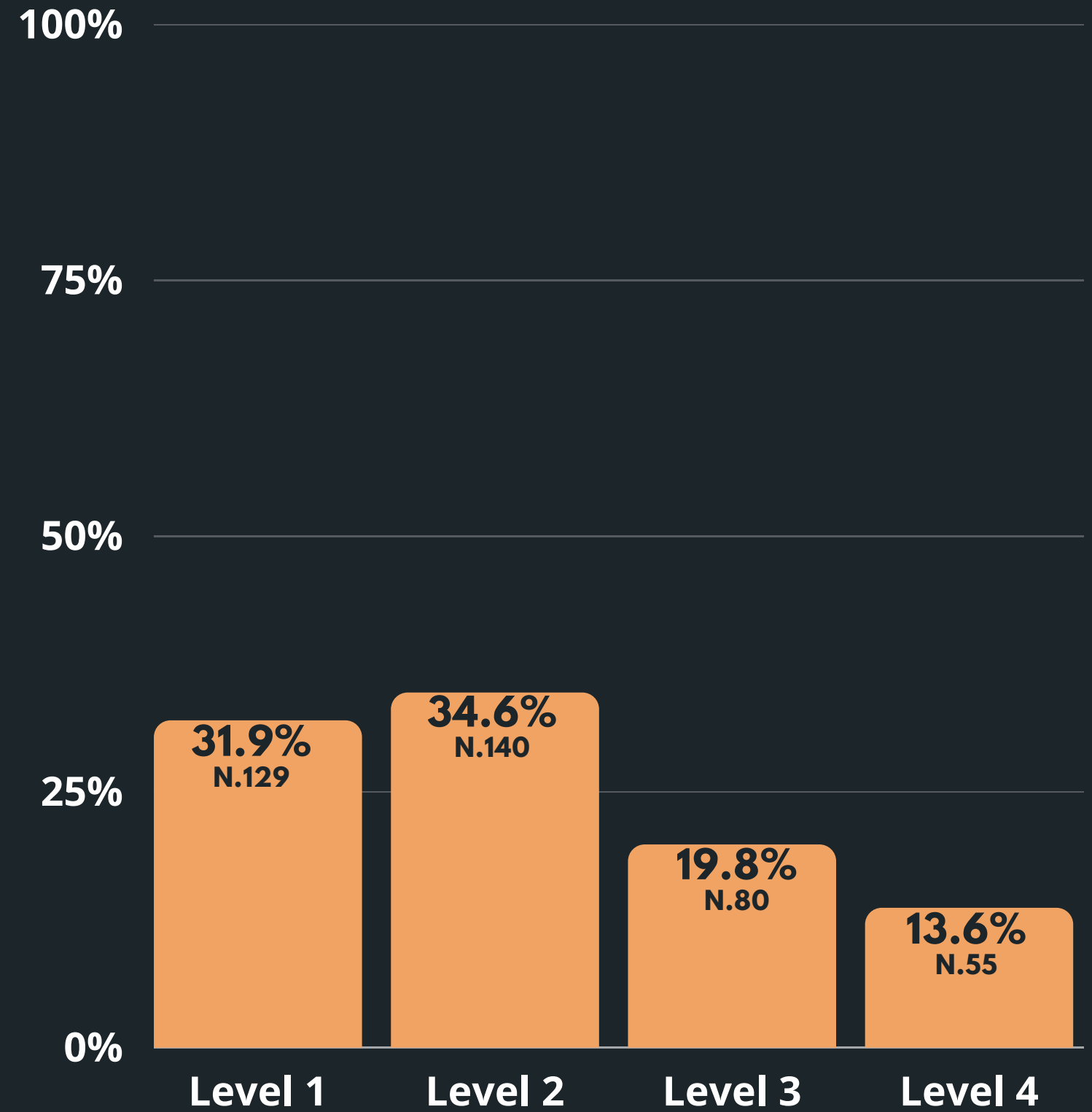
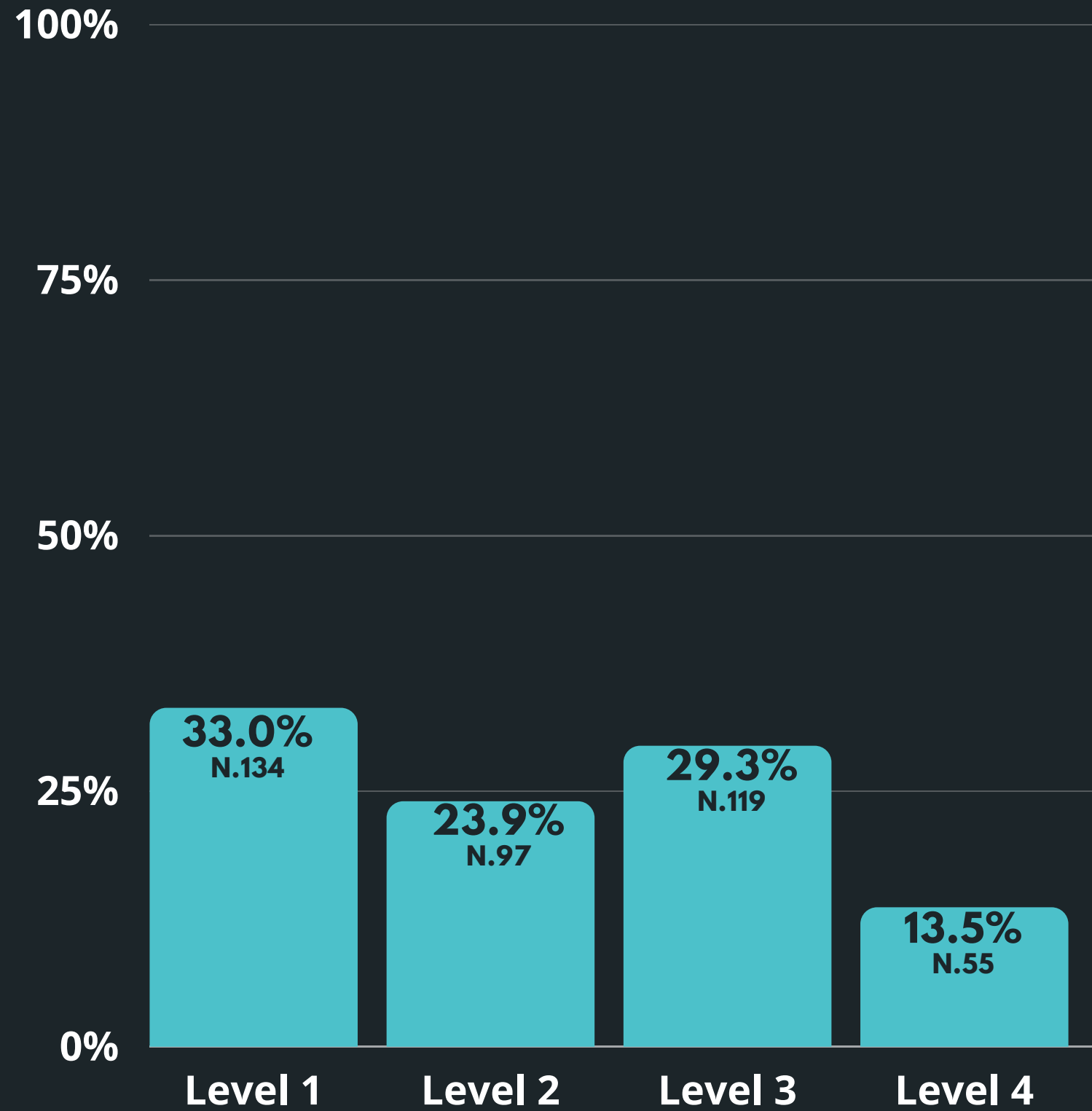


POOLED PROFICIENCY (MATH, ELA, SCIENCE, & NAA) = 34.6%

SOMERSET ACADEMY LOSEE ELEMENTARY SBAC 2023 OVERALL ACADEMIC ACHIEVEMENT LEVELS

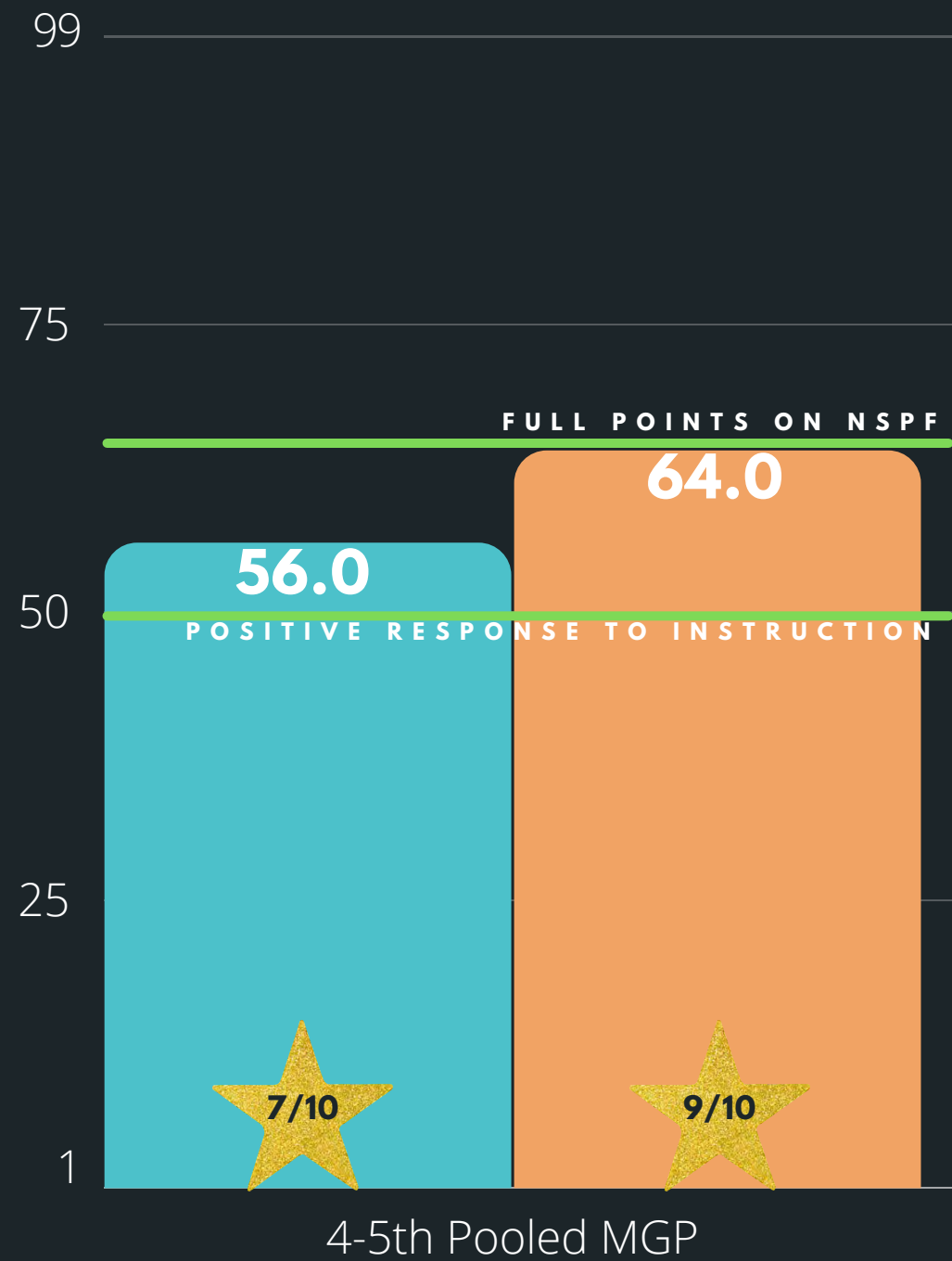
E L A

M A T H



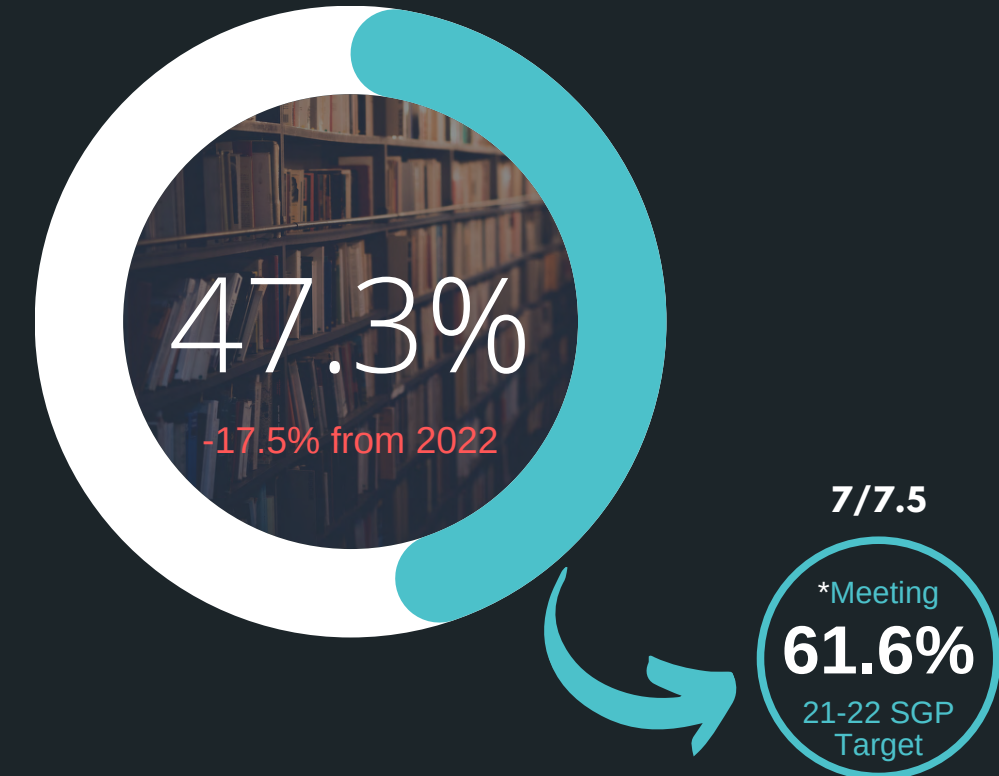
SOMERSET ACADEMY LOSEE ELEMENTARY SBAC 2023 OVERALL MGP & STATE REPORTED AGP

MGP

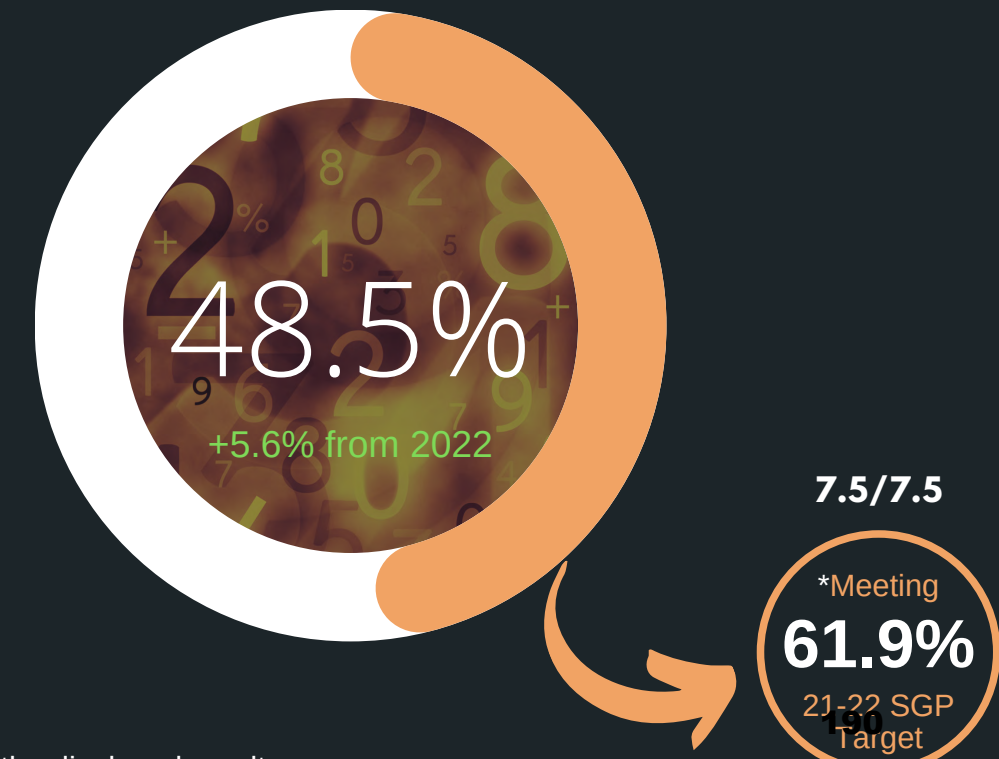


AGP

ELA

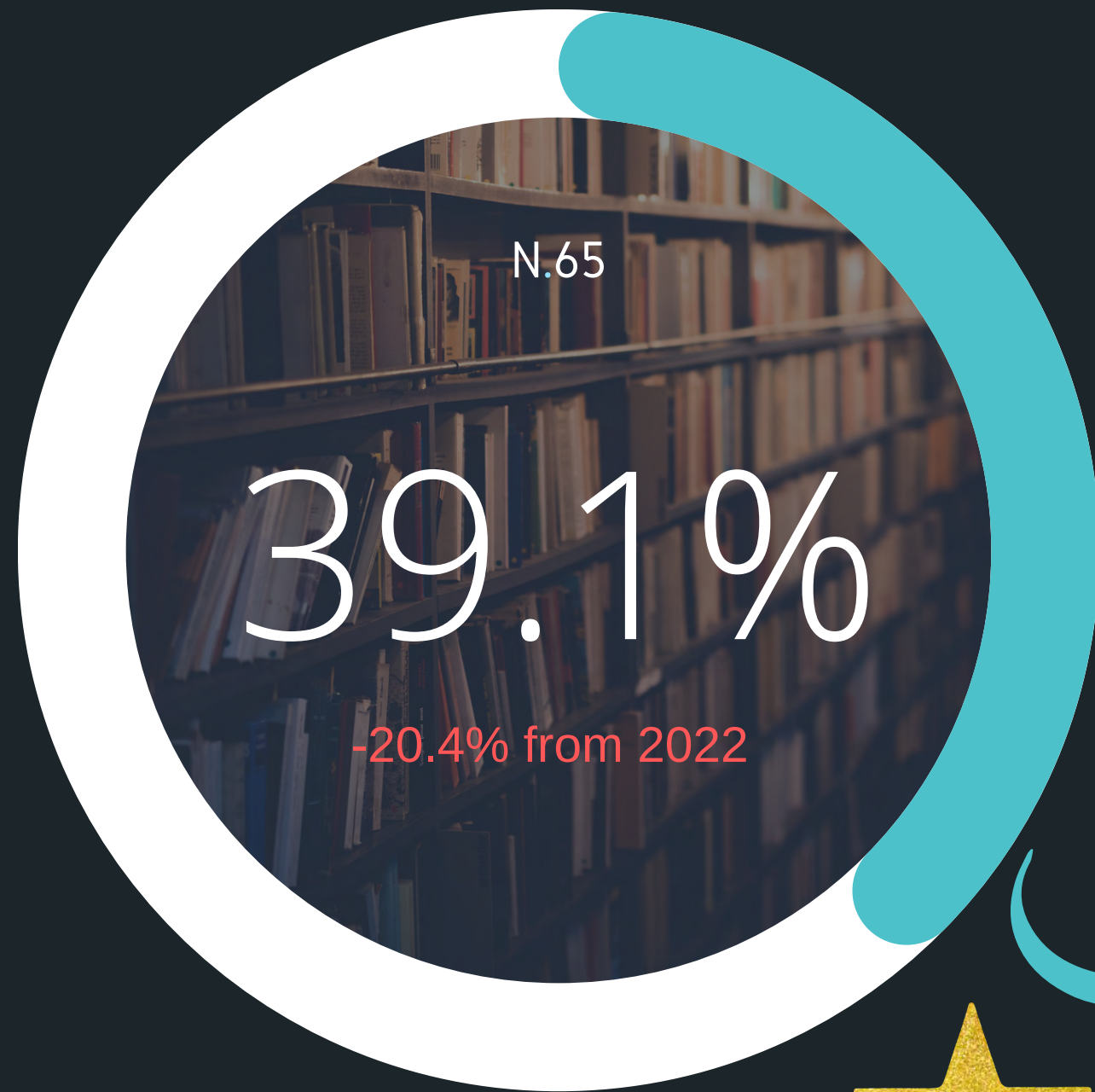


MATH

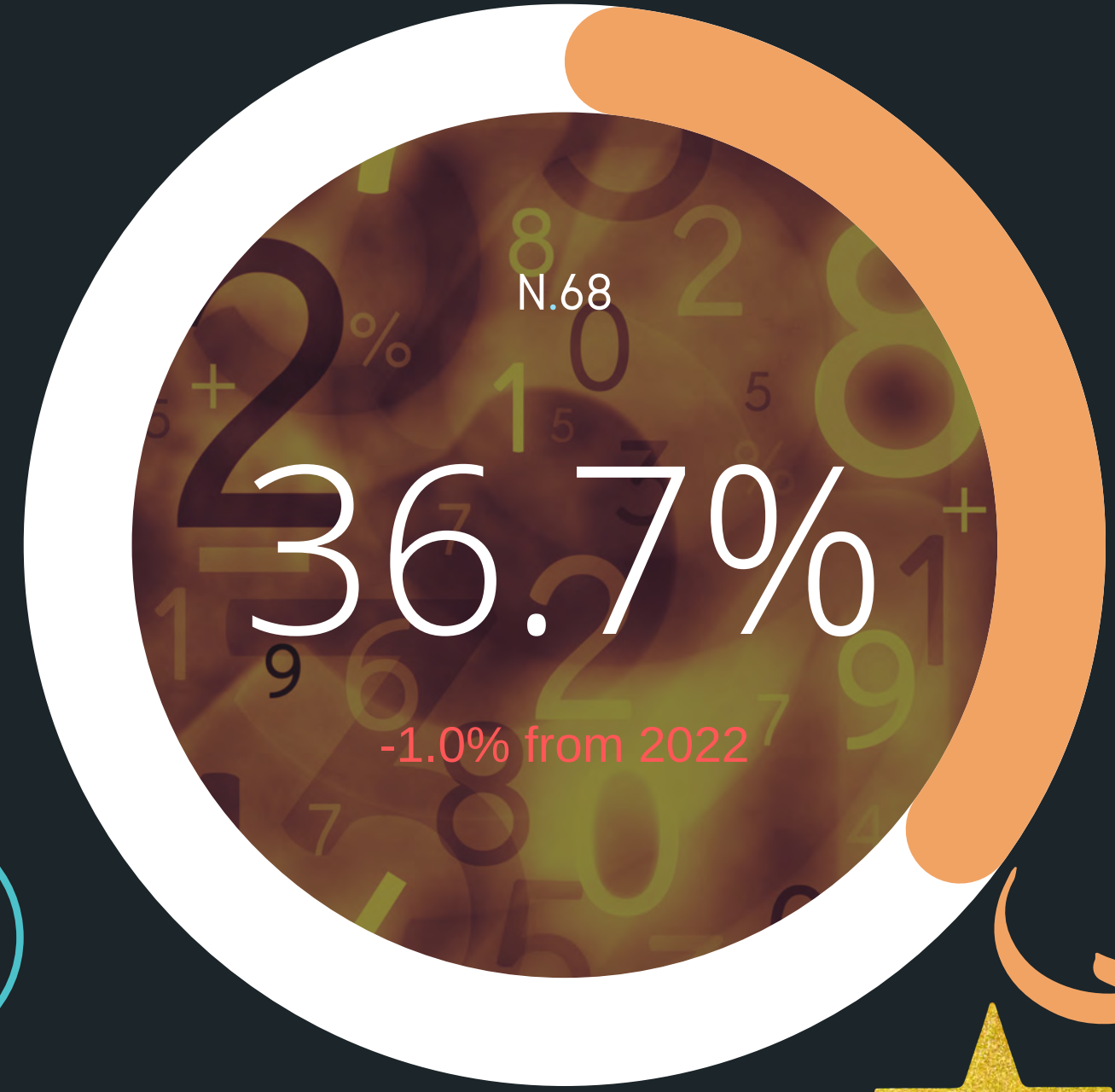


*Data represented only includes previously enrolled students with known 21-22 3-Year SGP Targets from the 21-22 SBAC Growth File. Students not enrolled in the 21-22 school year, are not included in the displayed results.

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*Data represented only includes previously enrolled students with known 21-22 3-Year SGP Targets from the 21-22 SBAC Growth File. Students not enrolled in the 21-22 school year, are not included in the displayed results.

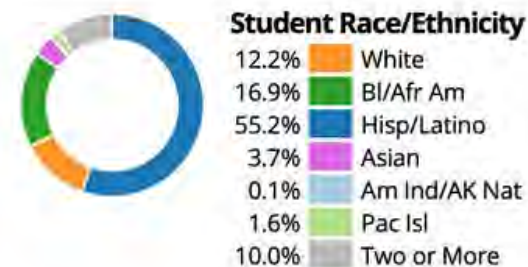
Somerset Academy Losee

School Year 2022-2023 Nevada School Rating

School Level: Elementary School
 Grade Levels: KG-12
 District: State Public Charter School Authority
 School: 4650 Losee Road
 Address: North Las Vegas, NV 89081



School Type: SPCSA
 School Designation: Additional TSI
 95% Assessment Participation: Met



School Performance History

School Year	Index Score/ Star Rating
2021-2022	51.0 NR
2020-2021	35.5 ★★

Additional Student Groups



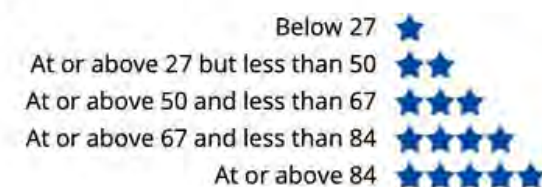
What does my school rating mean?

Three-Star school: Identifies an **adequate** school that has met the state's standard for performance. The all-students group has met expectations for academic achievement or growth. Subgroups meet expectations for academic achievement or growth with little exception; however, no group is far below standard. The school must submit an improvement plan that identifies supports tailored to subgroups and indicators that are below standard.

How are school star ratings determined?

Schools receive points based on student performance across various Indicators and Measures. These points are totaled and divided by the points possible to produce an index score from 1-100. This index score is associated with a one- to five-star school rating.

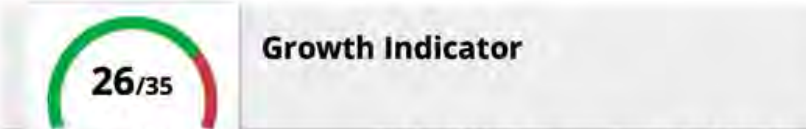
How are star ratings determined based on total index score?



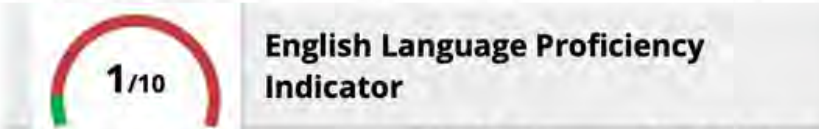
2022-2023 School Performance



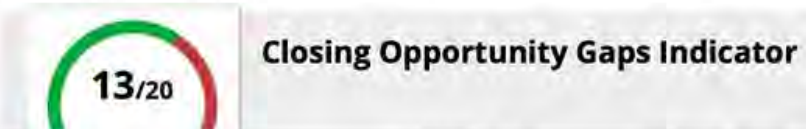
Measure	School Rate	District Rate
Pooled Proficiency	34.6	50.0
Math Proficiency	33.4	52.0
ELA Proficiency	42.9	54.6
Science Proficiency	13.7	29.8
Read-by-Grade-3 Proficiency	36.7	52.6



Measure	School Median	District Median
Math MGP	64.0	55.0
ELA MGP	56.0	55.0
	School Rate	District Rate
Met Math AGP Target	48.4	50.8
Met ELA AGP Target	47.3	52.9



Measure	School Rate	District Rate
Met EL AGP Target	31.5	41.5



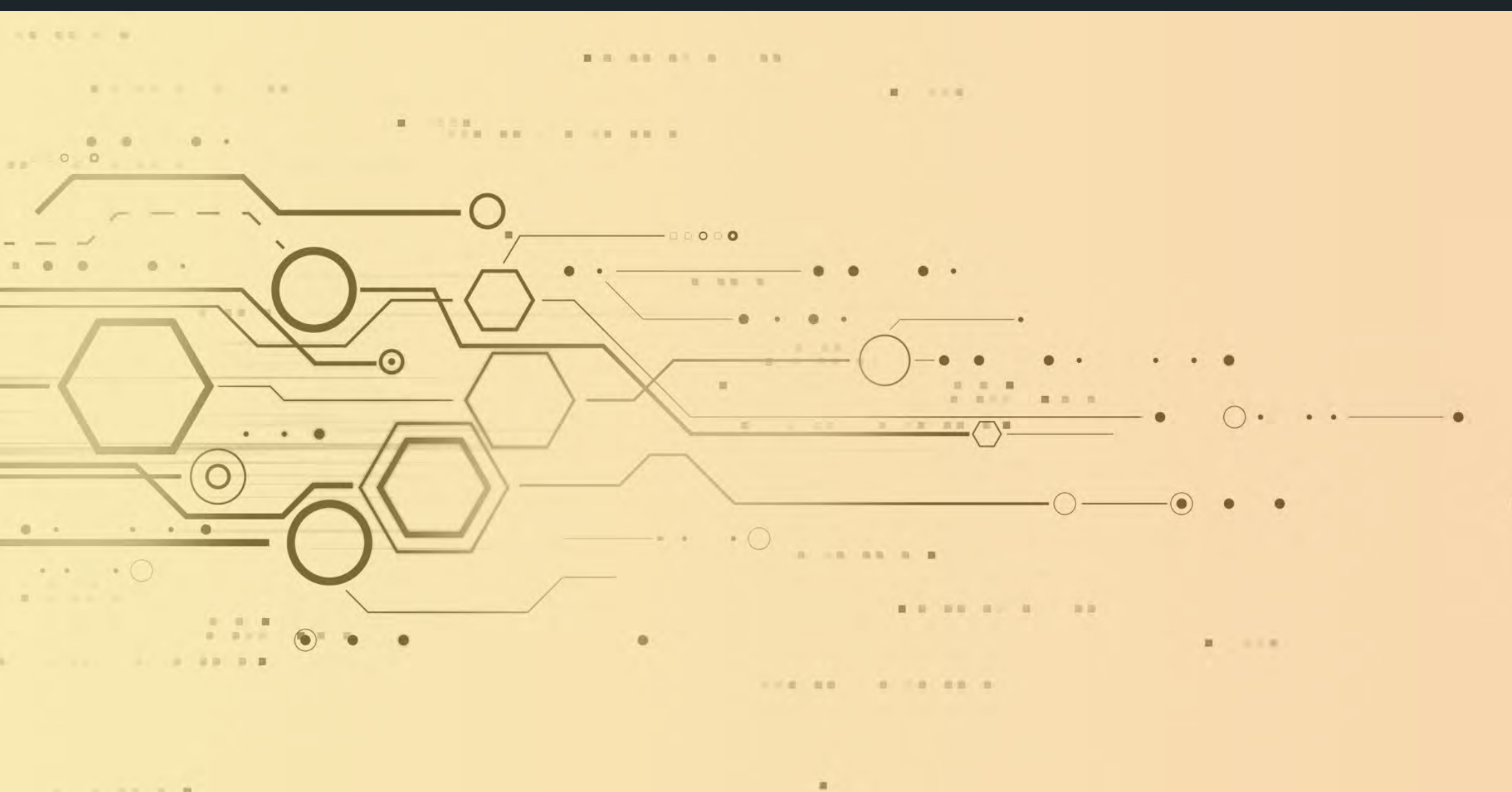
Measure	School Rate	District Rate
Prior Non-Proficient Met	36.7	31.9
Math AGP Target		
Prior Non-Proficient Met	39.1	37.1
ELA AGP Target		



Measure	School Rate	District Rate
Chronic Absenteeism	12.7	22.9
Climate Survey Participation	91.0	N/A

** Reduction in Chronic Absenteeism (CA): Received 1 points in Student Engagement for reducing CA rate by 10% or more over prior year. Climate Survey Participation is not a point-earning measure.

SOMERSET ACADEMY LOSEE MIDDLE SCHOOL



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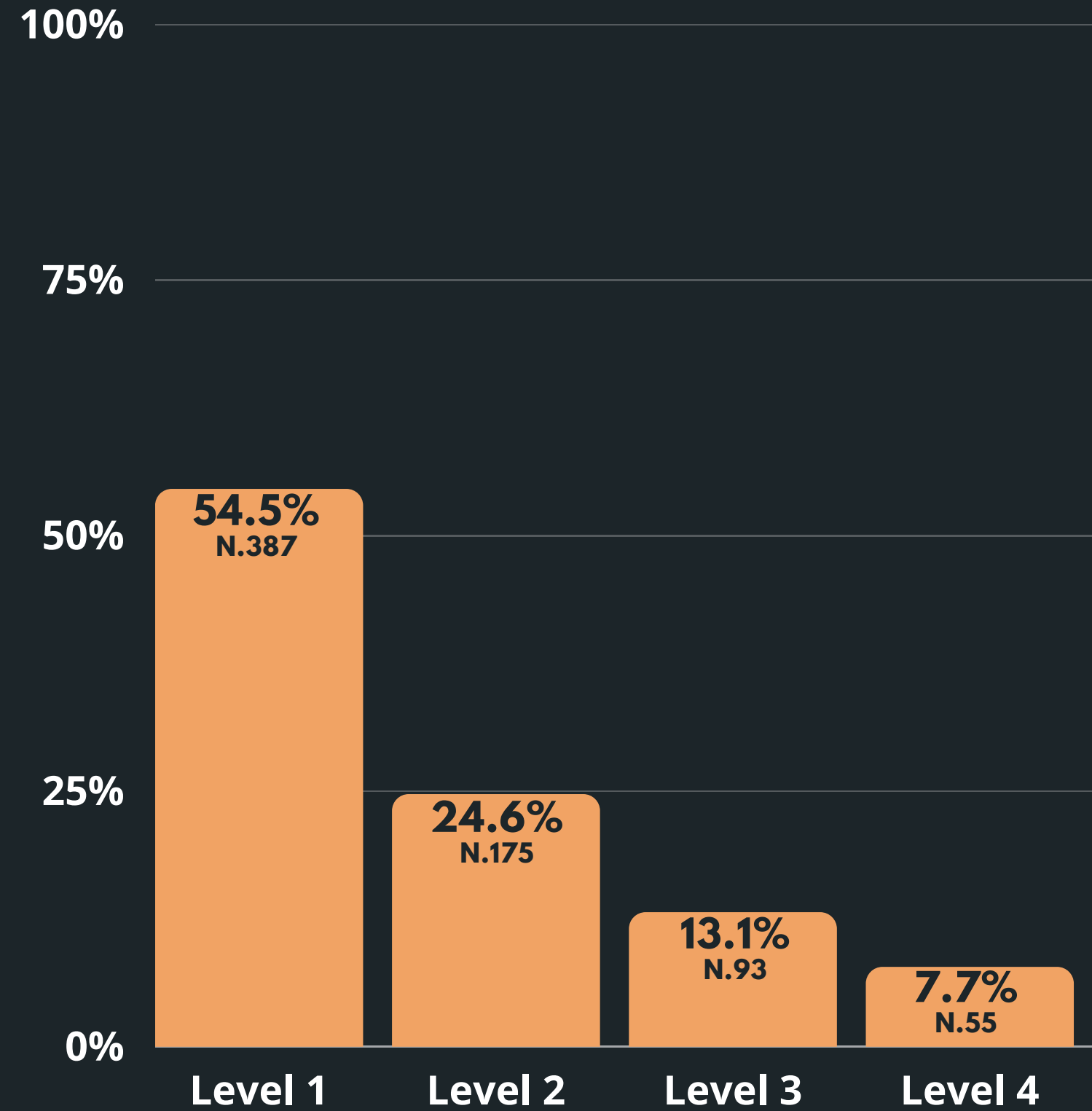
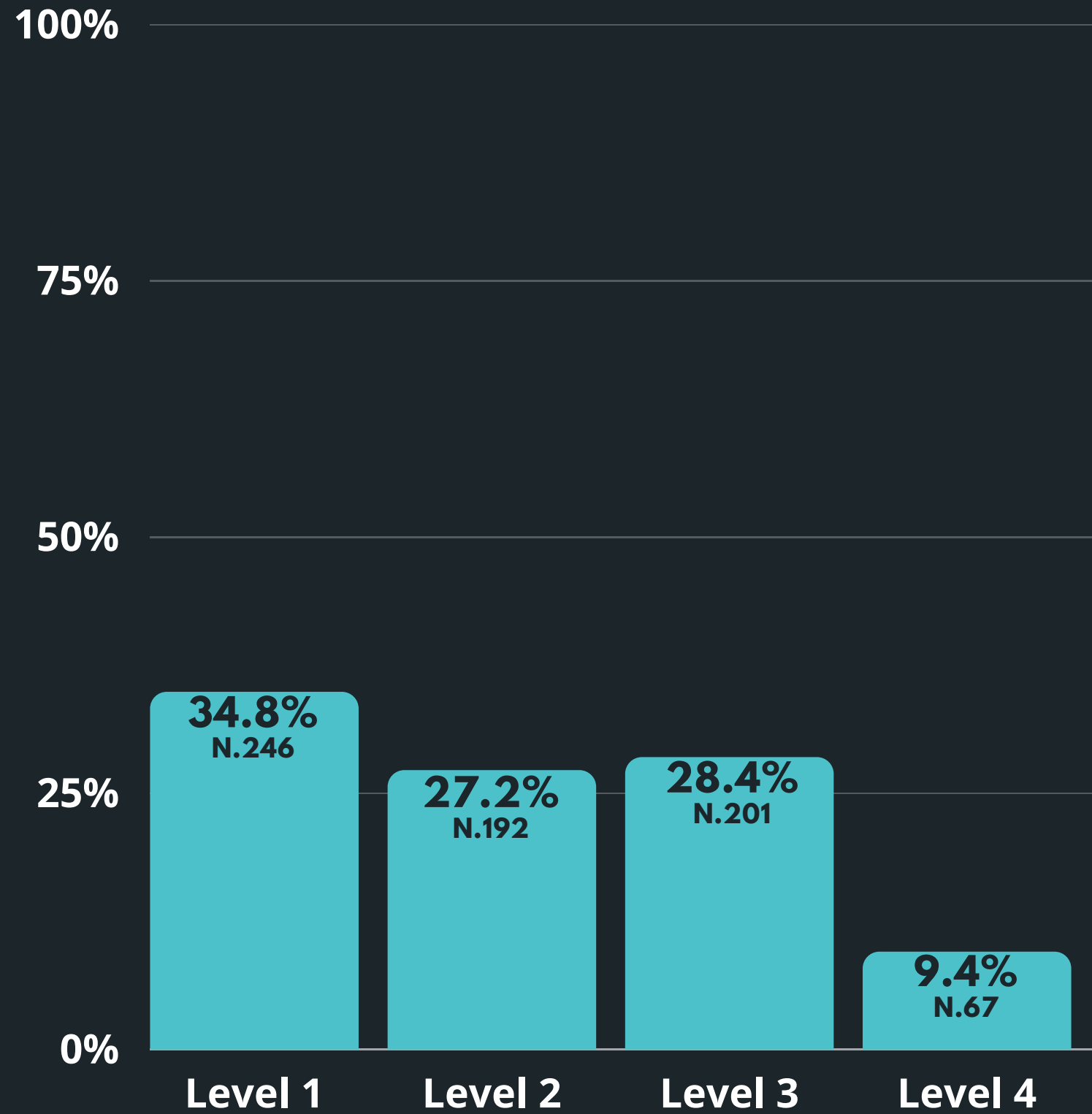


POOLED PROFICIENCY (MATH, ELA, SCIENCE, & NAA) = 28.9%

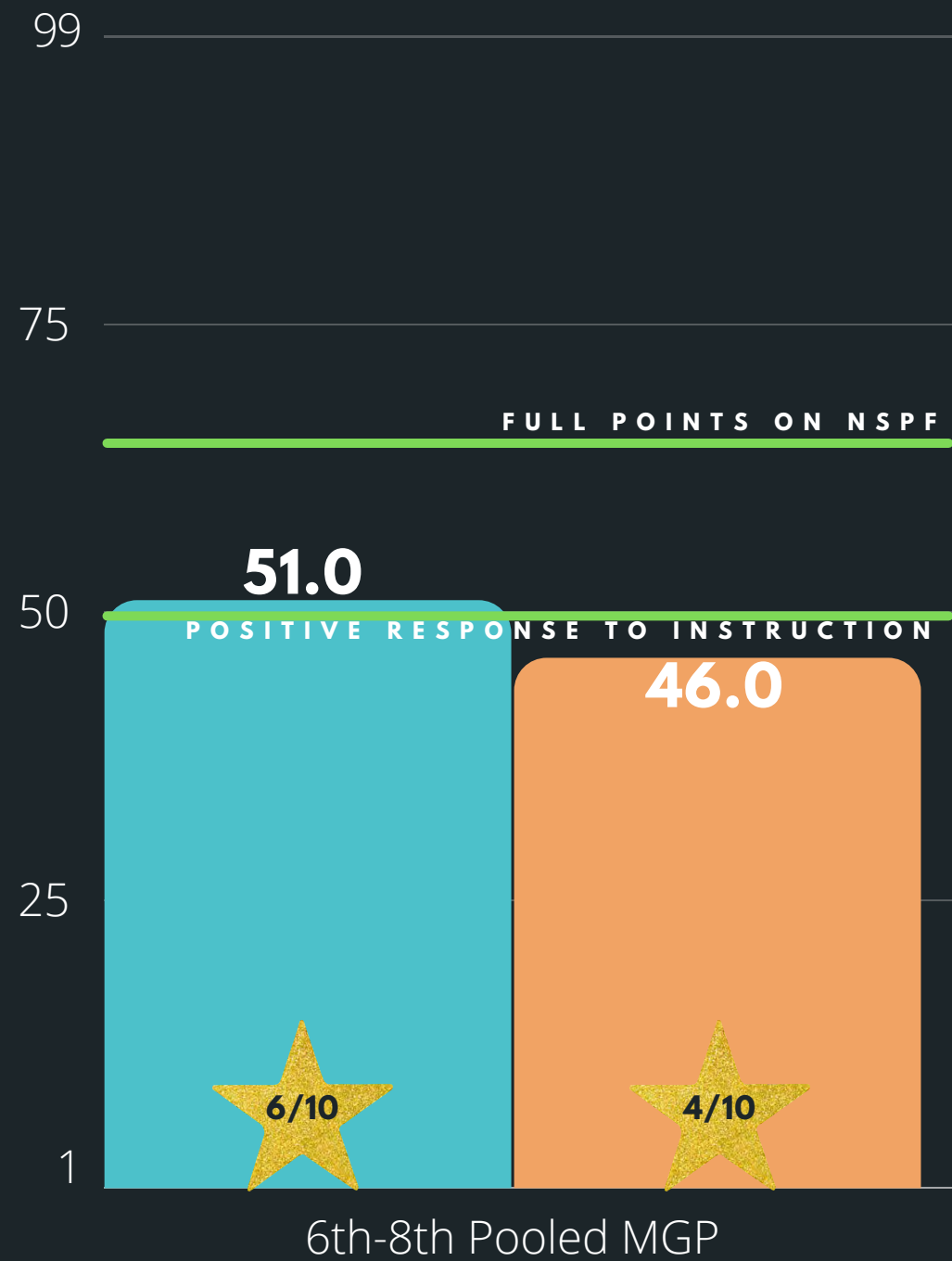
SOMERSET ACADEMY LOSEE MIDDLE SCHOOL SBAC 2023 OVERALL ACADEMIC ACHIEVEMENT LEVELS

E L A

M A T H

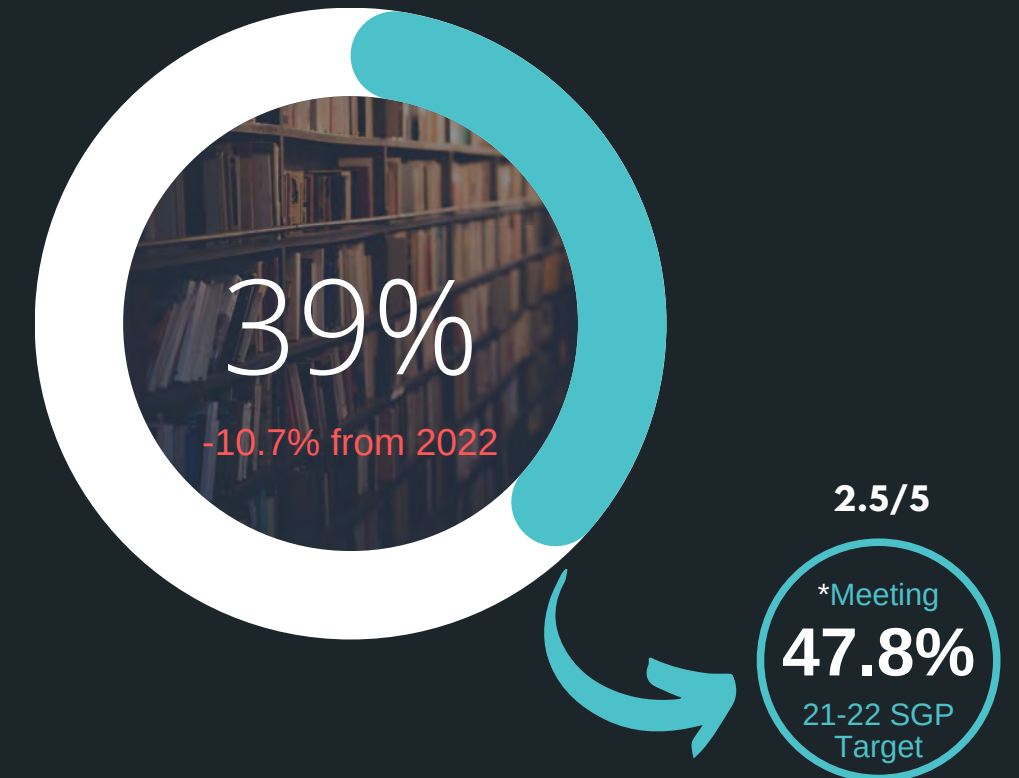


MGP

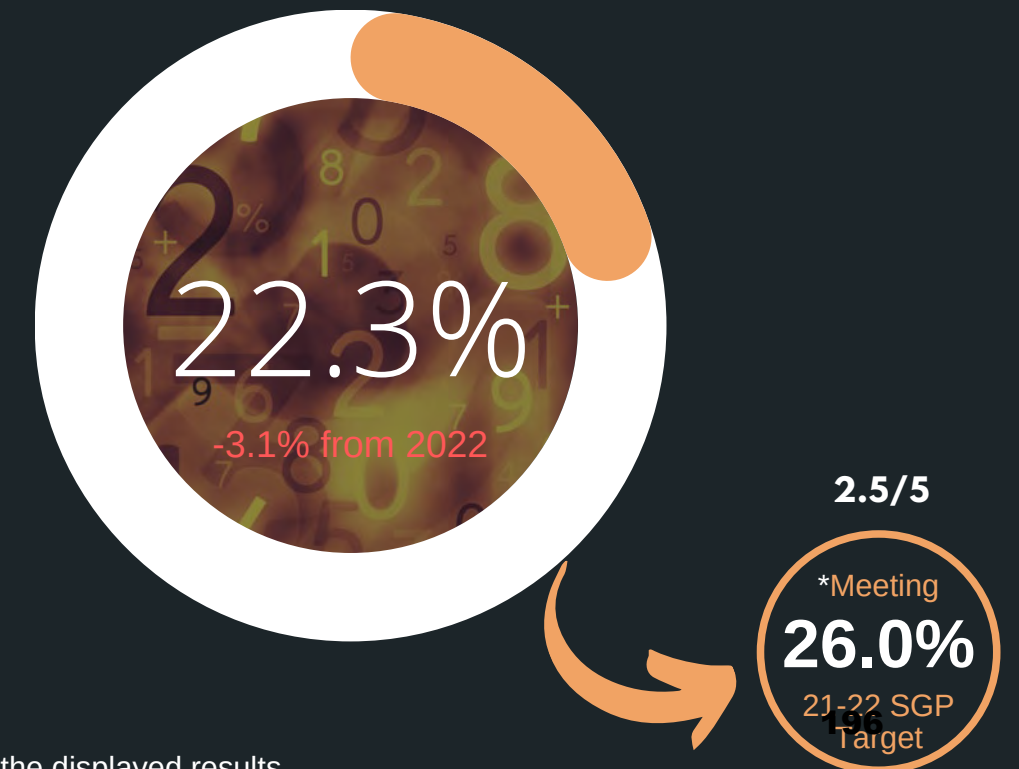


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*Data represented only includes previously enrolled students with known 21-22 3-Year SGP Targets from the 21-22 SBAC Growth File. Students not enrolled in the 21-22 school year, are not included in the displayed results.

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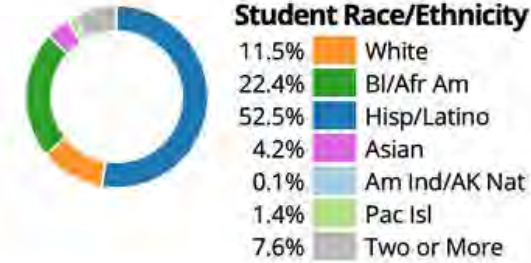
Somerset Academy Losee

School Year 2022-2023 Nevada School Rating

School Level: Middle School
 Grade Levels: KG-12
 District: State Public Charter School Authority
 School: 4650 Losee Road
 Address: North Las Vegas, NV 89081

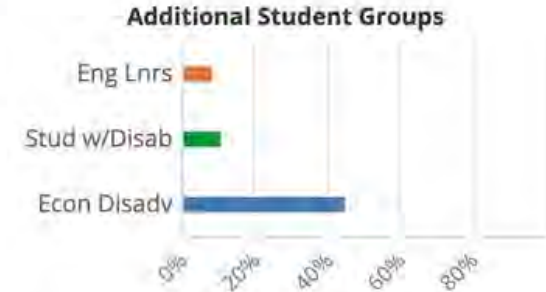


School Type: SPCSA
 School Designation: Additional TSI
 95% Assessment Participation: Warning



School Performance History

School Year	Index Score/ Star Rating
2021-2022	52.0 NR
2020-2021	35.5 ★★



What does my school rating mean?

Two-Star school: Identifies a school that has **partially met** the state's standard for performance. Students and subgroups often meet expectations for academic performance or growth but may have multiple areas that require improvement. Areas requiring significant improvement are uncommon. The school must submit an improvement plan that identifies supports tailored to subgroups and indicators that are below standard.

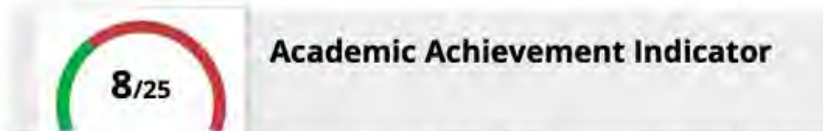
How are school star ratings determined?

Schools receive points based on student performance across various Indicators and Measures. These points are totaled and divided by the points possible to produce an index score from 1-100. This index score is associated with a one- to five-star school rating.

How are star ratings determined based on total index score?

- Below 29 ★
- At or above 29 but less than 50 ★★
- At or above 50 and less than 70 ★★★
- At or above 70 and less than 80 ★★★★
- At or above 80 ★★★★★

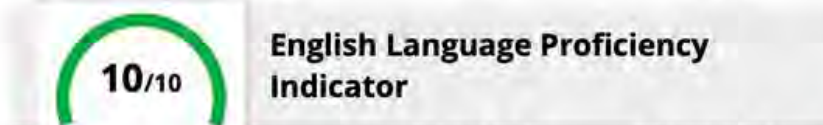
2022-2023 School Performance



Measure	School Rate	District Rate
Pooled Proficiency	29.0	45.7
Math Proficiency	20.8	38.5
ELA Proficiency	37.9	53.4
Science Proficiency	27.1	43.9



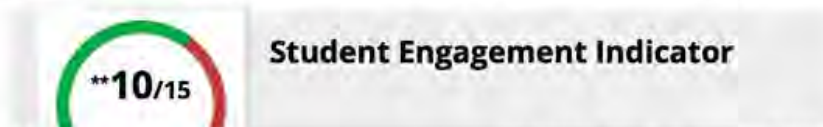
Measure	School Median	District Median
Math MGP	46.0	56.0
ELA MGP	51.0	56.0
	School Rate	District Rate
Met Math AGP Target	22.2	40.4
Met ELA AGP Target	39.0	52.8



Measure	School Rate	District Rate
Met EL AGP Target	36.6	29.3



Measure	School Rate	District Rate
Prior Non-Proficient Met	9.4	18.0
Math AGP Target		
Prior Non-Proficient Met	14.2	23.3
ELA AGP Target		



Measure	School Rate	District Rate
Chronic Absenteeism	16.8	18.8
Academic Learning Plans	>95	>95
8th Grade Credit Requirements	>95	92.7
Climate Survey Participation	95.0	N/A

** Reduction in Chronic Absenteeism (CA): Received 1 points in Student Engagement for reducing CA rate by 10% or more over prior year.

Climate Survey Participation is not a point-earning measure.

SOMERSET ACADEMY LOSEE HIGH SCHOOL

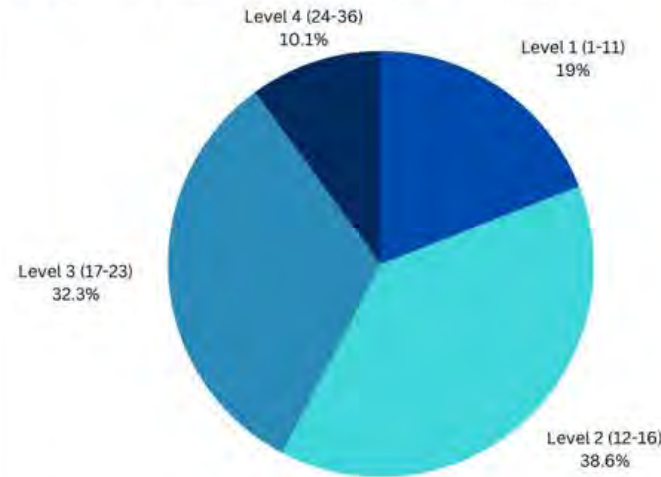


ENGLISH LANGUAGE ARTS (ELA)

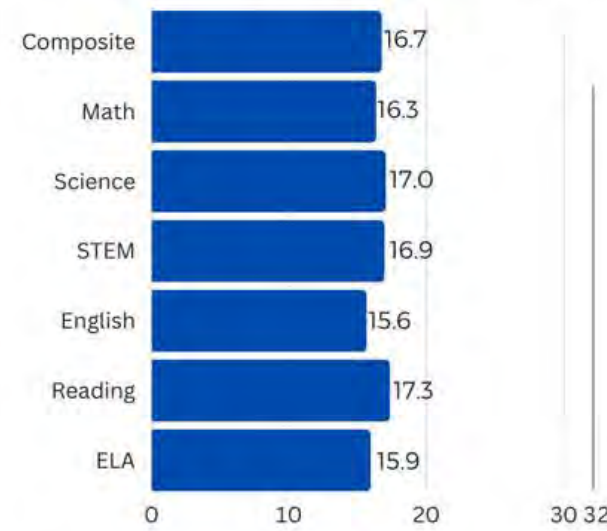
Overall Academic Performance (%)



ELA Performance by NV Level

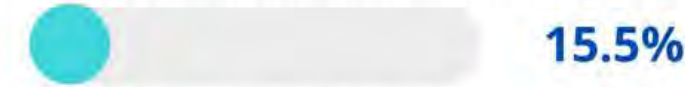


Somerset Losee Average ACT Score by Subject

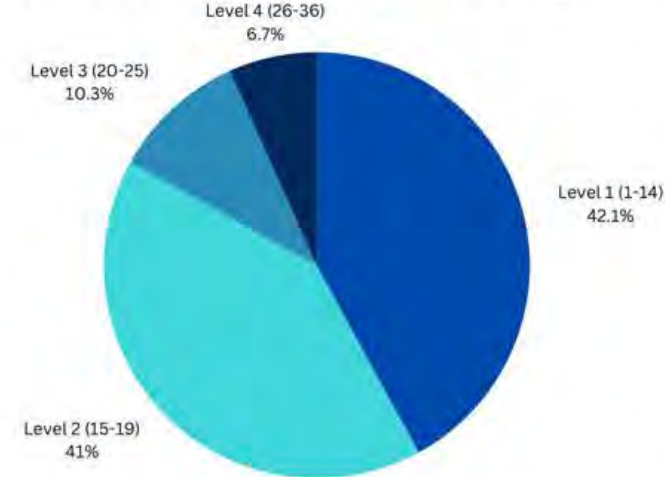


MATHEMATICS

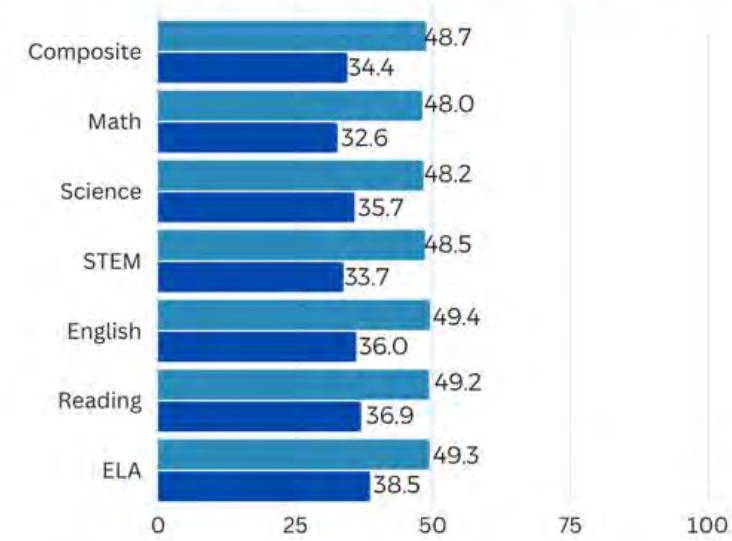
Overall Academic Performance (%)



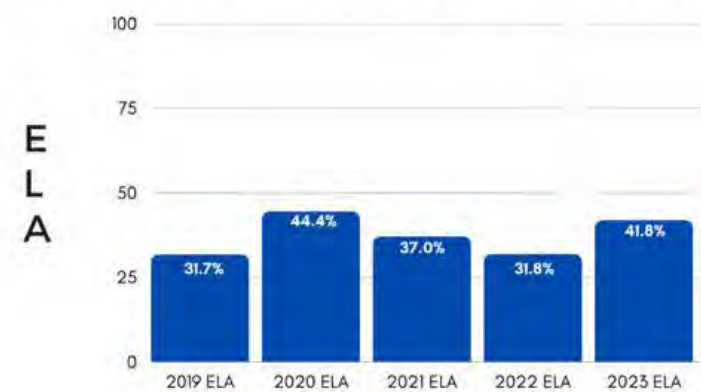
Math Performance by NV Level



Somerset Losee Average ACT Rankings Nevada vs National



Somerset Losee ACT Nevada Proficiency Trends



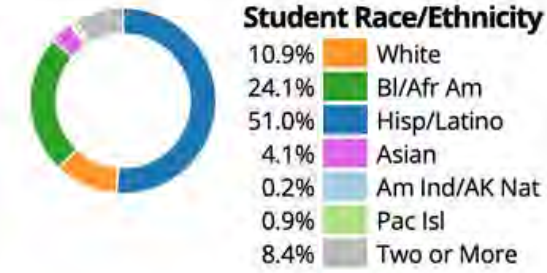
Somerset Academy Losee

School Year 2022-2023 Nevada School Rating

School Level: High School
 Grade Levels: KG-12
 District: State Public Charter School Authority
 School: 4650 Losee Road
 Address: North Las Vegas, NV 89081

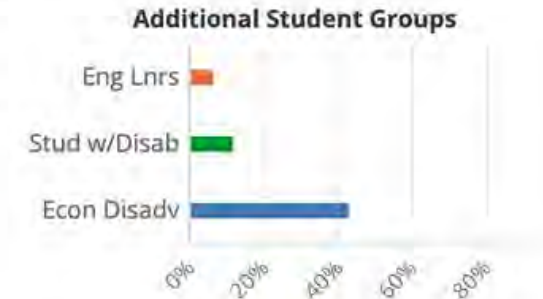


School Type: SPCSA
 School Designation: No Designation
 95% Assessment Participation: Met



School Performance History

School Year	Index Score/ Star Rating
2021-2022	49.0 NR
2020-2021	29.4 ★★



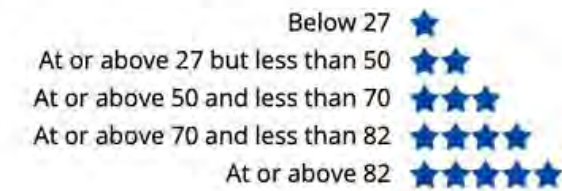
What does my school rating mean?

Three-Star school: Identifies an **adequate** school that has met the state's standard for performance. The all-students group has met expectations for academic achievement. Subgroups meet expectations for academic achievement or show progress with little exception; however, no group is far below standard. The school must submit an improvement plan that identifies supports tailored to subgroups and indicators that are below standard.

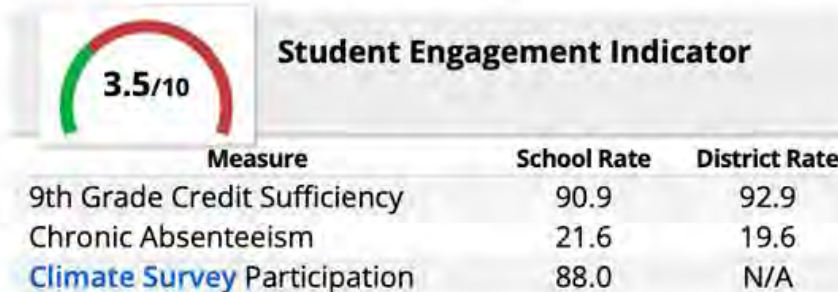
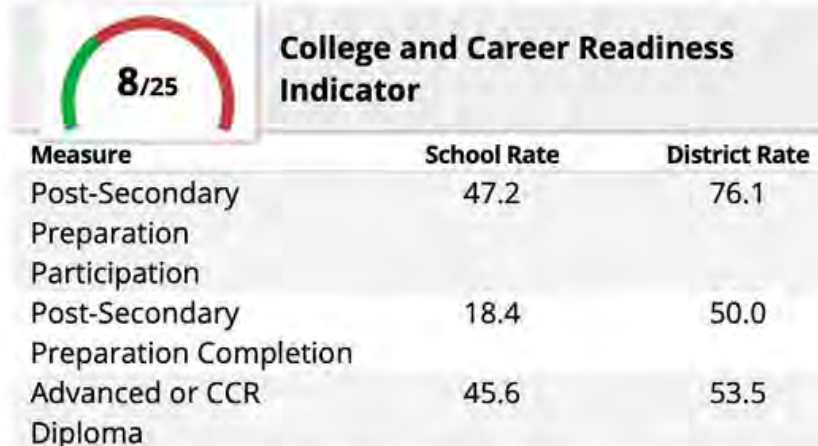
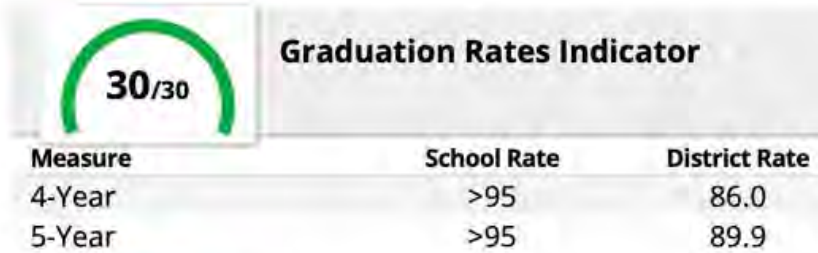
How are school star ratings determined?

Schools receive points based on student performance across various Indicators and Measures. These points are totaled and divided by the points possible to produce an index score from 1-100. This index score is associated with a one- to five-star school rating.

How are star ratings determined based on total index score?



2022-2023 School Performance



Climate Survey Participation is not a point-earning measure.

Graduation and diploma rates are based on the class of 2021-2022.

SOMERSET ACADEMY NORTH LAS VEGAS ELEMENTARY SCHOOL



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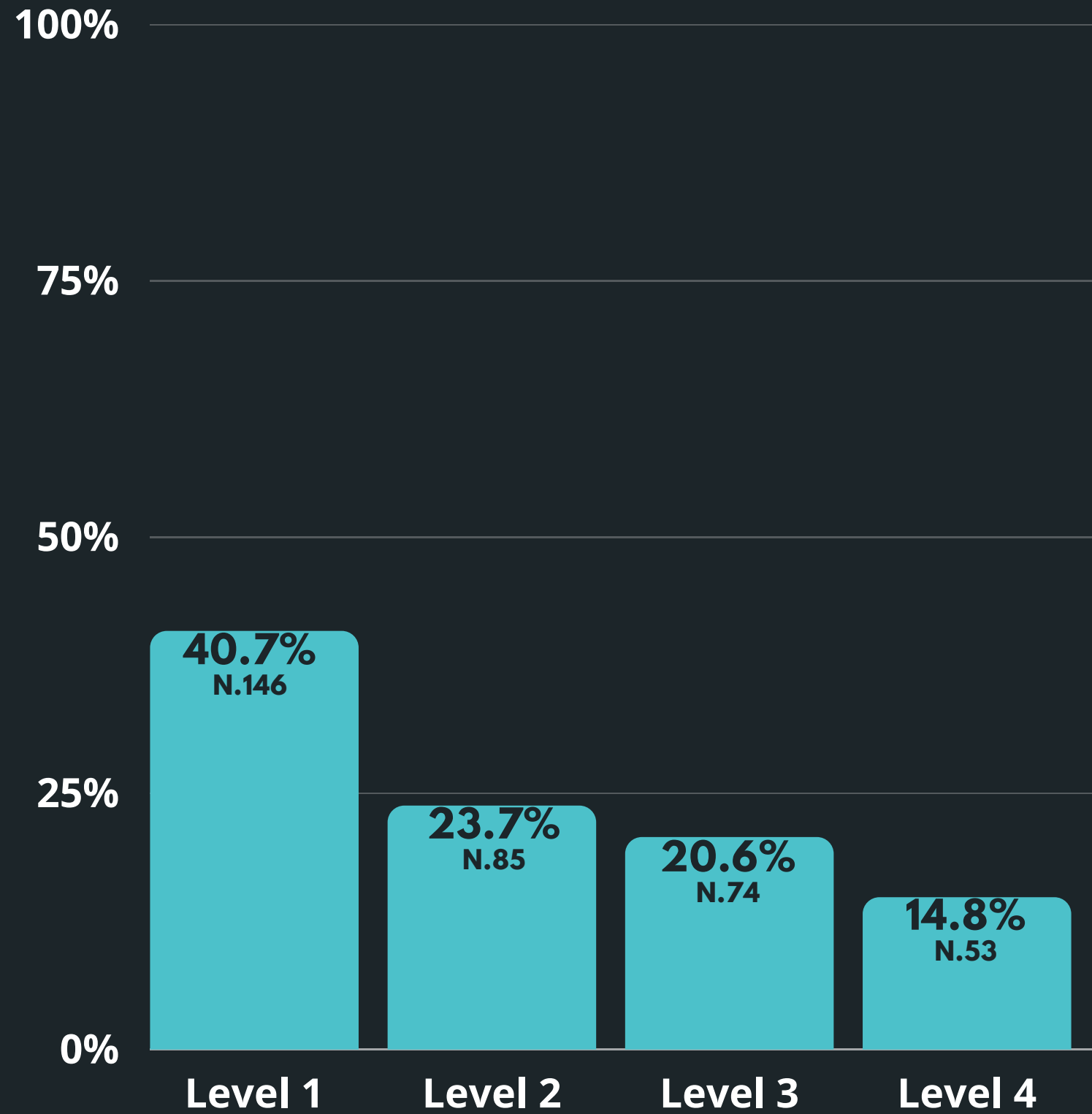
M A T H



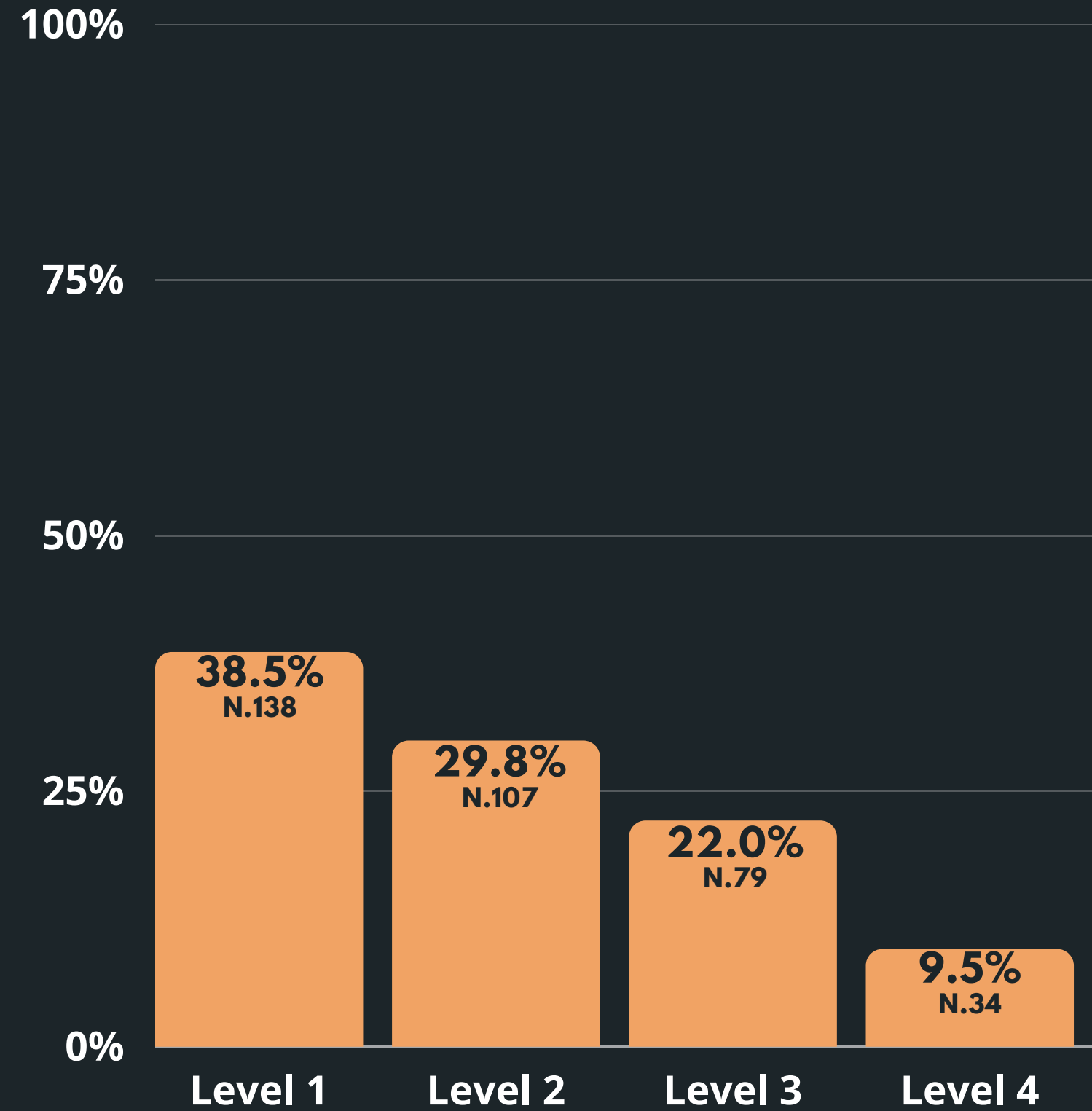
POOLED PROFICIENCY (MATH, ELA, SCIENCE, & NAA) = 31.1%

SOMERSET ACADEMY NORTH LAS VEGAS ELEMENTARY SBAC 2023 OVERALL ACADEMIC ACHIEVEMENT LEVELS

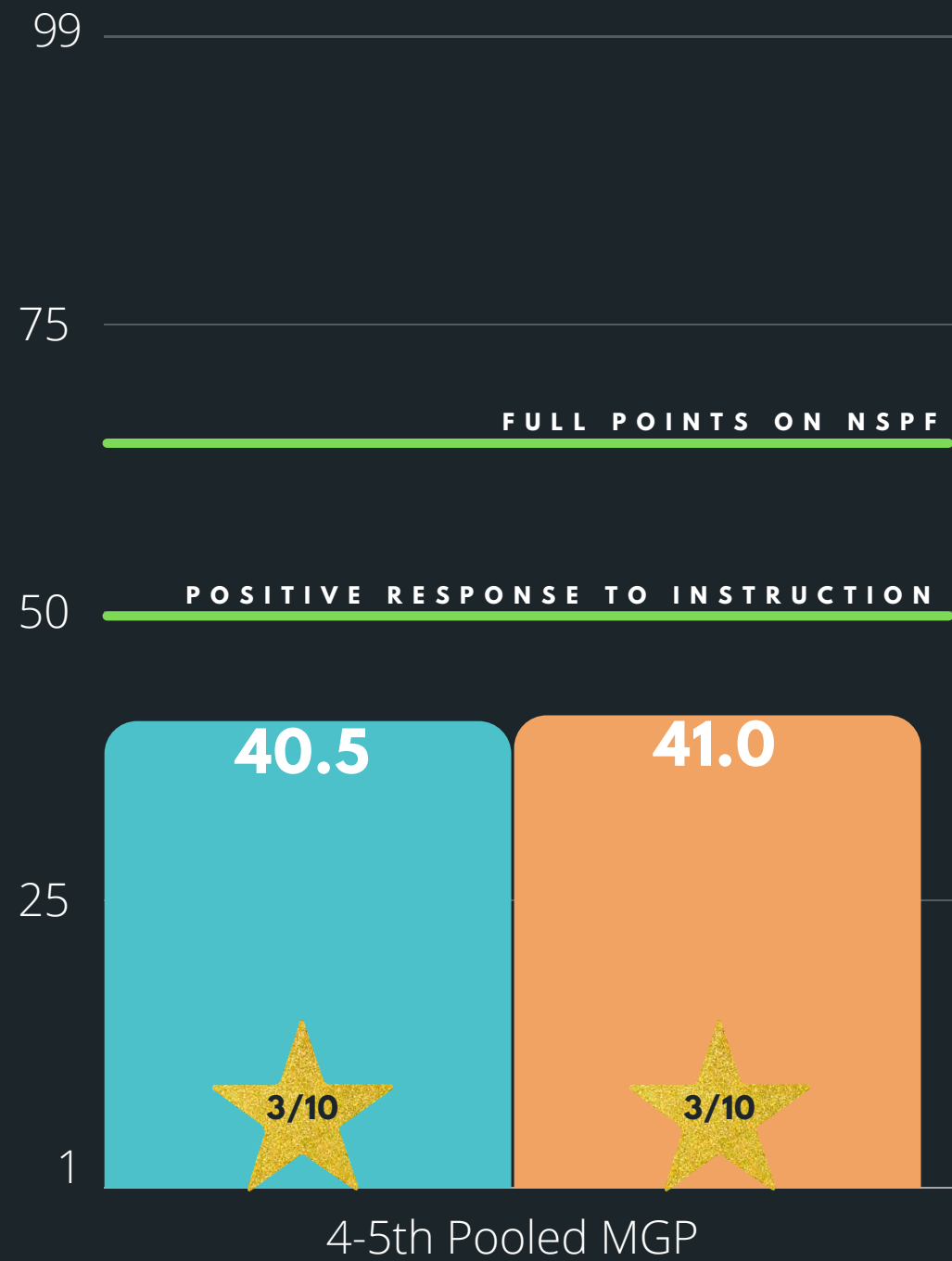
E L A



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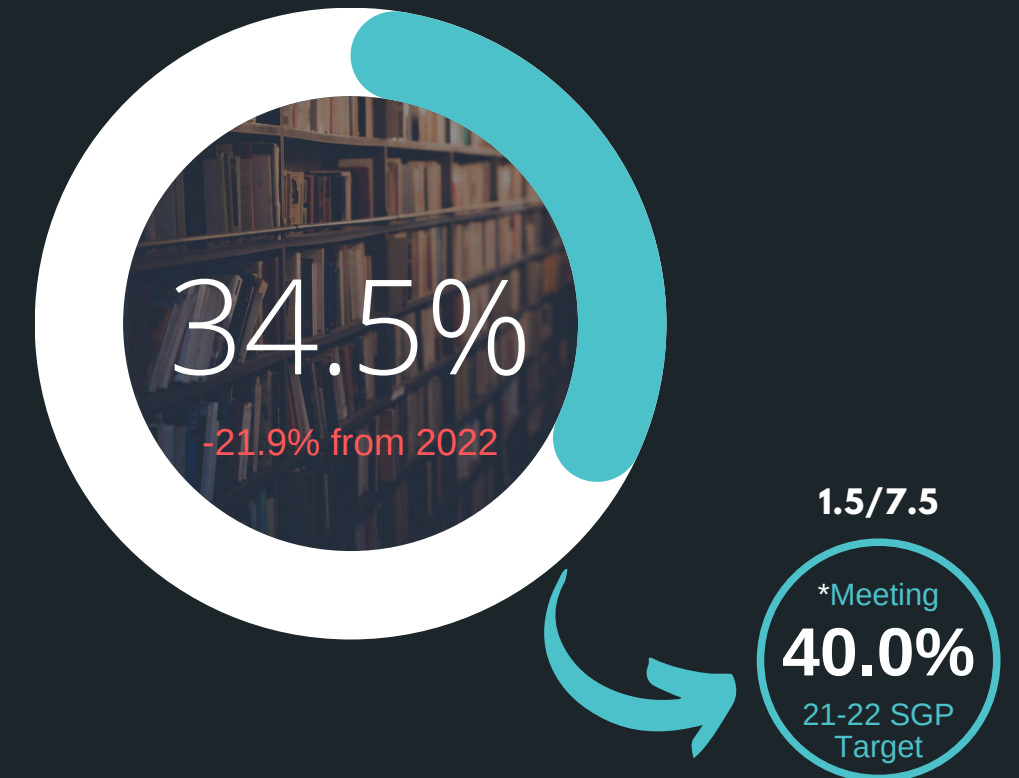


MGP

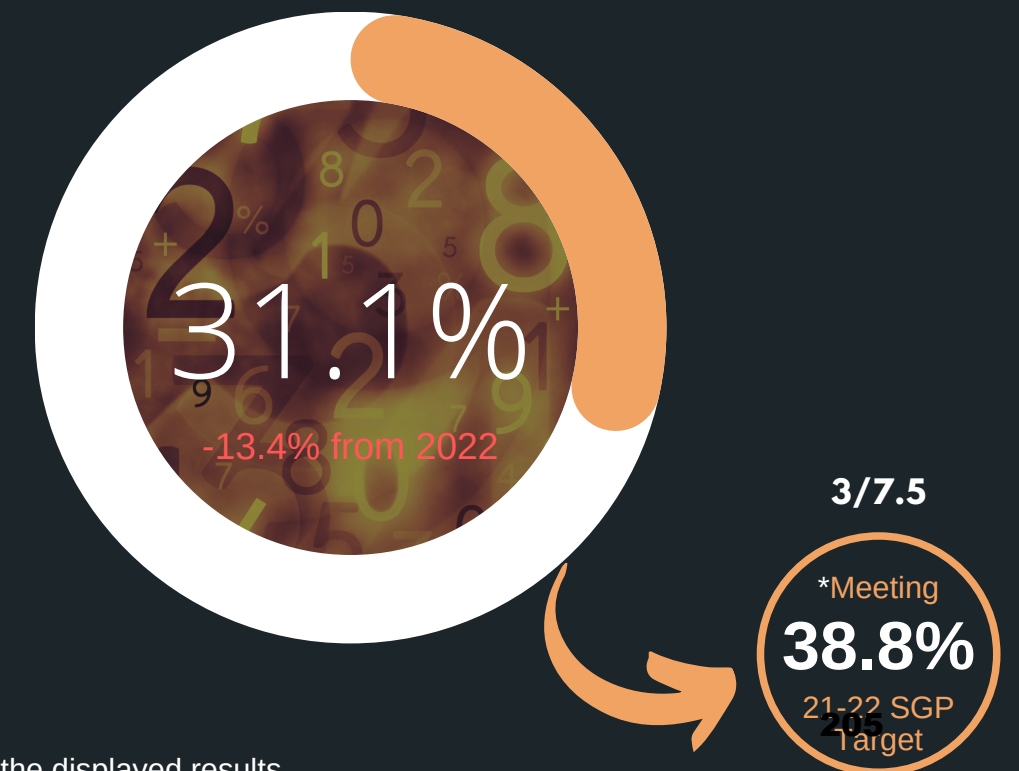


AGP

ELA

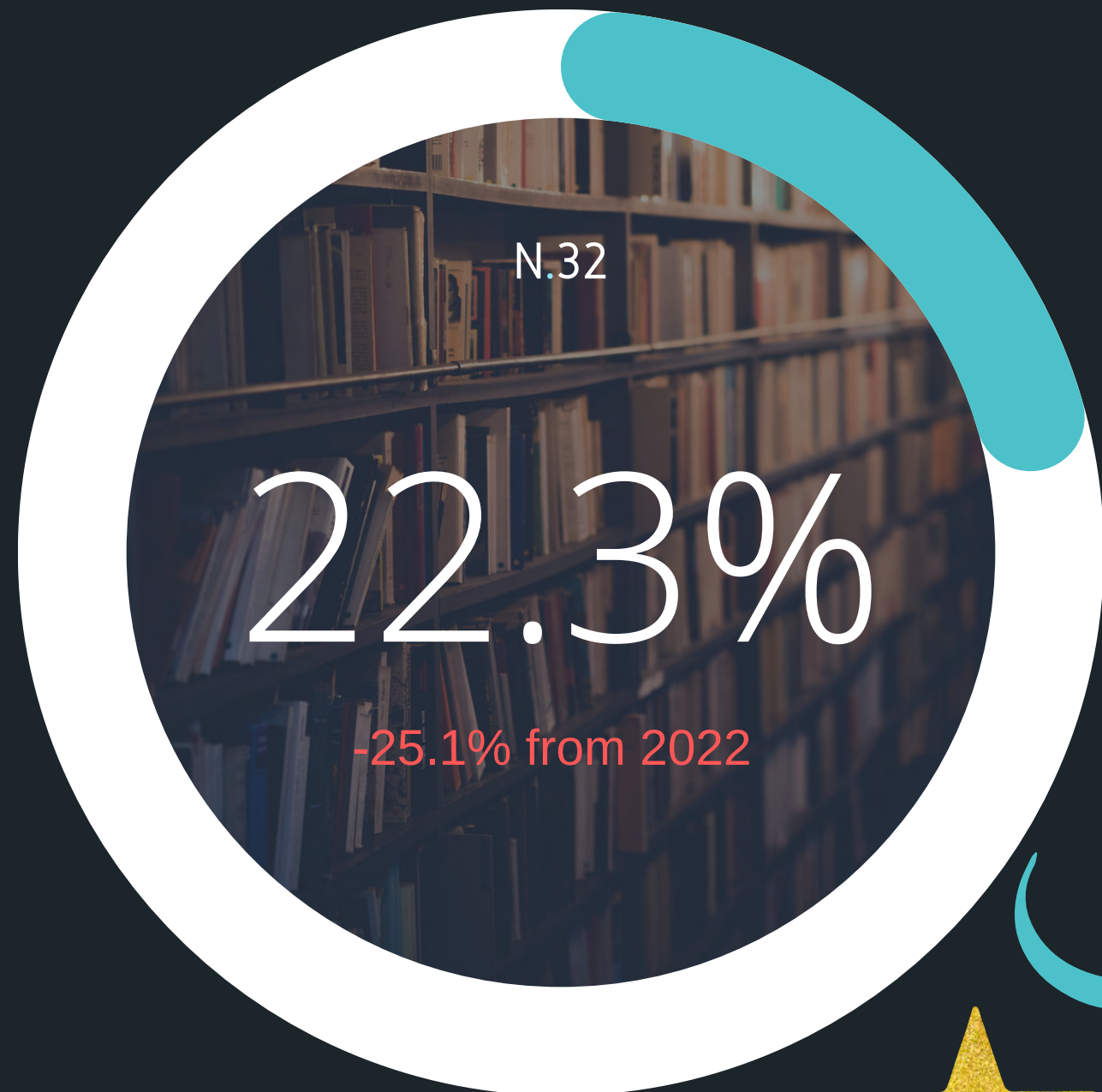


MATH

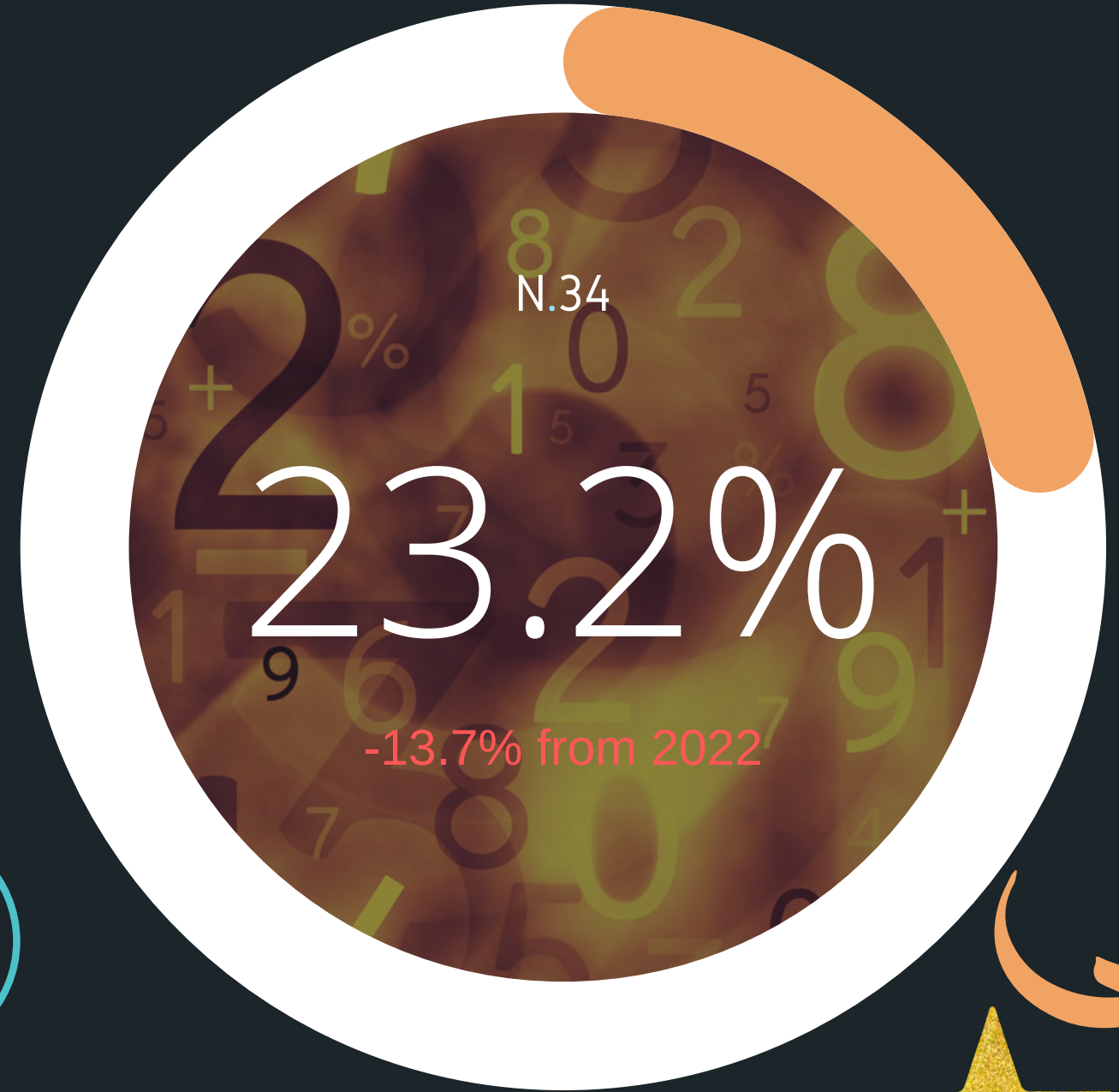


*Data represented only includes previously enrolled students with known 21-22 3-Year SGP Targets from the 21-22 SBAC Growth File. Students not enrolled in the 21-22 school year, are not included in the displayed results.

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*Data represented only includes previously enrolled students with known 21-22 3-Year SGP Targets from the 21-22 SBAC Growth File. Students not enrolled in the 21-22 school year, are not included in the displayed results.

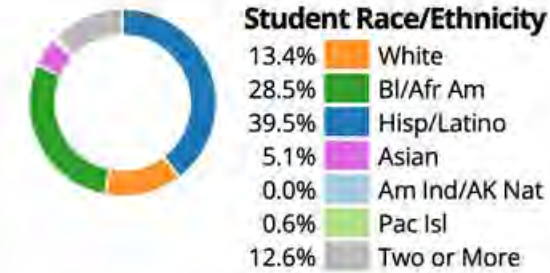
Somerset Academy North Las Vegas

School Year 2022-2023 Nevada School Rating

School Level: Elementary School
 Grade Levels: KG-08
 District: State Public Charter School Authority
 School Address: 385 W. Centennial Parkway North Las Vegas, NV 89084

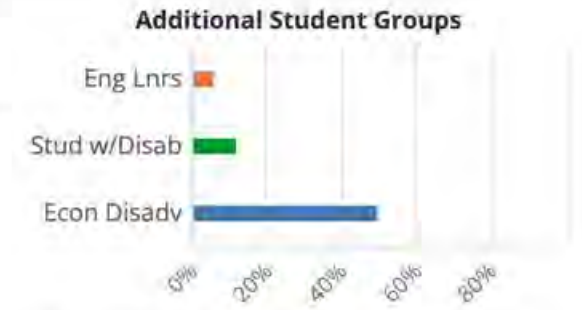


School Type: SPCSA
 School Designation: No Designation
 95% Assessment Participation: Met



School Performance History

School Year	Index Score/ Star Rating
2021-2022	50.5 NR
2020-2021	43.5 ★★



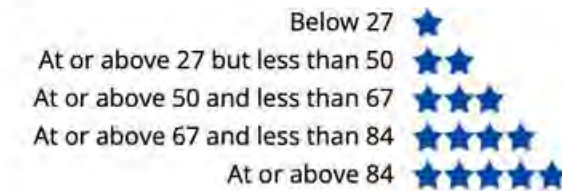
What does my school rating mean?

One-Star school: Identifies a school that has **not met** the state's standard for performance. Students and subgroups are inconsistent in achieving performance standards. A one-star school has multiple areas that require improvement including an urgent need to address areas that are significantly below standard. The school must submit an improvement plan that identifies supports tailored to subgroups and indicators that are below standard. The school is subject to state interventions.

How are school star ratings determined?

Schools receive points based on student performance across various Indicators and Measures. These points are totaled and divided by the points possible to produce an index score from 1-100. This index score is associated with a one- to five-star school rating.

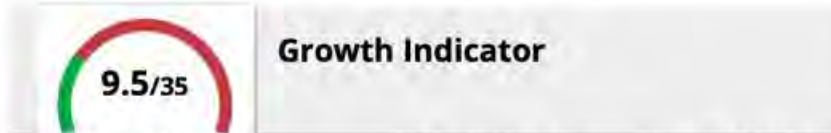
How are star ratings determined based on total index score?



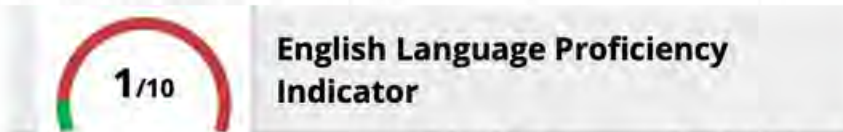
2022-2023 School Performance



Measure	School Rate	District Rate
Pooled Proficiency	31.1	50.0
Math Proficiency	31.5	52.0
ELA Proficiency	35.4	54.6
Science Proficiency	16.8	29.8
Read-by-Grade-3 Proficiency	37.9	52.6



Measure	School Median	District Median
Math MGP	41.0	55.0
ELA MGP	40.5	55.0
	School Rate	District Rate
Met Math AGP Target	31.1	50.8
Met ELA AGP Target	34.5	52.9



Measure	School Rate	District Rate
Met EL AGP Target	29.7	41.5



Measure	School Rate	District Rate
Prior Non-Proficient Met	23.2	31.9
Math AGP Target		
Prior Non-Proficient Met	22.5	37.1
ELA AGP Target		



Measure	School Rate	District Rate
Chronic Absenteeism	16.6	22.9
Climate Survey Participation	91.0	N/A

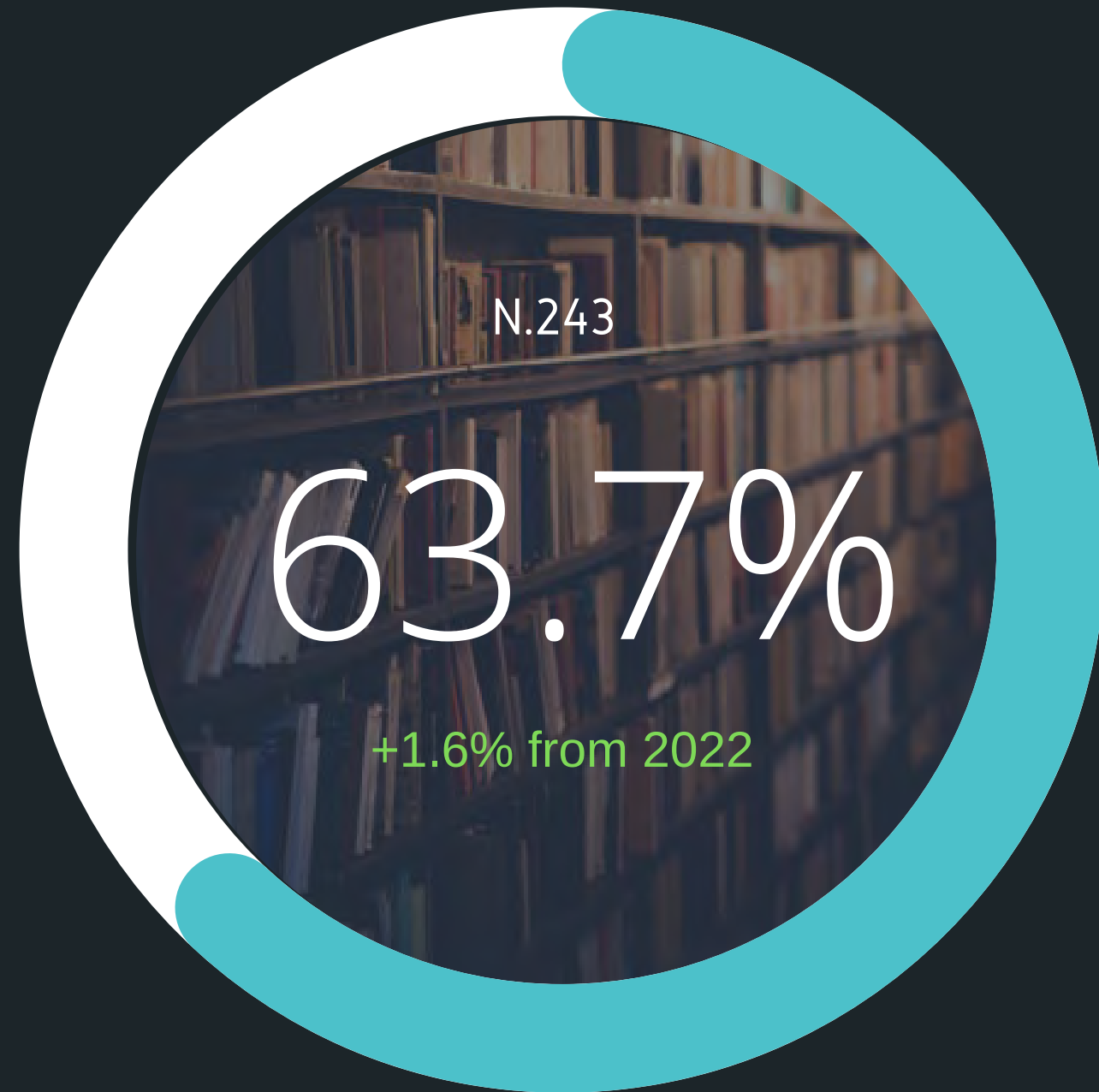
** Reduction in Chronic Absenteeism (CA): Received 1 points in Student Engagement for reducing CA rate by 10% or more over prior year.

Climate Survey Participation is not a point-earning measure.

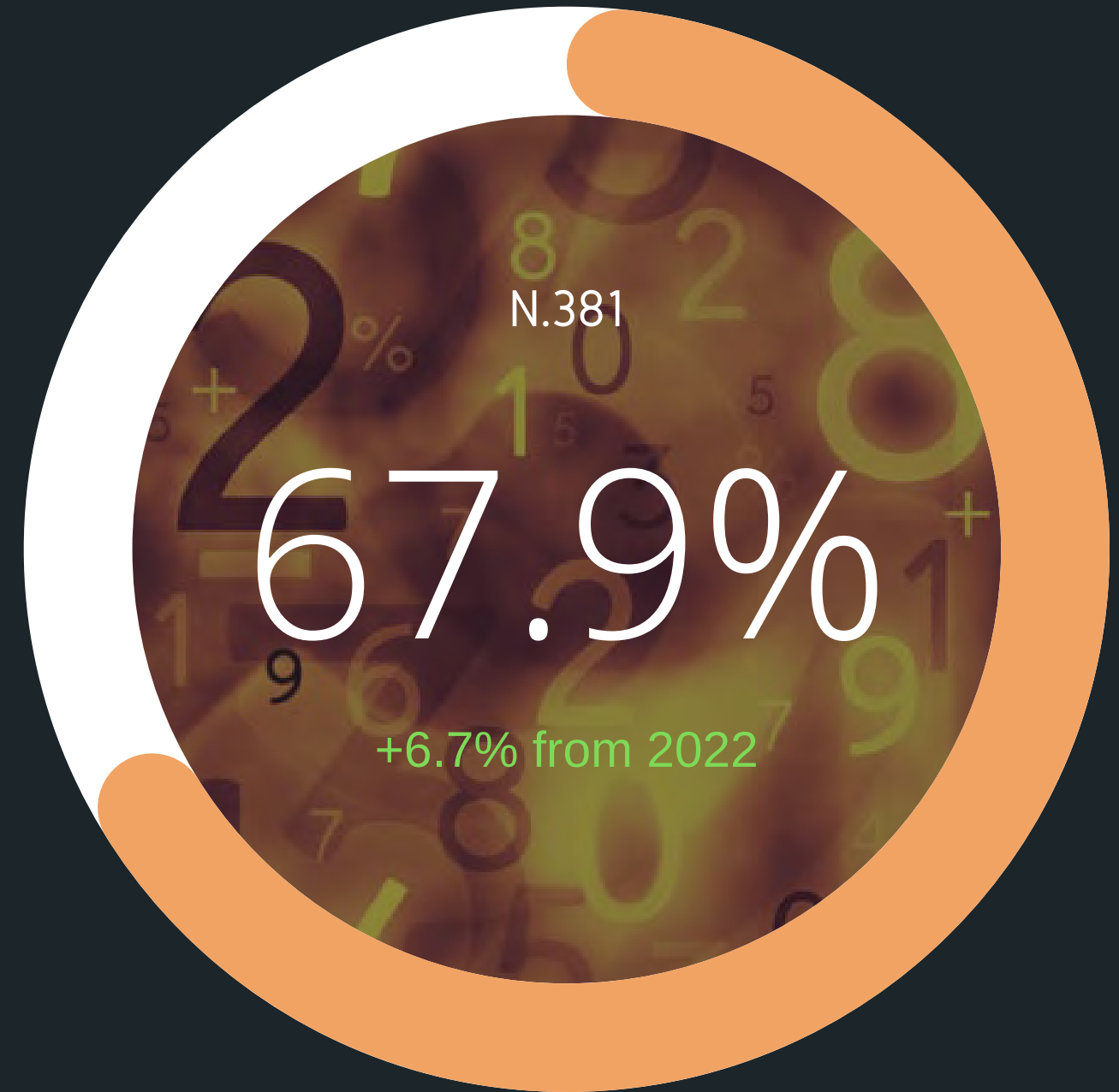
SOMERSET ACADEMY SKY POINTE ELEMENTARY SCHOOL



E L A



M A T H

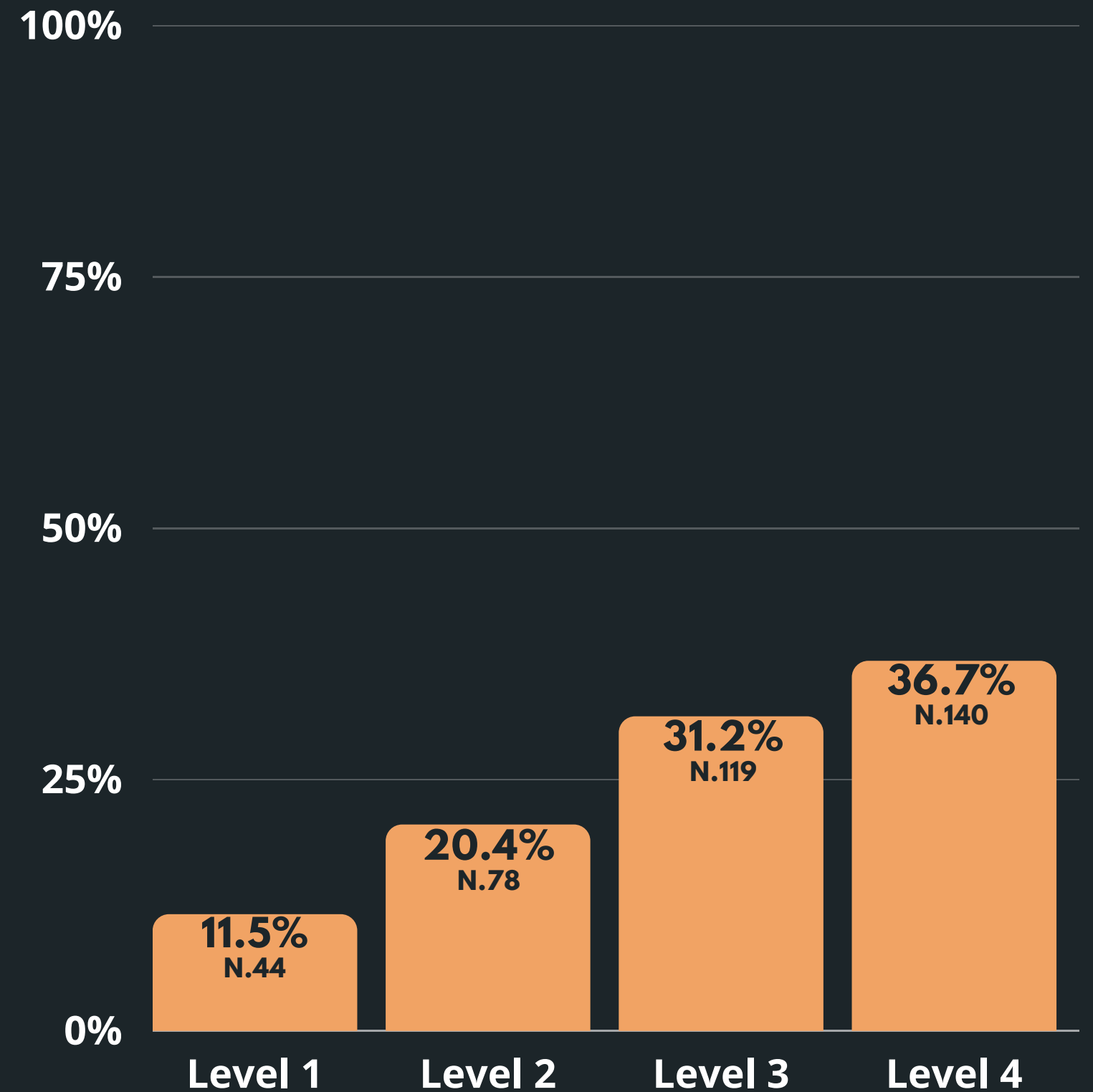
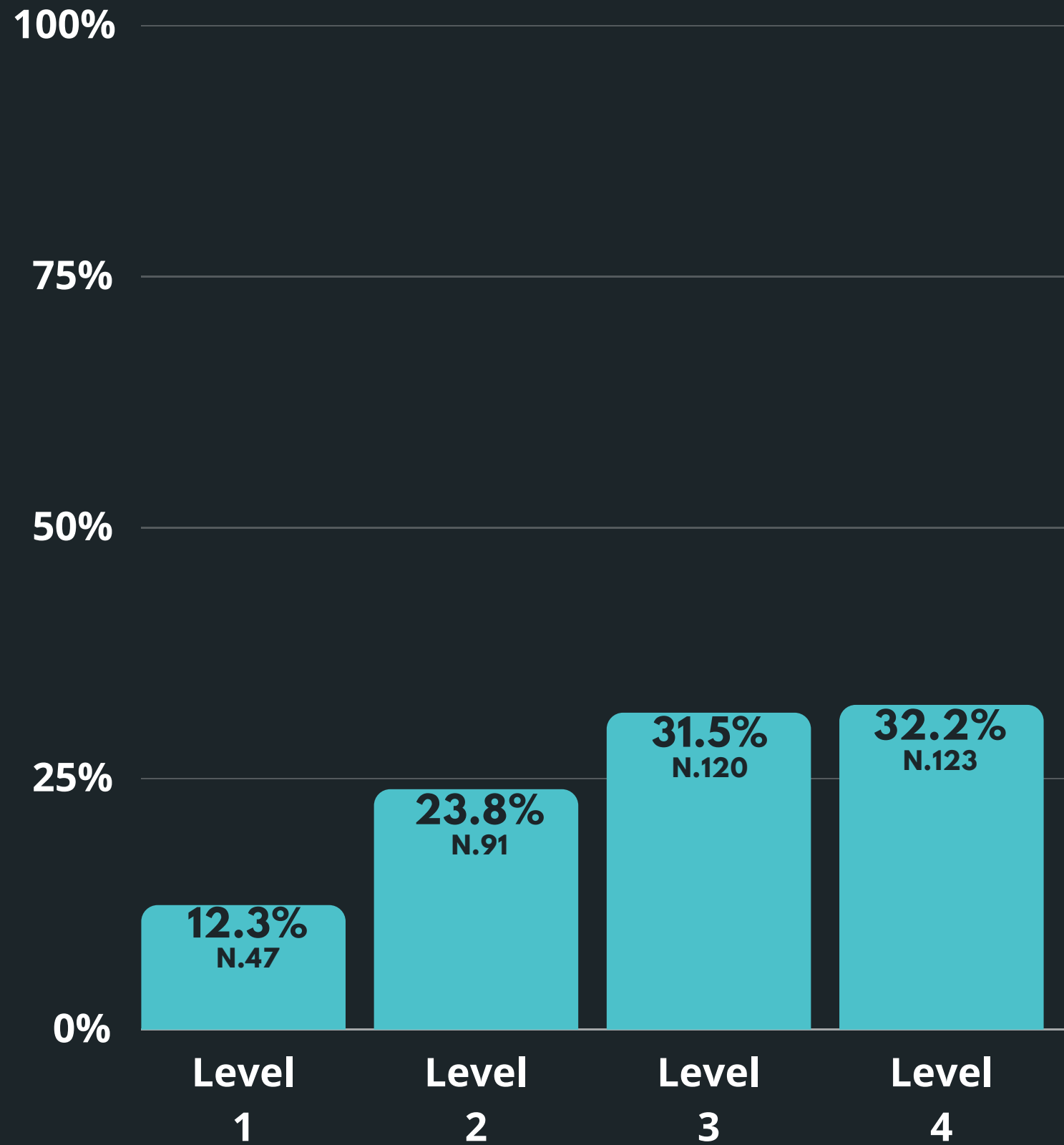


POOLED PROFICIENCY (MATH, ELA, SCIENCE, & NAA) = 62.9%

SOMERSET ACADEMY SKY POINTE ELEMENTARY SBAC 2023 OVERALL ACADEMIC ACHIEVEMENT LEVELS

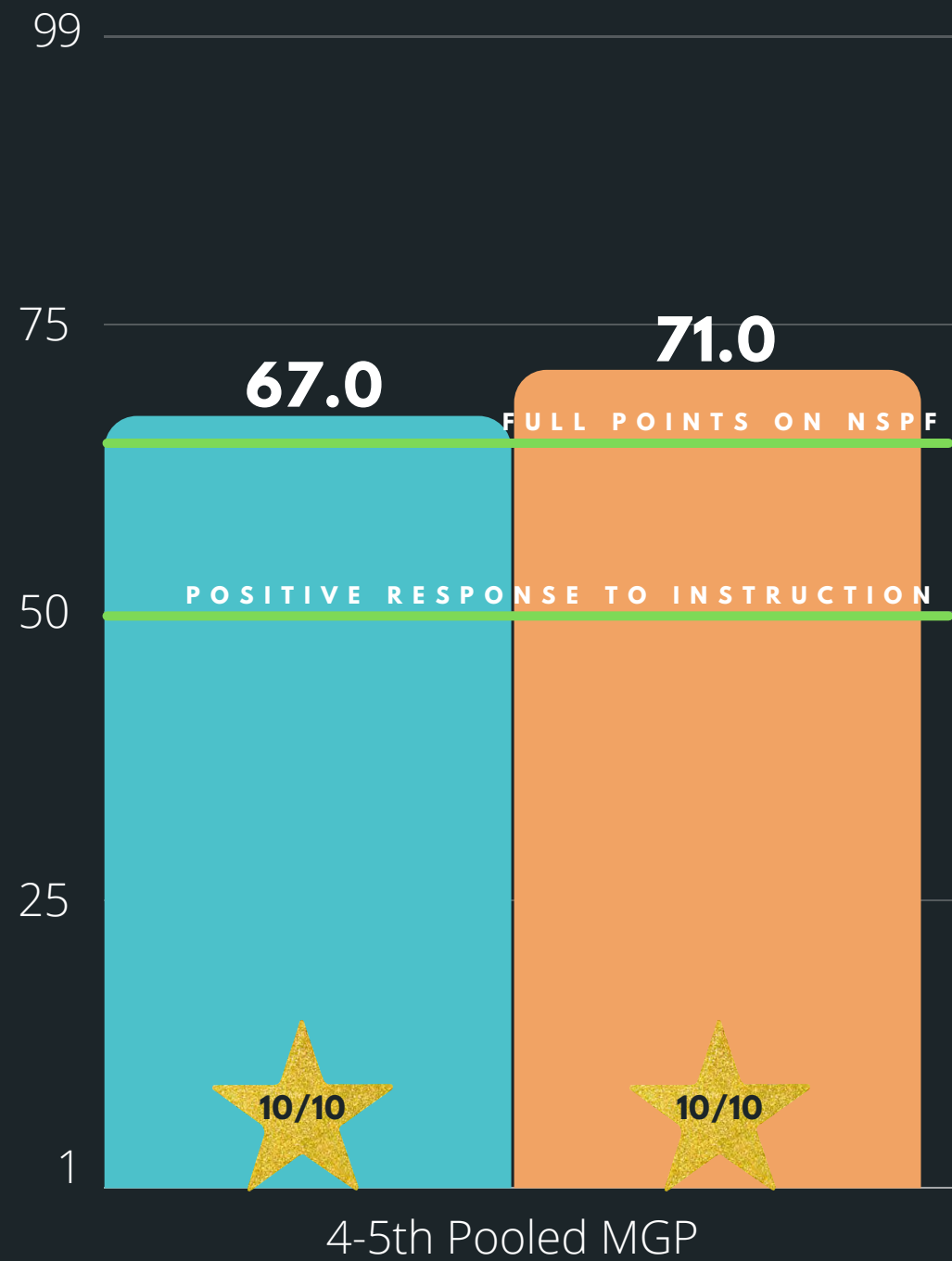
E L A

M A T H



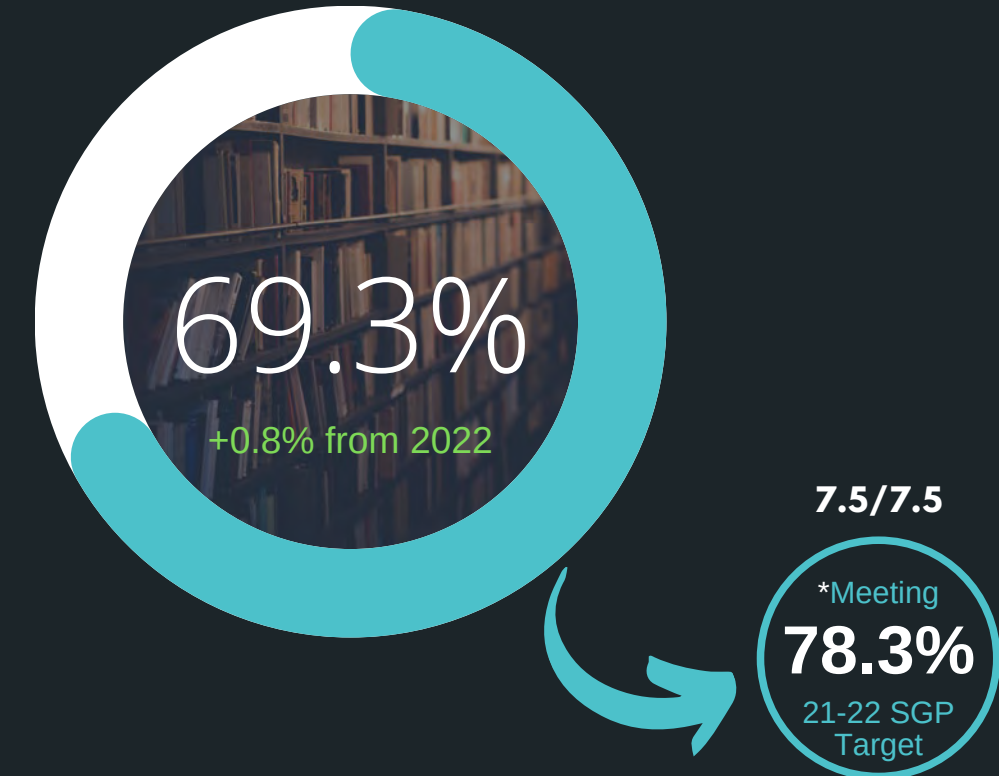
SOMERSET ACADEMY SKY POINTE ELEMENTARY SBAC 2023 OVERALL MGP & STATE REPORTED AGP

M G P

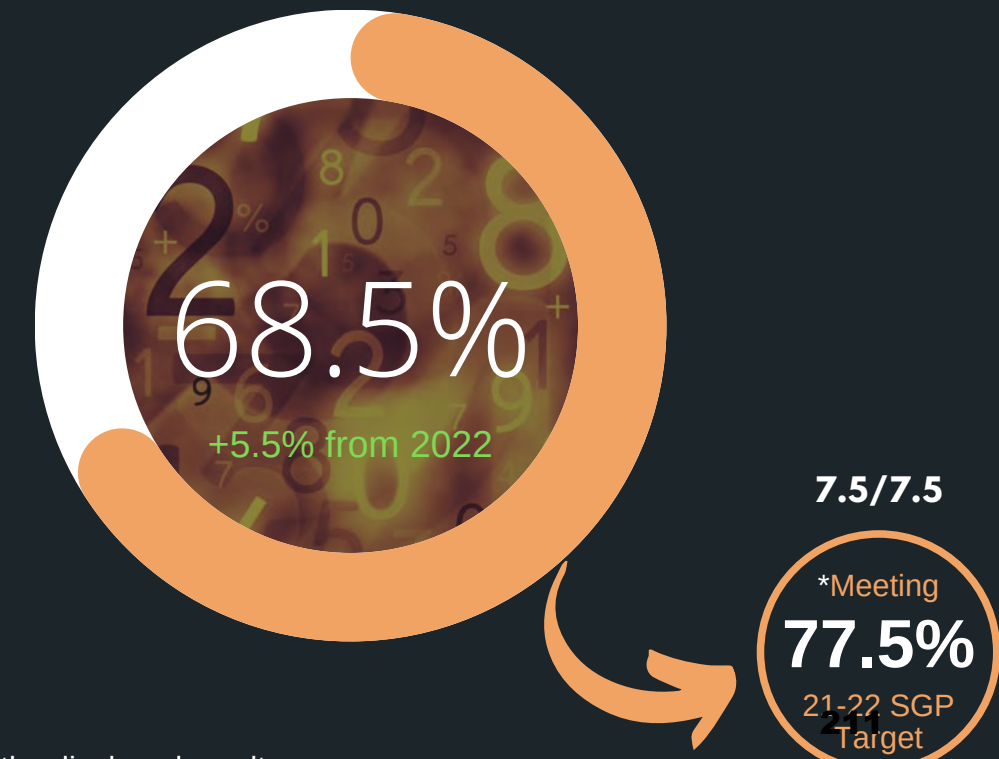


A G P

E L A



M A T H

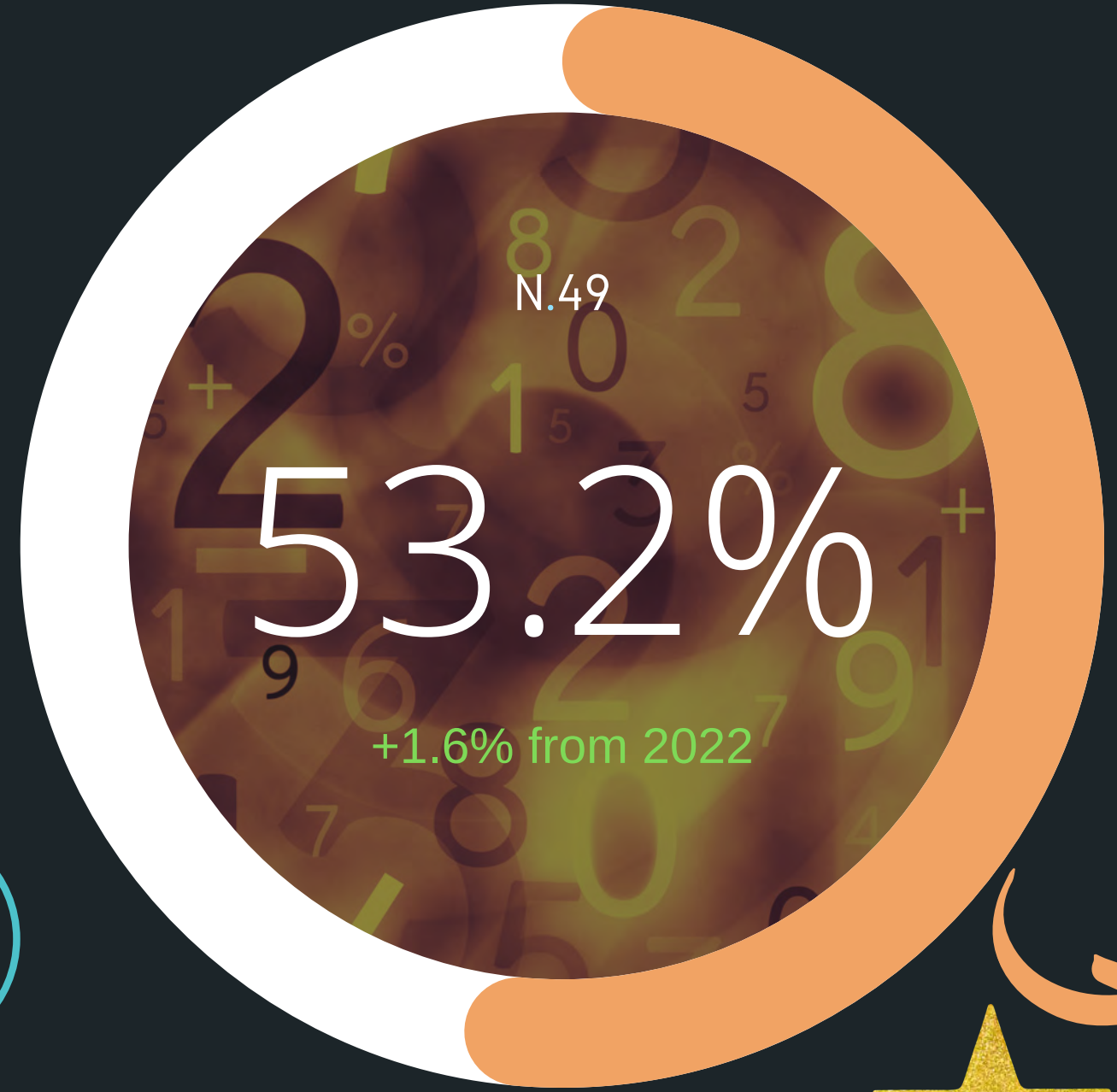


*Data represented only includes previously enrolled students with known 21-22 3-Year SGP Targets from the 21-22 SBAC Growth File. Students not enrolled in the 21-22 school year, are not included in the displayed results.

E L A



M A T H



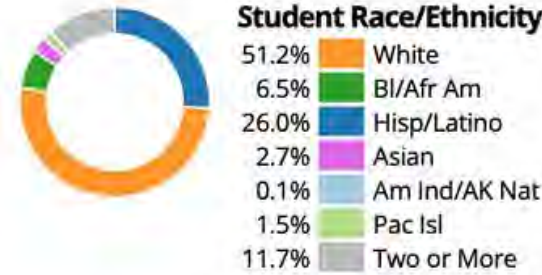
Somerset Academy Sky Pointe

School Year 2022-2023 Nevada School Rating

School Level: Elementary School
 Grade Levels: KG-12
 District: State Public Charter School Authority
 School Address: 7058 Sky Pointe Drive Las Vegas, NV 89131



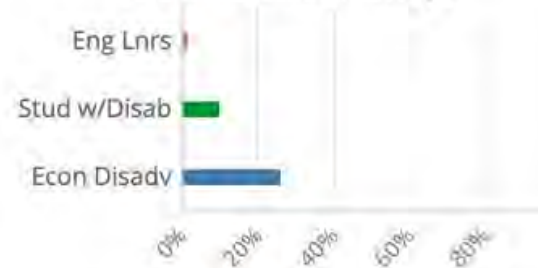
School Type: SPCSA
 School Designation: No Designation
 95% Assessment Participation: Met



School Performance History

School Year	Index Score/ Star Rating
2021-2022	85.5 NR
2020-2021	98.8 ★★★★★

Additional Student Groups



What does my school rating mean?

Five-Star school: Recognizes a **superior** school that exceeds expectations for all students and subgroups on every indicator category with little or no exception. A five star school demonstrates superior academic performance and growth with no opportunity gaps. The school does not fail to meet expectations for any group on any indicator. These schools are recognized for distinguished performance.

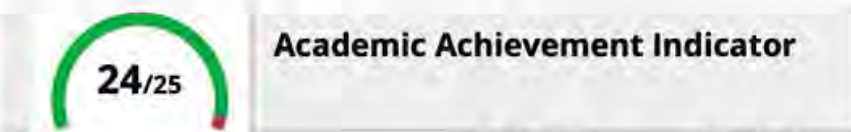
How are school star ratings determined?

Schools receive points based on student performance across various Indicators and Measures. These points are totaled and divided by the points possible to produce an index score from 1-100. This index score is associated with a one- to five-star school rating.

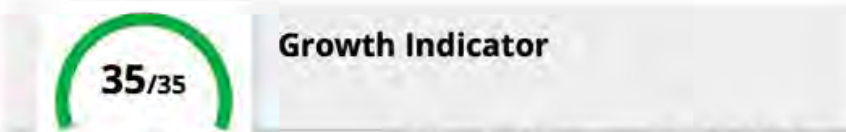
How are star ratings determined based on total index score?

- Below 27 ★
- At or above 27 but less than 50 ★★
- At or above 50 and less than 67 ★★★
- At or above 67 and less than 84 ★★★★
- At or above 84 ★★★★★

2022-2023 School Performance

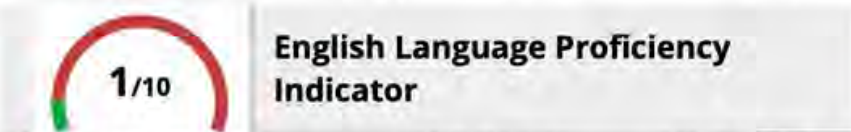


Measure	School Rate	District Rate
Pooled Proficiency	62.9	50.0
Math Proficiency	67.9	52.0
ELA Proficiency	63.7	54.6
Science Proficiency	44.8	29.8
Read-by-Grade-3 Proficiency	53.8	52.6



Measure	School Median	District Median
Math MGP	71.0	55.0
ELA MGP	67.0	55.0

Measure	School Rate	District Rate
Met Math AGP Target	68.5	50.8
Met ELA AGP Target	69.3	52.9



Measure	School Rate	District Rate
Met EL AGP Target	9.0	41.5



Measure	School Rate	District Rate
Prior Non-Proficient Met	53.2	31.9
Math AGP Target		
Prior Non-Proficient Met	60.1	37.1
ELA AGP Target		

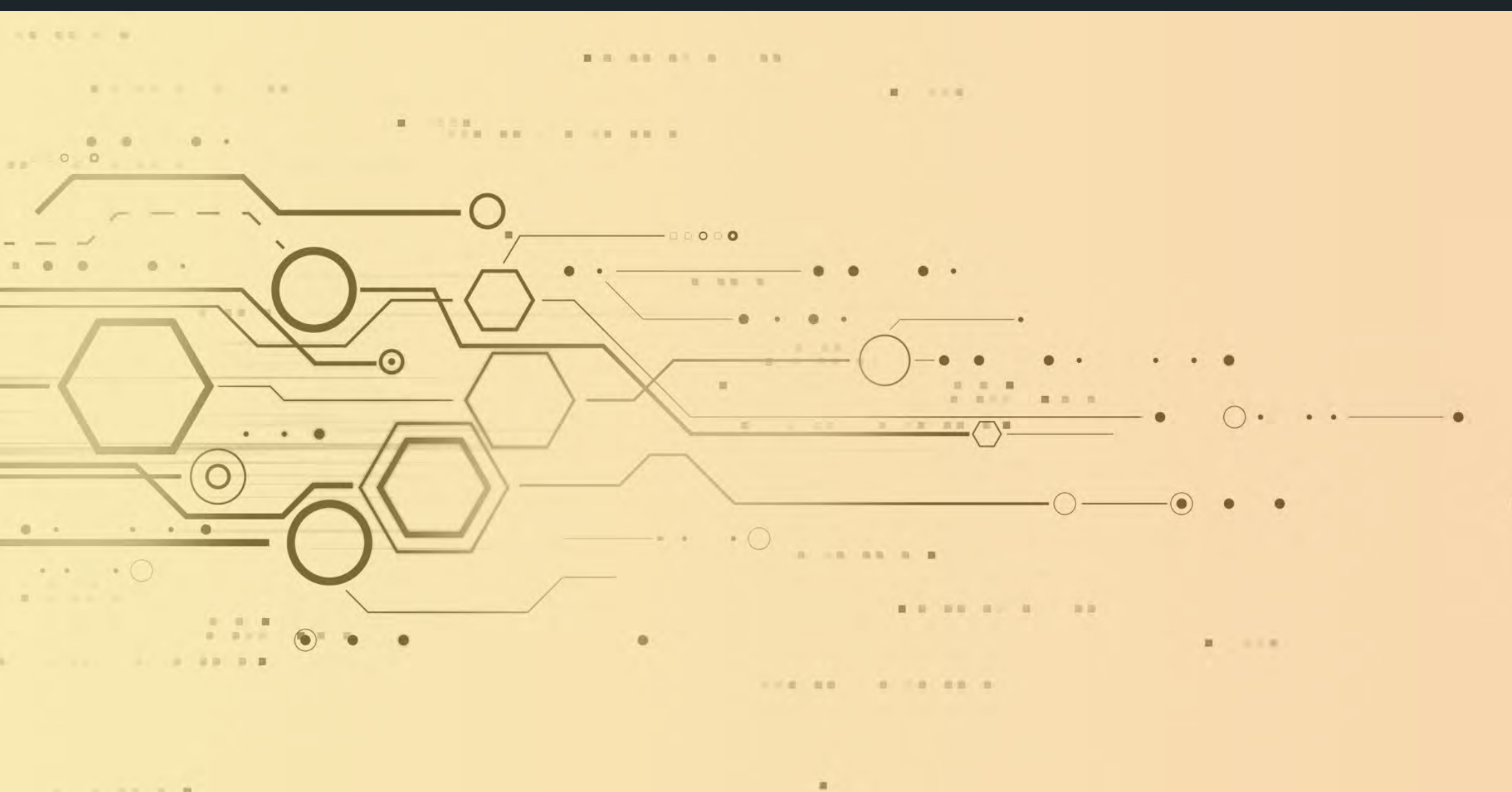


Measure	School Rate	District Rate
Chronic Absenteeism	<5	22.9
Climate Survey Participation	92.0	N/A

** Reduction in Chronic Absenteeism (CA); Received 1 points in Student Engagement for reducing CA rate by 10% or more over prior year.
 Climate Survey Participation is not a point-earning measure.



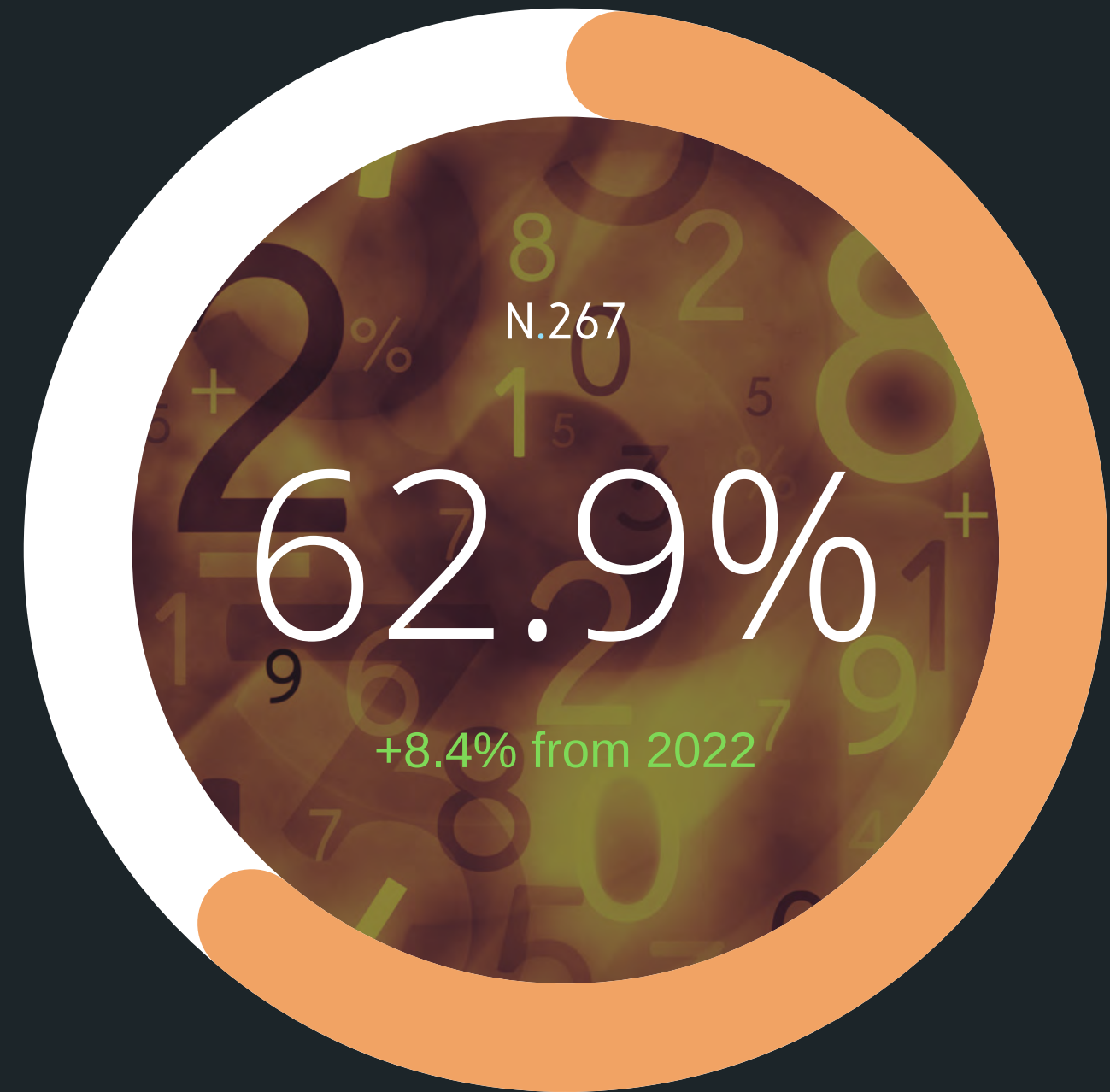
SOMERSET ACADEMY SKY POINTE MIDDLE SCHOOL



E L A



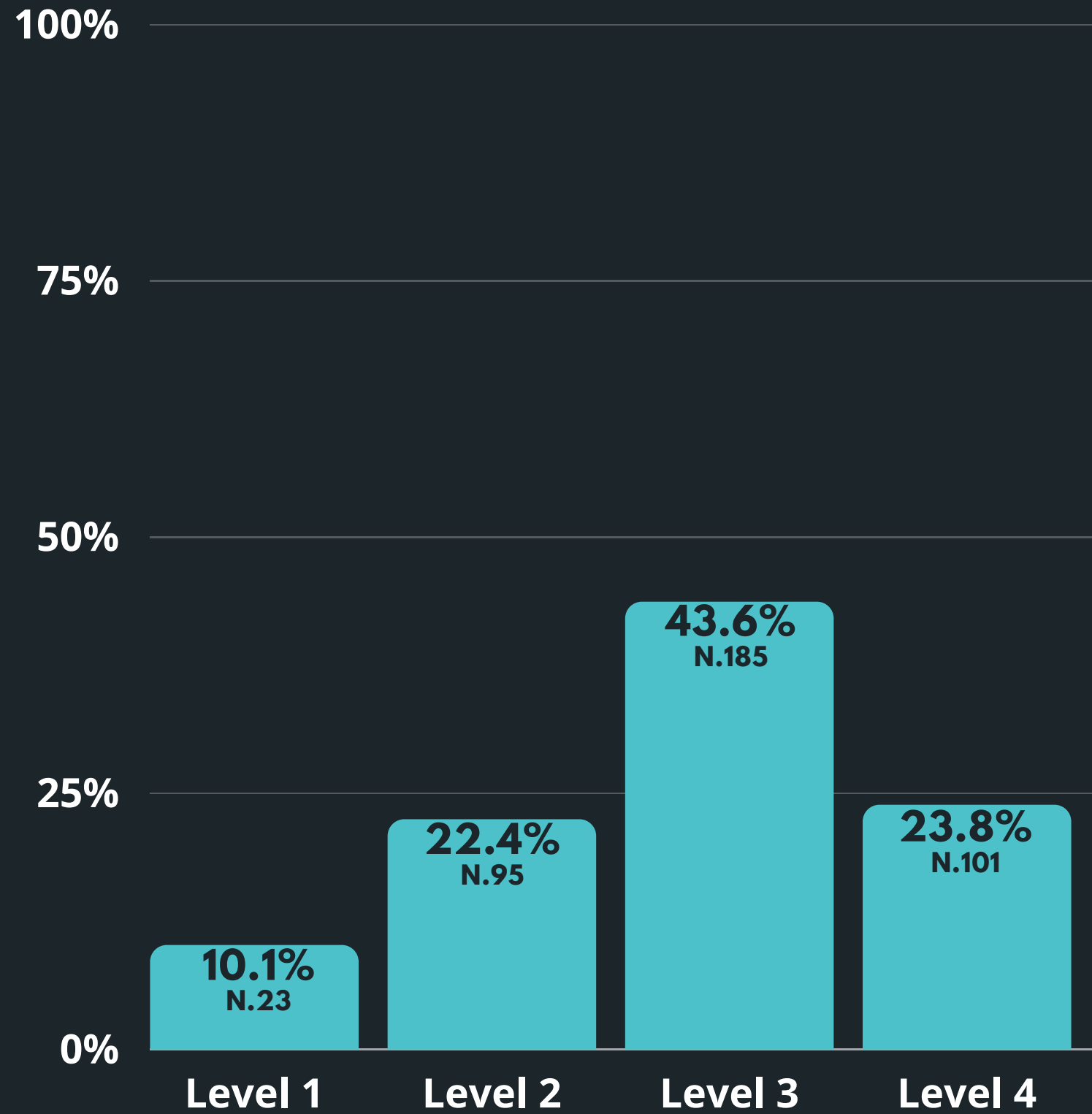
M A T H



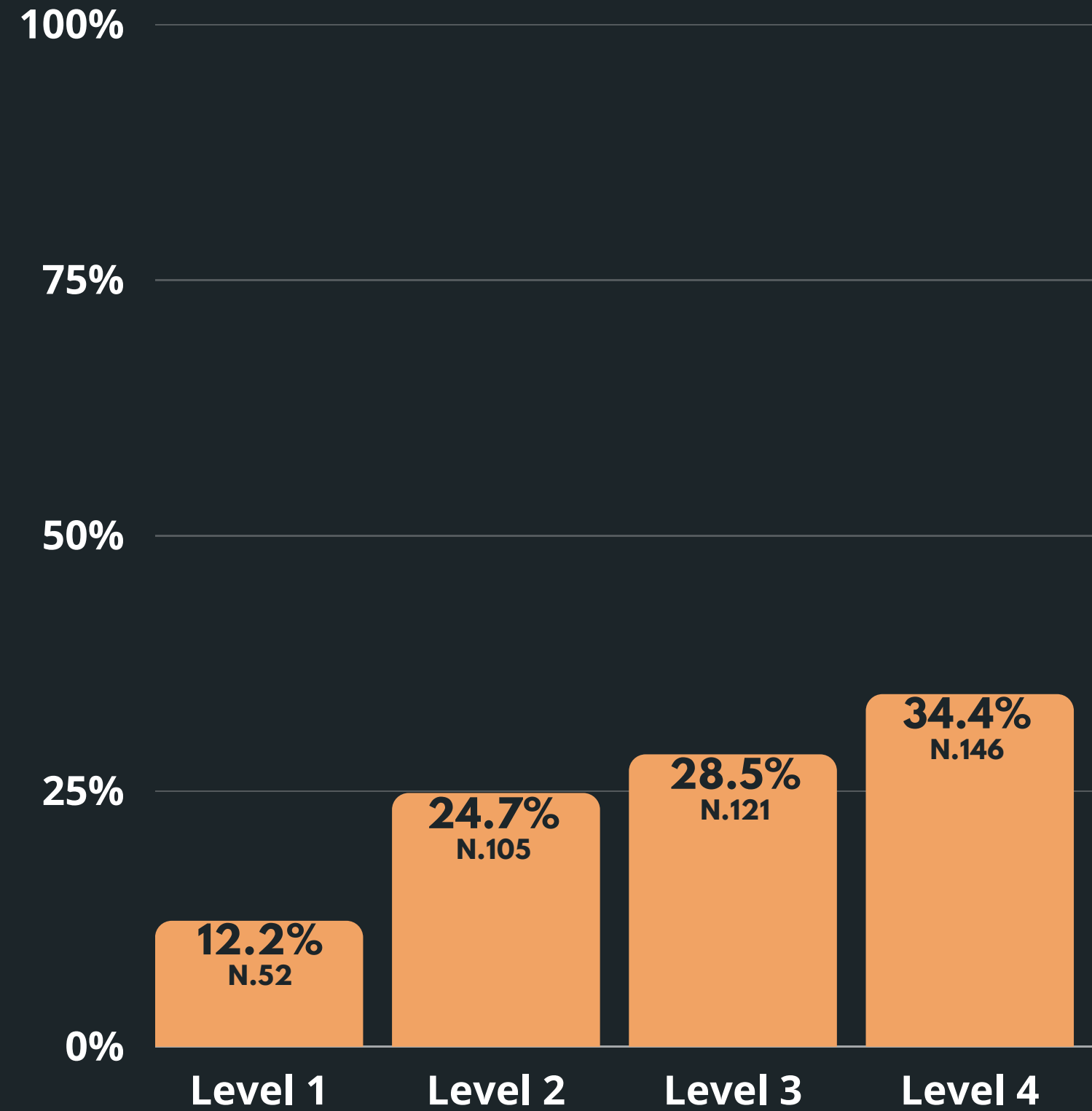
POOLED PROFICIENCY (MATH, ELA, SCIENCE, & NAA) = 63.6%

SOMERSET ACADEMY SKY POINTE MIDDLE SCHOOL SBAC 2023 OVERALL ACADEMIC ACHIEVEMENT LEVELS

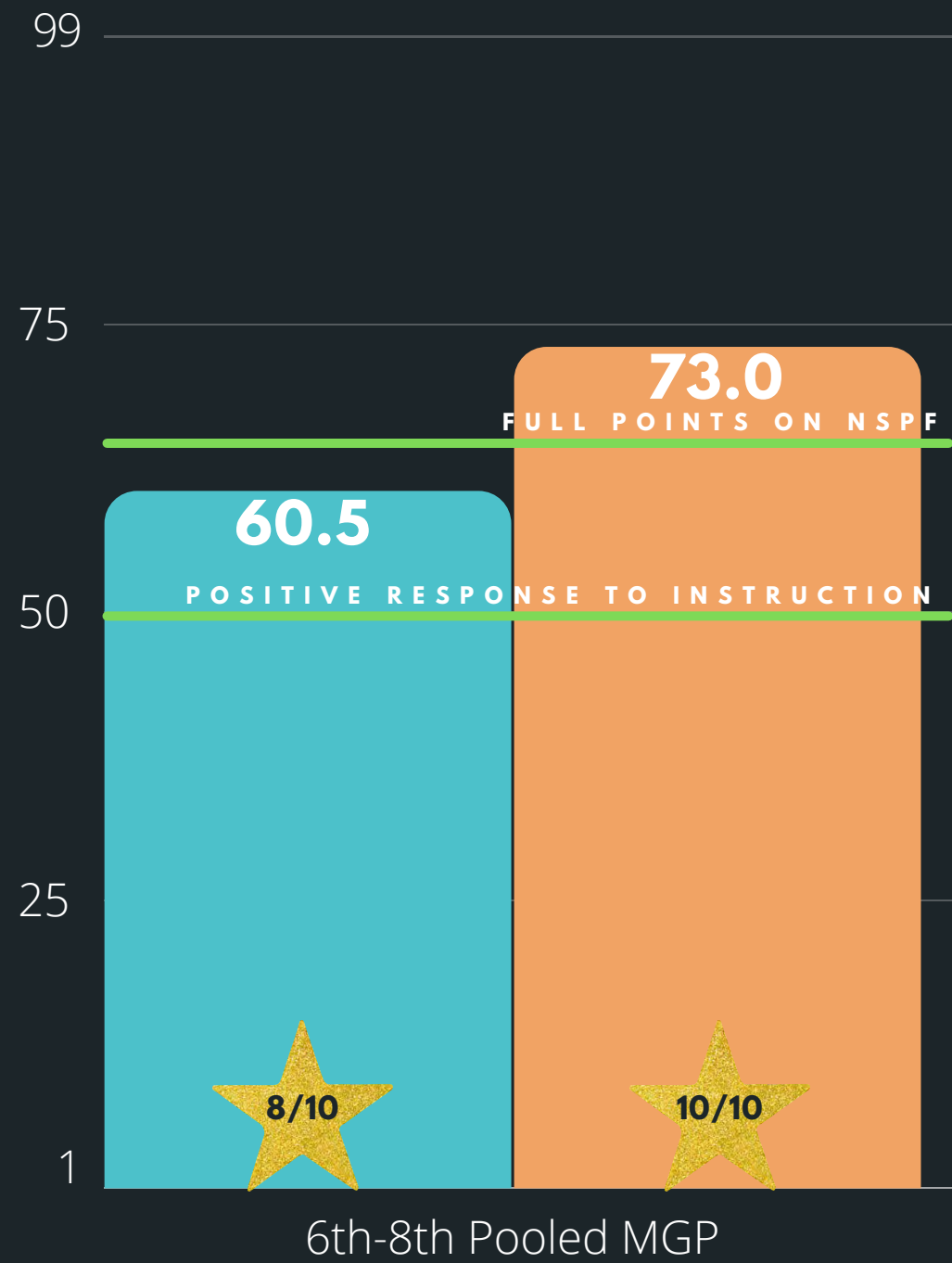
E L A



M A T H

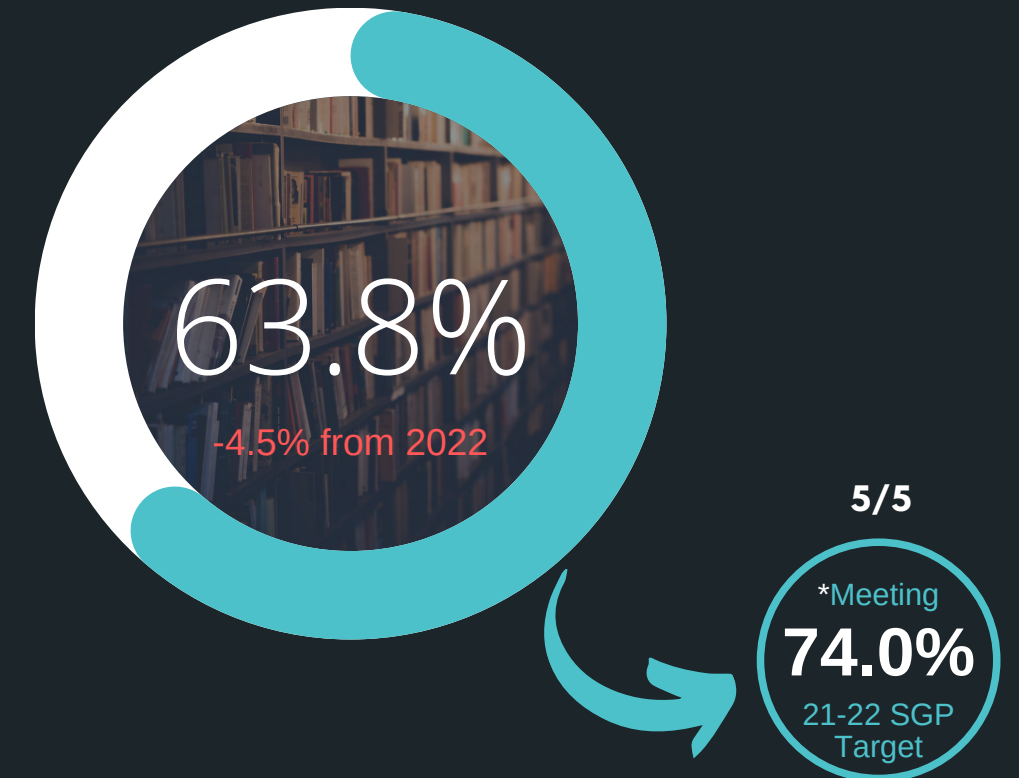


MGP

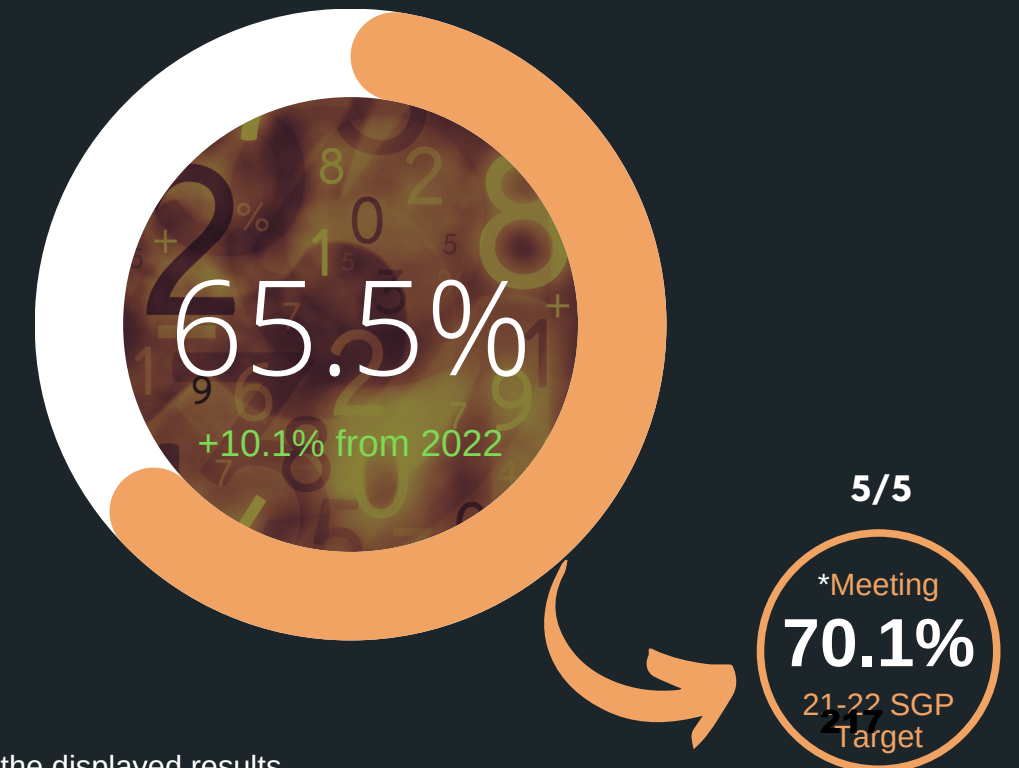


AGP

E L A

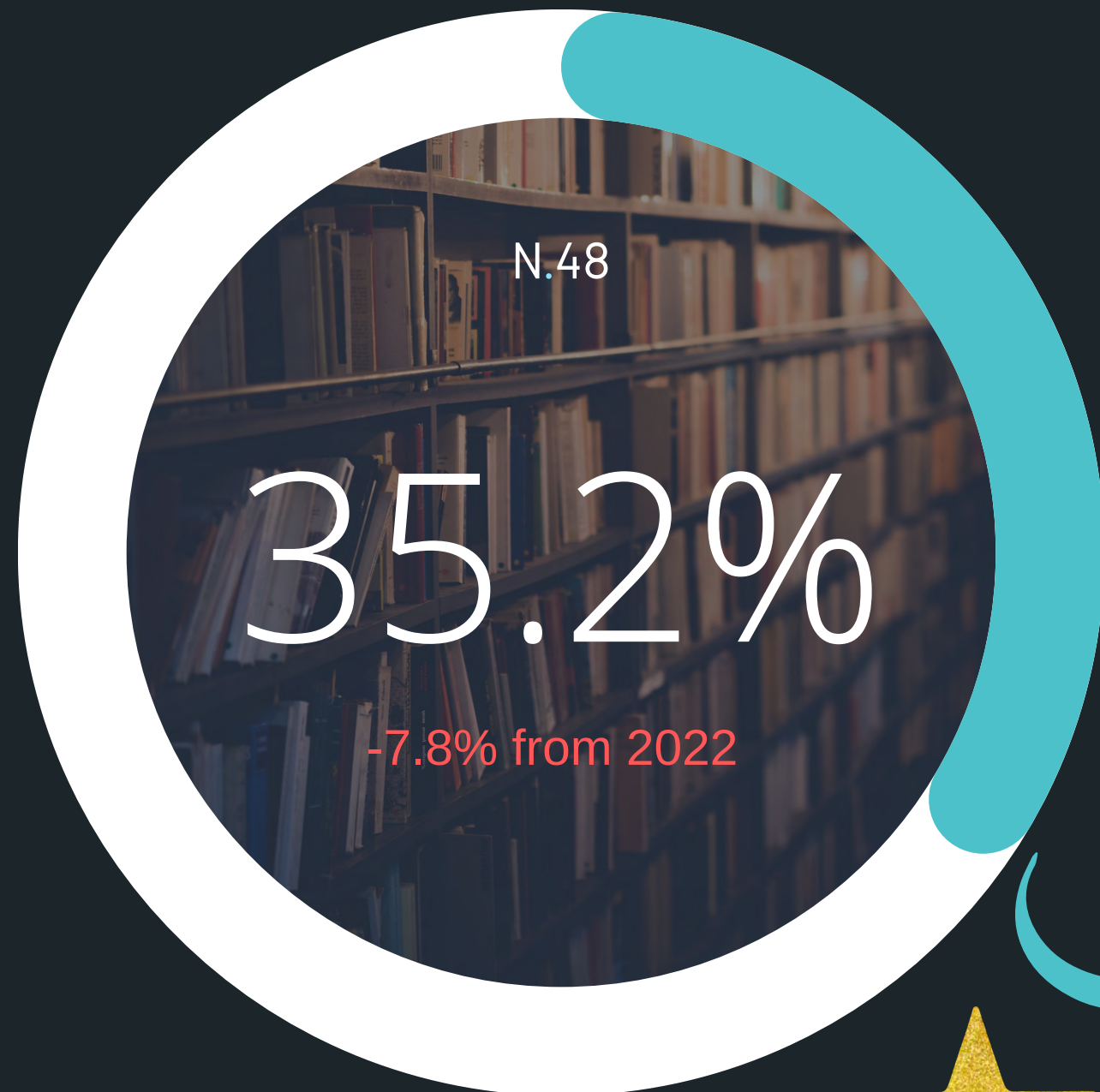


M A T H



*Data represented only includes previously enrolled students with known 21-22 3-Year SGP Targets from the 21-22 SBAC Growth File. Students not enrolled in the 21-22 school year, are not included in the displayed results.

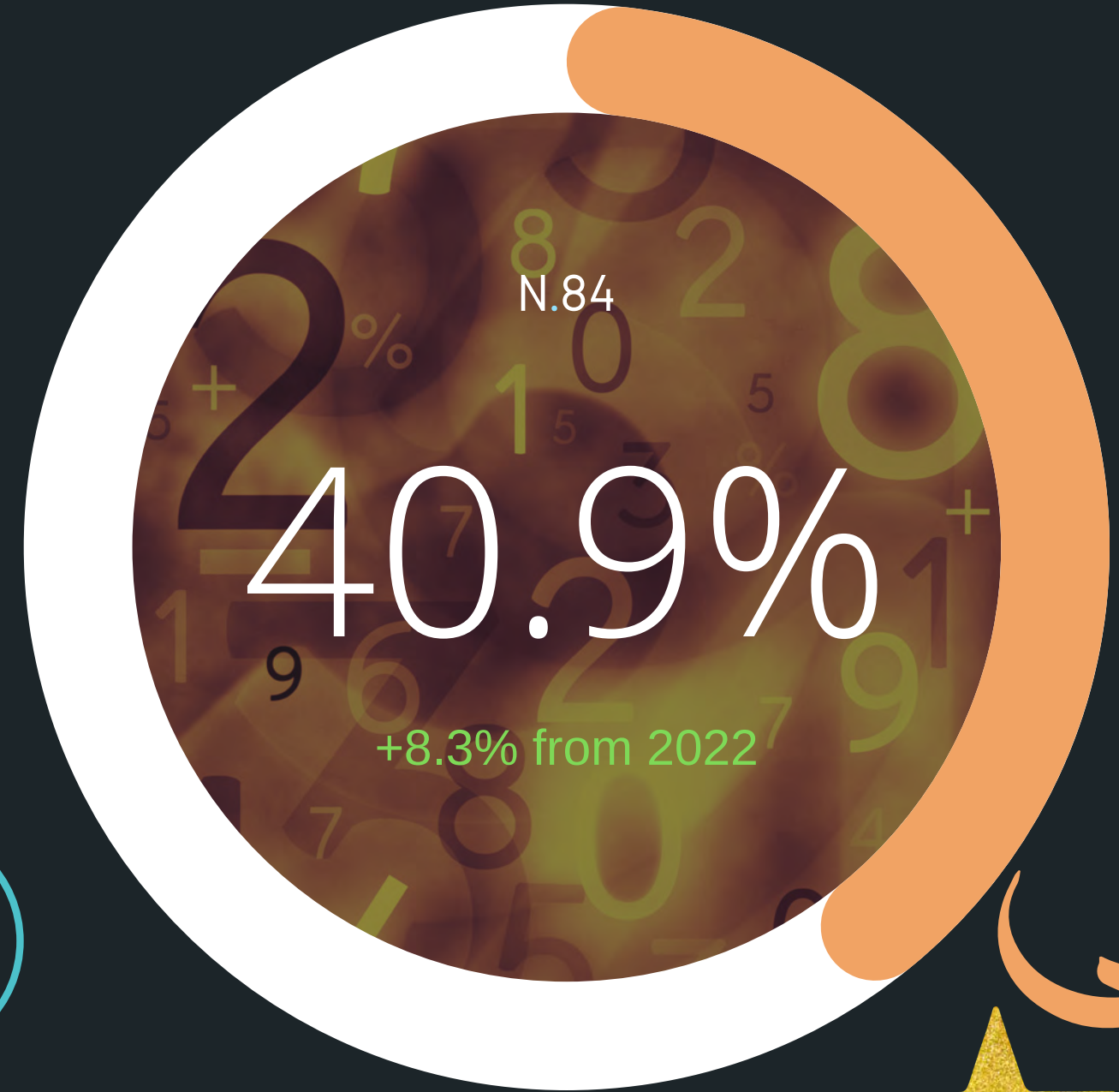
E L A



10/10
*Meeting
48.7%
21-22 SGP
Target



M A T H



10/10
*Meeting
48.3%
21-22 SGP
Target



*Data represented only includes previously enrolled students with known 21-22 3-Year SGP Targets from the 21-22 SBAC Growth File. Students not enrolled in the 21-22 school year, are not included in the displayed results.

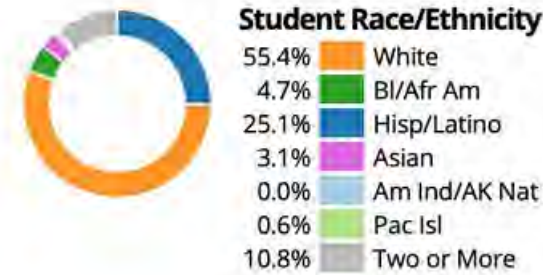
Somerset Academy Sky Pointe

School Year 2022-2023 Nevada School Rating

School Level: Middle School
 Grade Levels: KG-12
 District: State Public Charter School Authority
 School Address: 7058 Sky Pointe Drive, Las Vegas, NV 89131

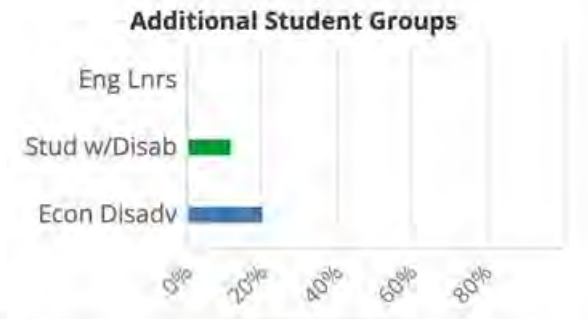


School Type: SPCSA
 School Designation: No Designation
 95% Assessment Participation: Met



School Performance History

School Year	Index Score/Star Rating
2021-2022	92.2 NR
2020-2021	88.8 ★★★★★



What does my school rating mean?

Five-Star school: Recognizes a **superior** school that exceeds expectations for all students and subgroups on every indicator category with little or no exception. A five star school demonstrates superior academic performance and growth with no opportunity gaps. The school does not fail to meet expectations for any group on any indicator. These schools are recognized for distinguished performance.

How are school star ratings determined?

Schools receive points based on student performance across various Indicators and Measures. These points are totaled and divided by the points possible to produce an index score from 1-100. This index score is associated with a one- to five-star school rating.

How are star ratings determined based on total index score?

- Below 29 ★
- At or above 29 but less than 50 ★★
- At or above 50 and less than 70 ★★★
- At or above 70 and less than 80 ★★★★
- At or above 80 ★★★★★

2022-2023 School Performance

Academic Achievement Indicator 25/25

Measure	School Rate	District Rate
Pooled Proficiency	63.6	45.7
Math Proficiency	62.9	38.5
ELA Proficiency	67.4	53.4
Science Proficiency	54.6	43.9

Student Growth Indicator 28/30

Measure	School Median	District Median
Math MGP	73.0	56.0
ELA MGP	60.5	56.0
	School Rate	District Rate
Met Math AGP Target	65.5	40.4
Met ELA AGP Target	63.8	52.8

English Language Proficiency Indicator N/A

Measure	School Rate	District Rate
Met EL AGP Target	-	29.3

Closing Opportunity Gaps Indicator 20/20

Measure	School Rate	District Rate
Prior Non-Proficient Met	40.9	18.0
Math AGP Target		
Prior Non-Proficient Met	35.2	23.3
ELA AGP Target		

Student Engagement Indicator **15/15

Measure	School Rate	District Rate
Chronic Absenteeism	<5	18.8
Academic Learning Plans	>95	>95
8th Grade Credit Requirements	93.8	92.7
Climate Survey Participation	84.0	N/A

** Reduction in Chronic Absenteeism (CA): Received 1 points in Student Engagement for reducing CA rate by 10% or more over prior year.
 Climate Survey Participation is not a point-earning measure.

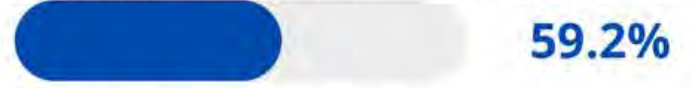


SOMERSET ACADEMY SKY POINTE HIGH SCHOOL

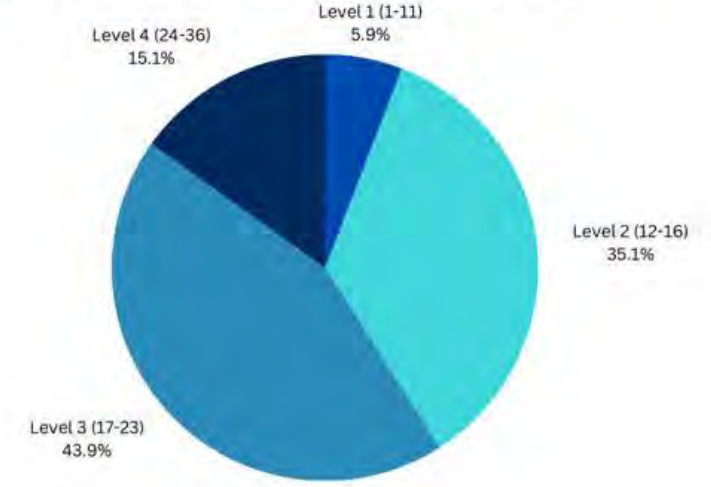


ENGLISH LANGUAGE ARTS (ELA)

Overall Academic Performance (%)

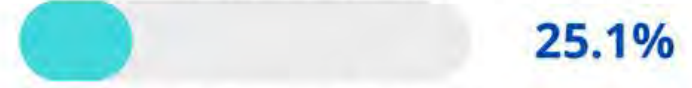


ELA Performance by NV Level

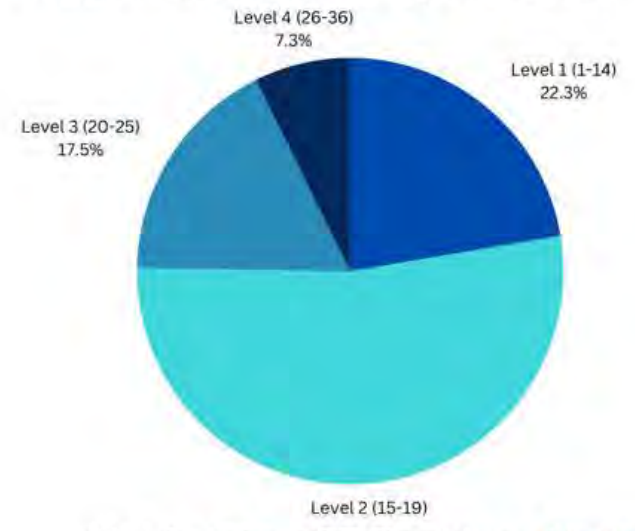


MATHEMATICS

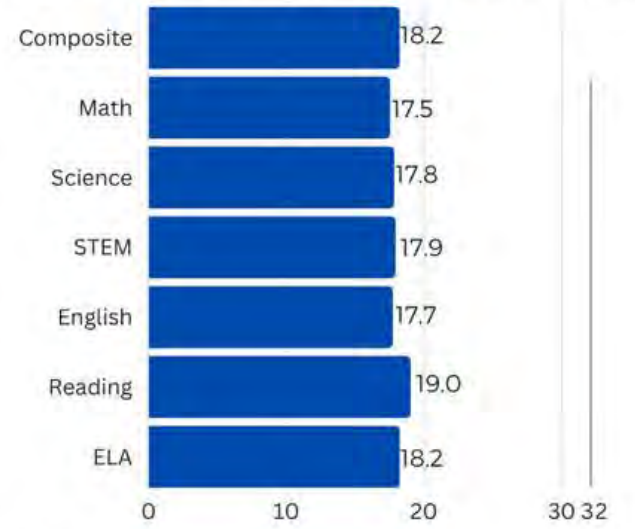
Overall Academic Performance (%)



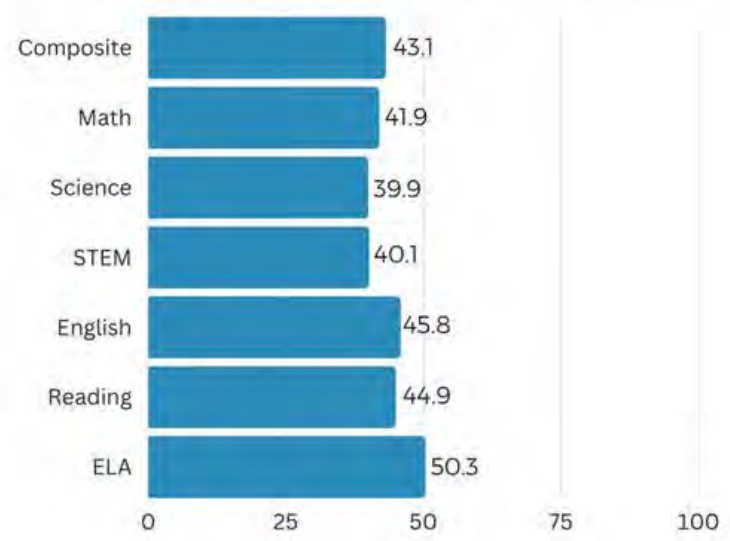
Math Performance by NV Level



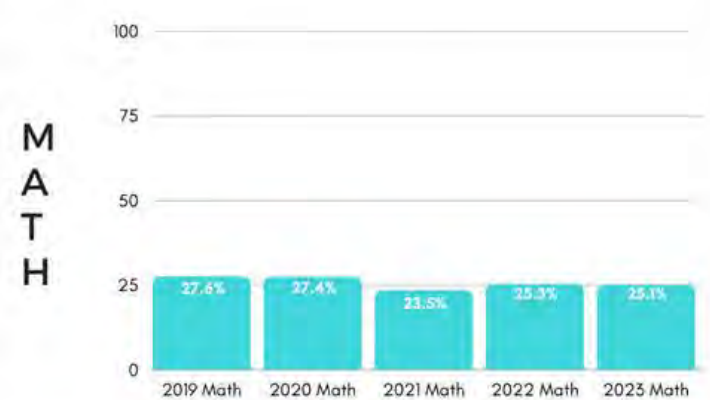
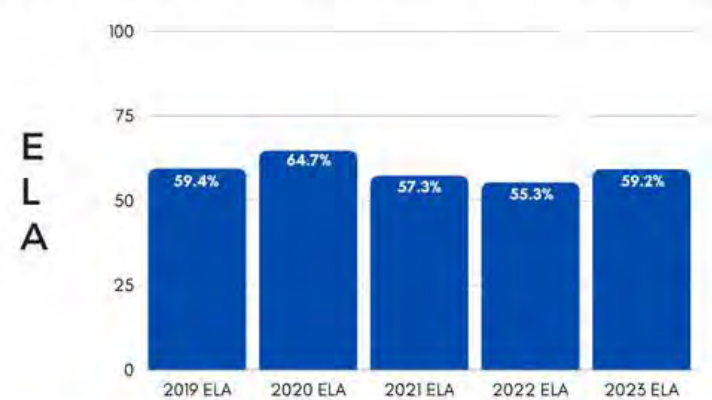
Sky Pointe Average ACT Score by Subject



Sky Pointe ACT Rankings National



Sky Pointe ACT Nevada Proficiency Trends



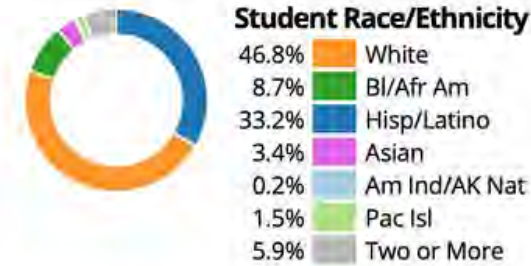
Somerset Academy Sky Pointe

School Year 2022-2023 Nevada School Rating

School Level: High School
 Grade Levels: KG-12
 District: State Public Charter School Authority
 School: 7058 Sky Pointe Drive
 Address: Las Vegas, NV 89131

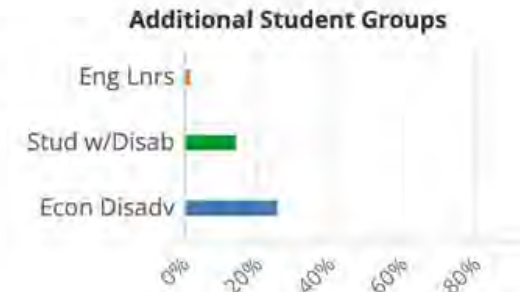


School Type: SPCSA
 School Designation: No Designation
 95% Assessment Participation: Met



School Performance History

School Year	Index Score/Star Rating
2021-2022	66.5 NR
2020-2021	48.8 ★★



What does my school rating mean?

Three-Star school: Identifies an **adequate** school that has met the state's standard for performance. The all-students group has met expectations for academic achievement. Subgroups meet expectations for academic achievement or show progress with little exception; however, no group is far below standard. The school must submit an improvement plan that identifies supports tailored to subgroups and indicators that are below standard.

How are school star ratings determined?

Schools receive points based on student performance across various Indicators and Measures. These points are totaled and divided by the points possible to produce an index score from 1-100. This index score is associated with a one- to five-star school rating.

How are star ratings determined based on total index score?

- Below 27 ★
- At or above 27 but less than 50 ★★
- At or above 50 and less than 70 ★★★
- At or above 70 and less than 82 ★★★★
- At or above 82 ★★★★★

2022-2023 School Performance

Academic Achievement Indicator 16/25

Measure	School Rate	District Rate
Math Proficiency	25.1	25.7
ELA Proficiency	59.2	54.0
Science Proficiency	28.0	26.5

Graduation Rates Indicator 30/30

Measure	School Rate	District Rate
4-Year	>95	86.0
5-Year	>95	89.9

English Language Proficiency Indicator 1/10

Measure	School Rate	District Rate
Met EL AGP Target	<5	14.6

College and Career Readiness Indicator 11.5/25

Measure	School Rate	District Rate
Post-Secondary Preparation Participation	57.3	76.1
Post-Secondary Preparation Completion	30.3	50.0
Advanced or CCR Diploma	22.3	53.5

Student Engagement Indicator **9/10

Measure	School Rate	District Rate
9th Grade Credit Sufficiency	99.1	92.9
Chronic Absenteeism	6.3	19.6
Climate Survey Participation	91.0	N/A

** Reduction in Chronic Absenteeism (CA): Received 0.5 points in Student Engagement for reducing CA rate by 10% or more over prior year.

Climate Survey Participation is not a point-earning measure.

Graduation and diploma rates are based on the class of 2021-2022.

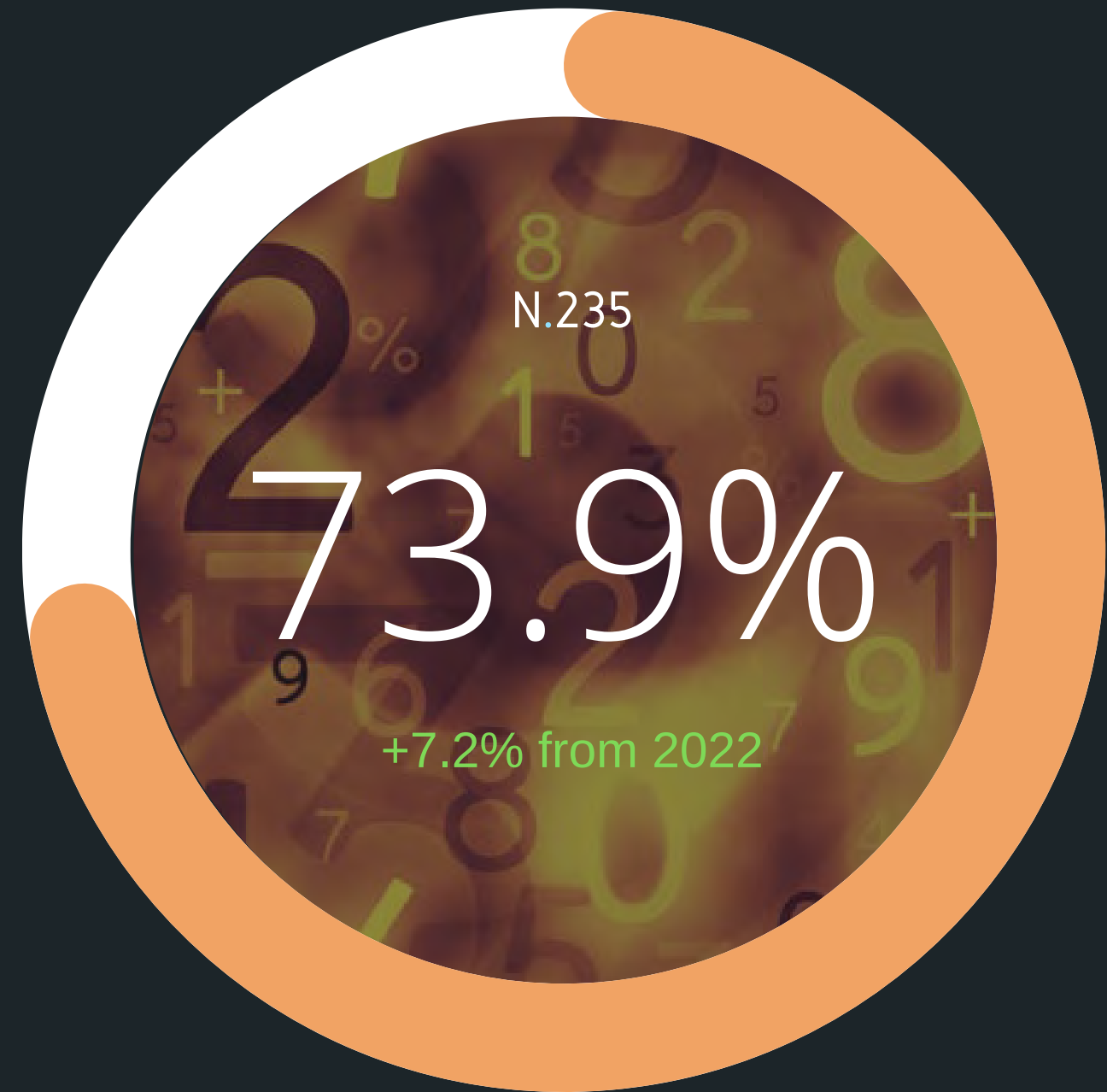
SOMERSET ACADEMY SKYE CANYON ELEMENTARY SCHOOL



EL A



M A T H

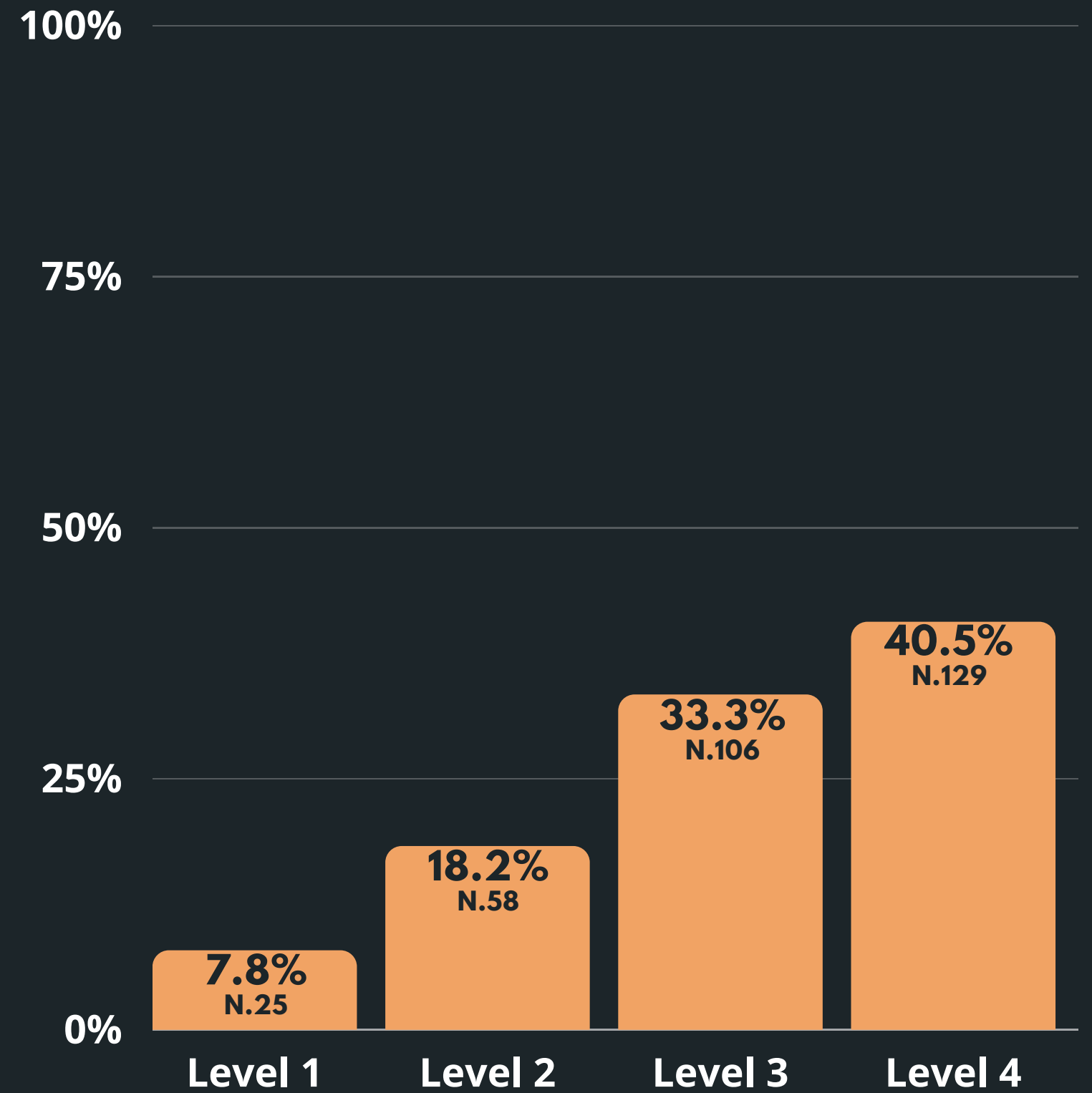
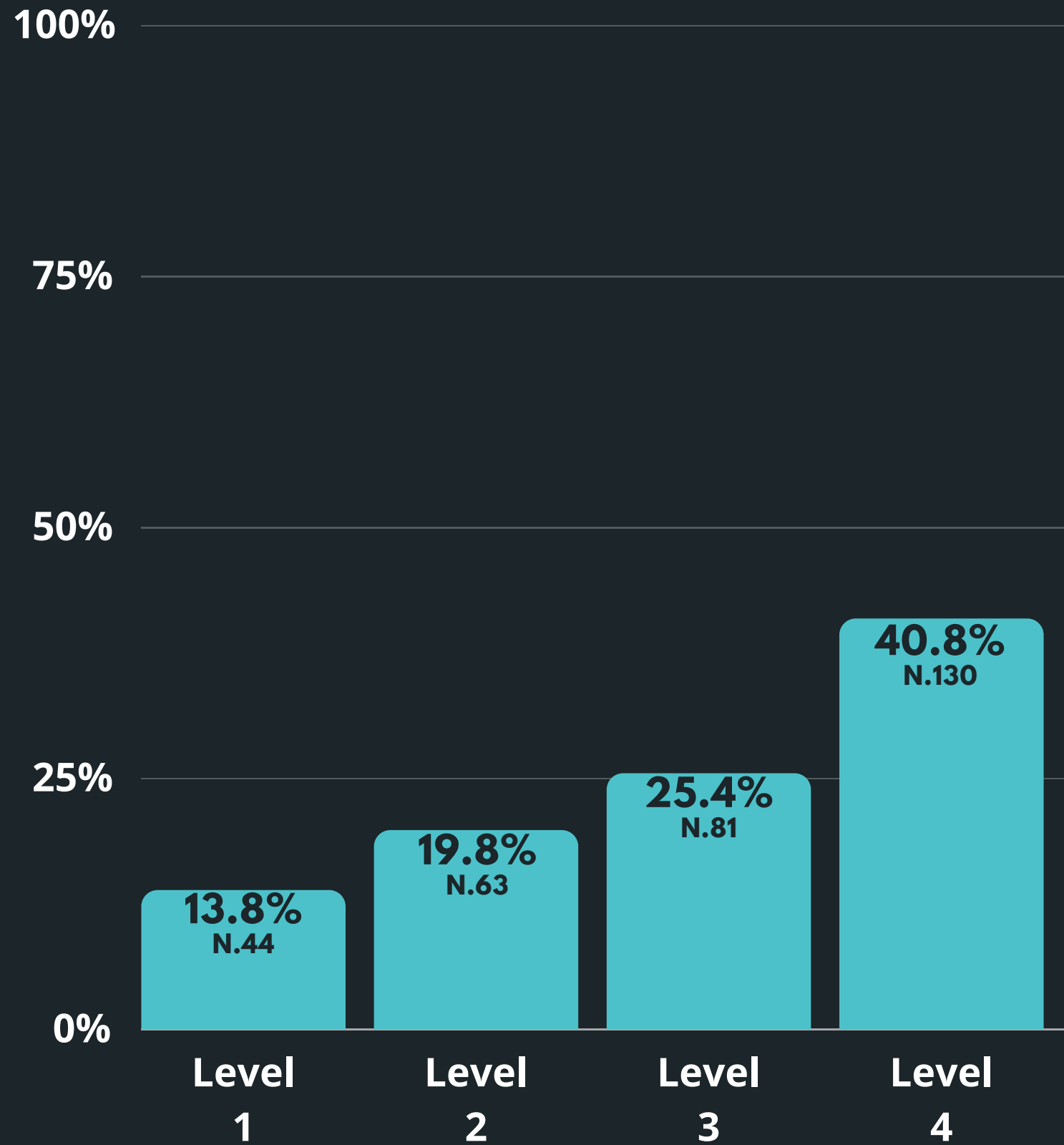


POOLED PROFICIENCY (MATH, ELA, SCIENCE, & NAA) = 68.2%

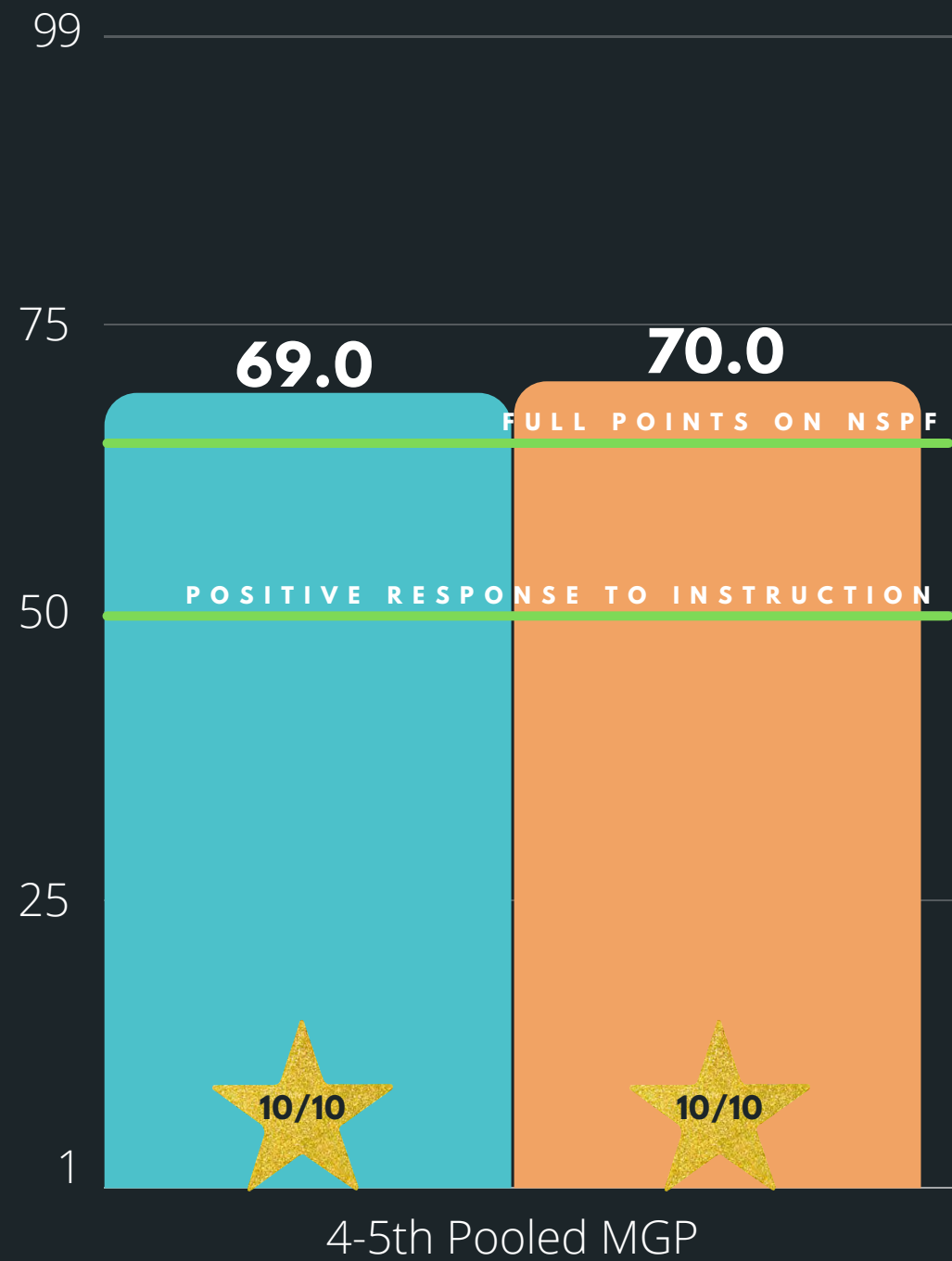
SOMERSET ACADEMY SKYE CANYON ELEMENTARY SBAC 2023 OVERALL ACADEMIC ACHIEVEMENT LEVELS

E L A

M A T H

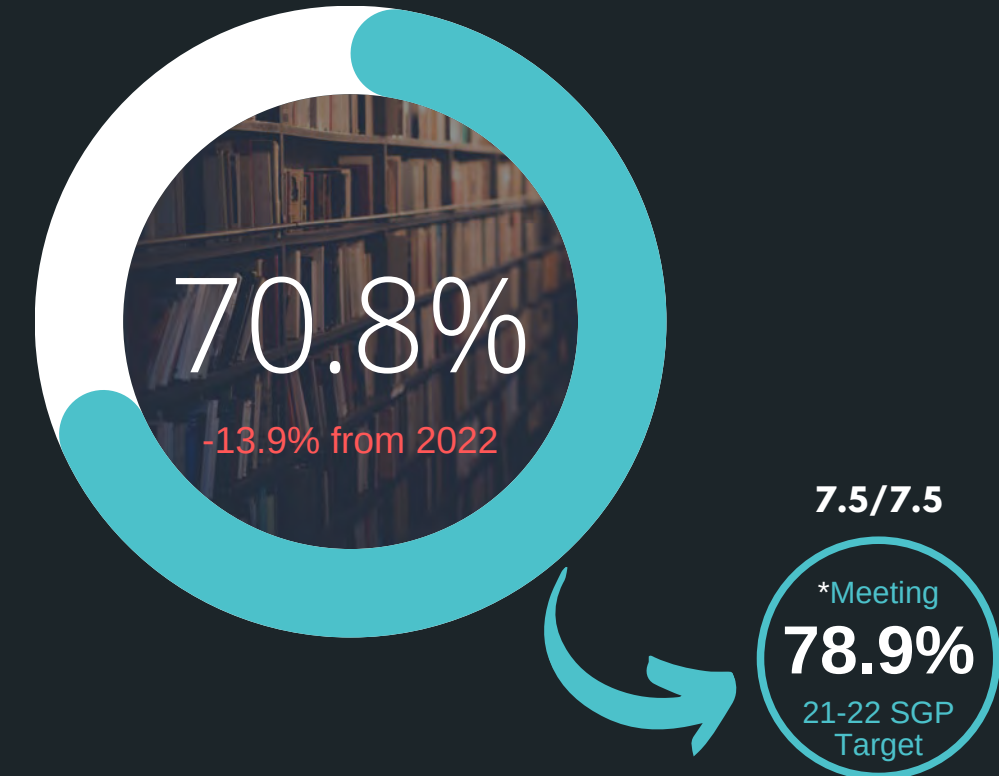


MGP

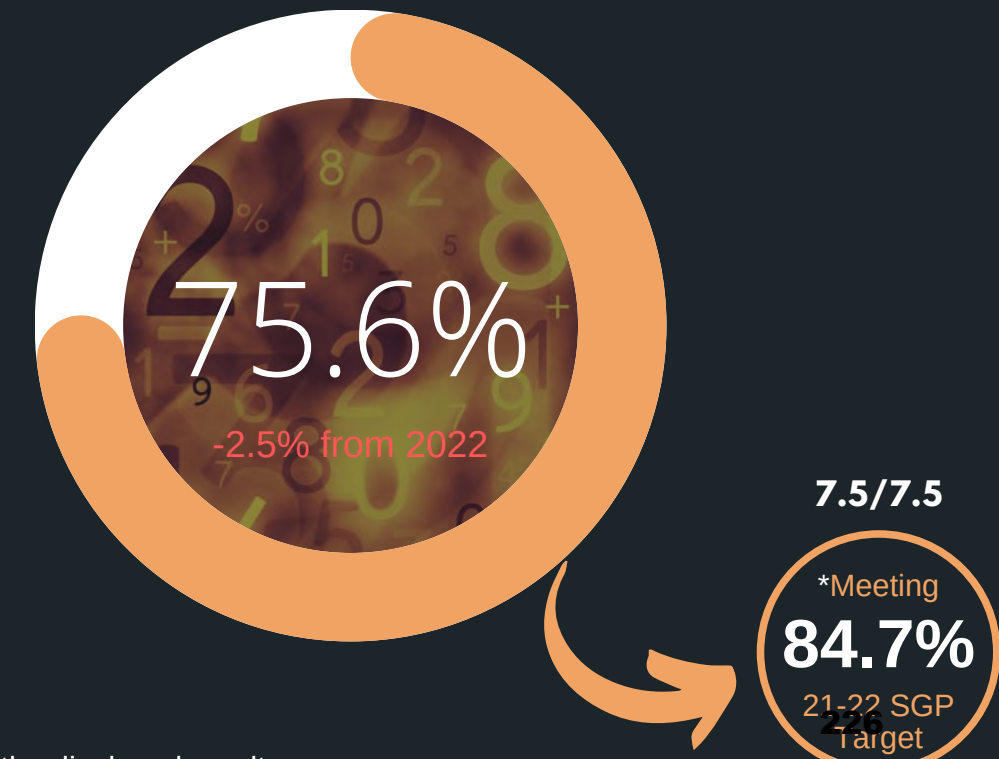


AGP

E L A

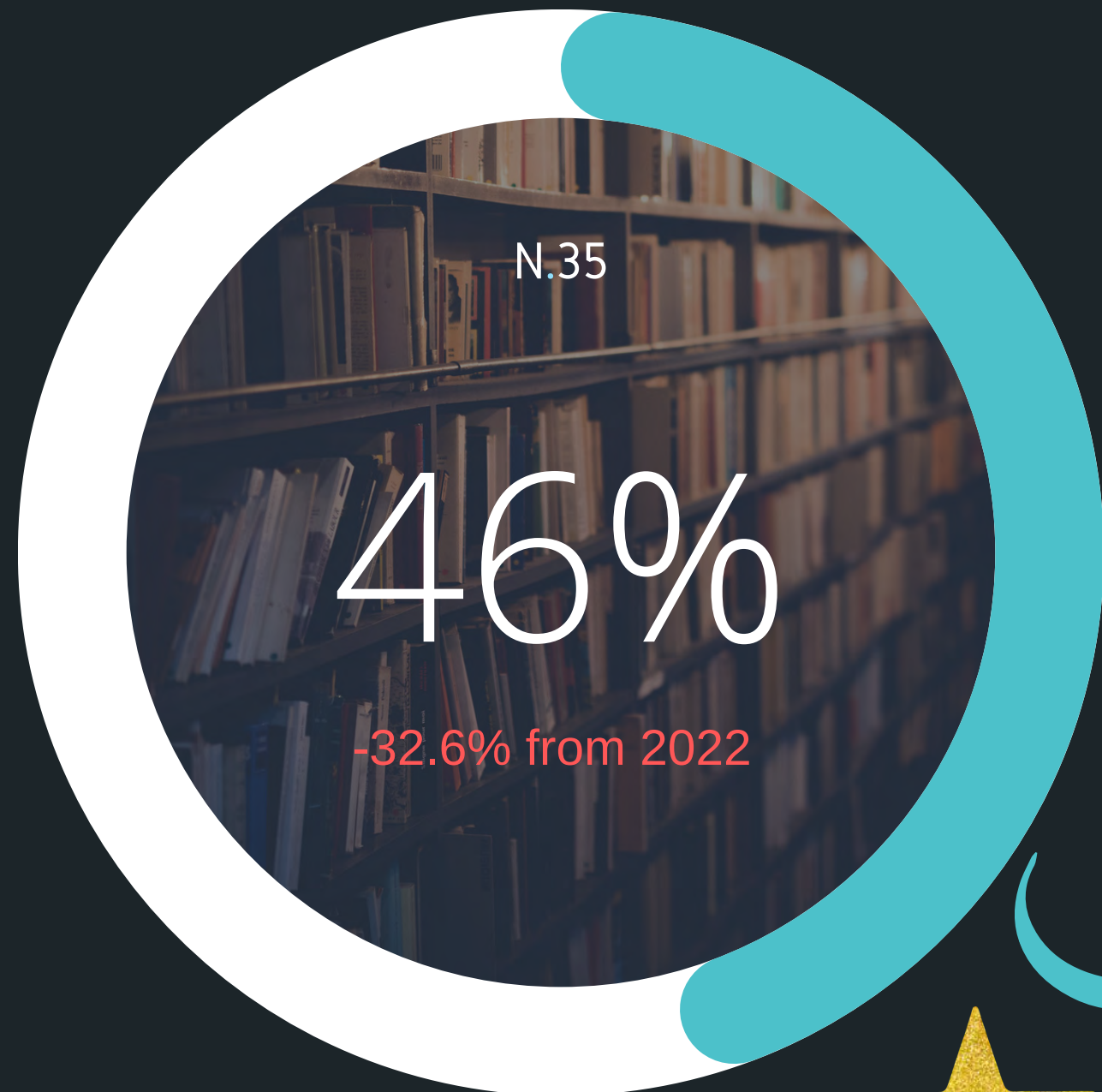


M A T H

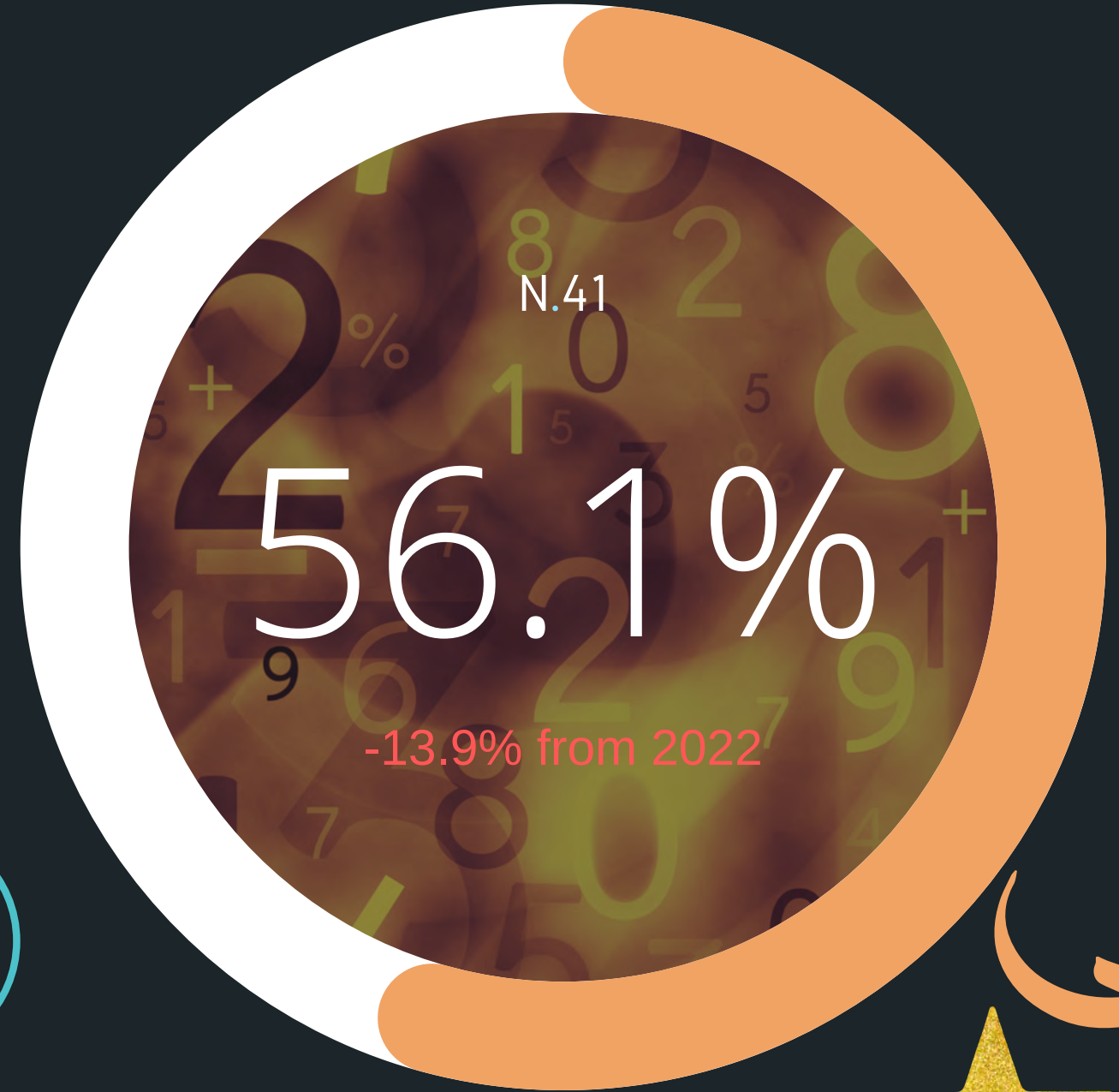


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E L A



M A T H



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Somerset Academy Skye Canyon

School Year 2022-2023 Nevada School Rating

School Level: Elementary School
 Grade Levels: KG-08
 District: State Public Charter School Authority
 School Address: 8151 N. Shaumber Road Las Vegas, NV 89166



School Type: SPCSA
 School Designation: No Designation
 95% Assessment Participation: Met



Student Race/Ethnicity

- 52.6% White
- 2.8% BI/Afr Am
- 25.4% Hisp/Latino
- 4.2% Asian
- 0.0% Am Ind/AK Nat
- 0.4% Pac Isl
- 14.3% Two or More

School Performance History

School Year	Index Score/ Star Rating
2021-2022	93.0 NR
2020-2021	92.2 ★★★★★

Additional Student Groups



What does my school rating mean?

Five-Star school: Recognizes a **superior** school that exceeds expectations for all students and subgroups on every indicator category with little or no exception. A five star school demonstrates superior academic performance and growth with no opportunity gaps. The school does not fail to meet expectations for any group on any indicator. These schools are recognized for distinguished performance.

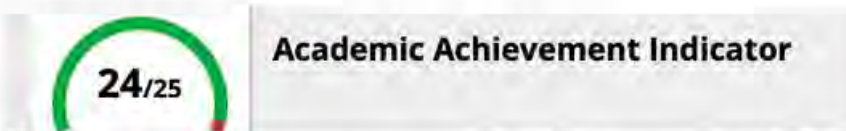
How are school star ratings determined?

Schools receive points based on student performance across various Indicators and Measures. These points are totaled and divided by the points possible to produce an index score from 1-100. This index score is associated with a one- to five-star school rating.

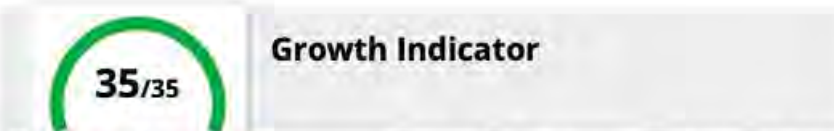
How are star ratings determined based on total index score?

- Below 27 ★
- At or above 27 but less than 50 ★★
- At or above 50 and less than 67 ★★★
- At or above 67 and less than 84 ★★★★
- At or above 84 ★★★★★

2022-2023 School Performance



Measure	School Rate	District Rate
Pooled Proficiency	68.1	50.0
Math Proficiency	73.6	52.0
ELA Proficiency	66.4	54.6
Science Proficiency	56.3	29.8
Read-by-Grade-3 Proficiency	58.3	52.6



Measure	School Median	District Median
Math MGP	70.0	55.0
ELA MGP	69.0	55.0
	School Rate	District Rate
Met Math AGP Target	75.5	50.8
Met ELA AGP Target	70.8	52.9



Measure	School Rate	District Rate
Met EL AGP Target	41.6	41.5



Measure	School Rate	District Rate
Prior Non-Proficient Met	56.1	31.9
Math AGP Target		
Prior Non-Proficient Met	46.0	37.1
ELA AGP Target		



Measure	School Rate	District Rate
Chronic Absenteeism	6.7	22.9
Climate Survey Participation	95.0	N/A

** Reduction in Chronic Absenteeism (CA): Received 1 points in Student Engagement for reducing CA rate by 10% or more over prior year.

Climate Survey Participation is not a point-earning measure.



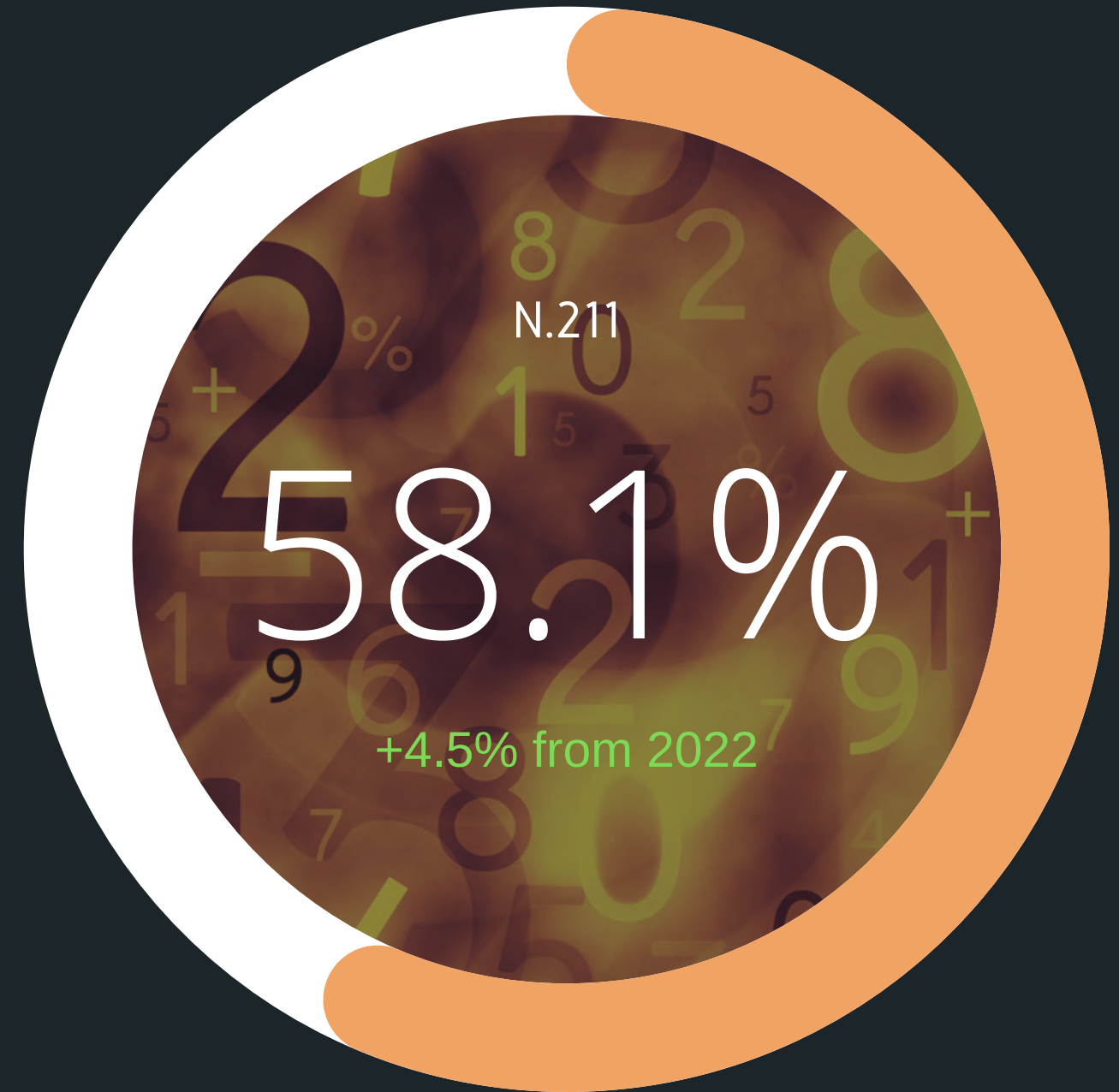
SOMERSET ACADEMY SKYE CANYON MIDDLE SCHOOL



E L A



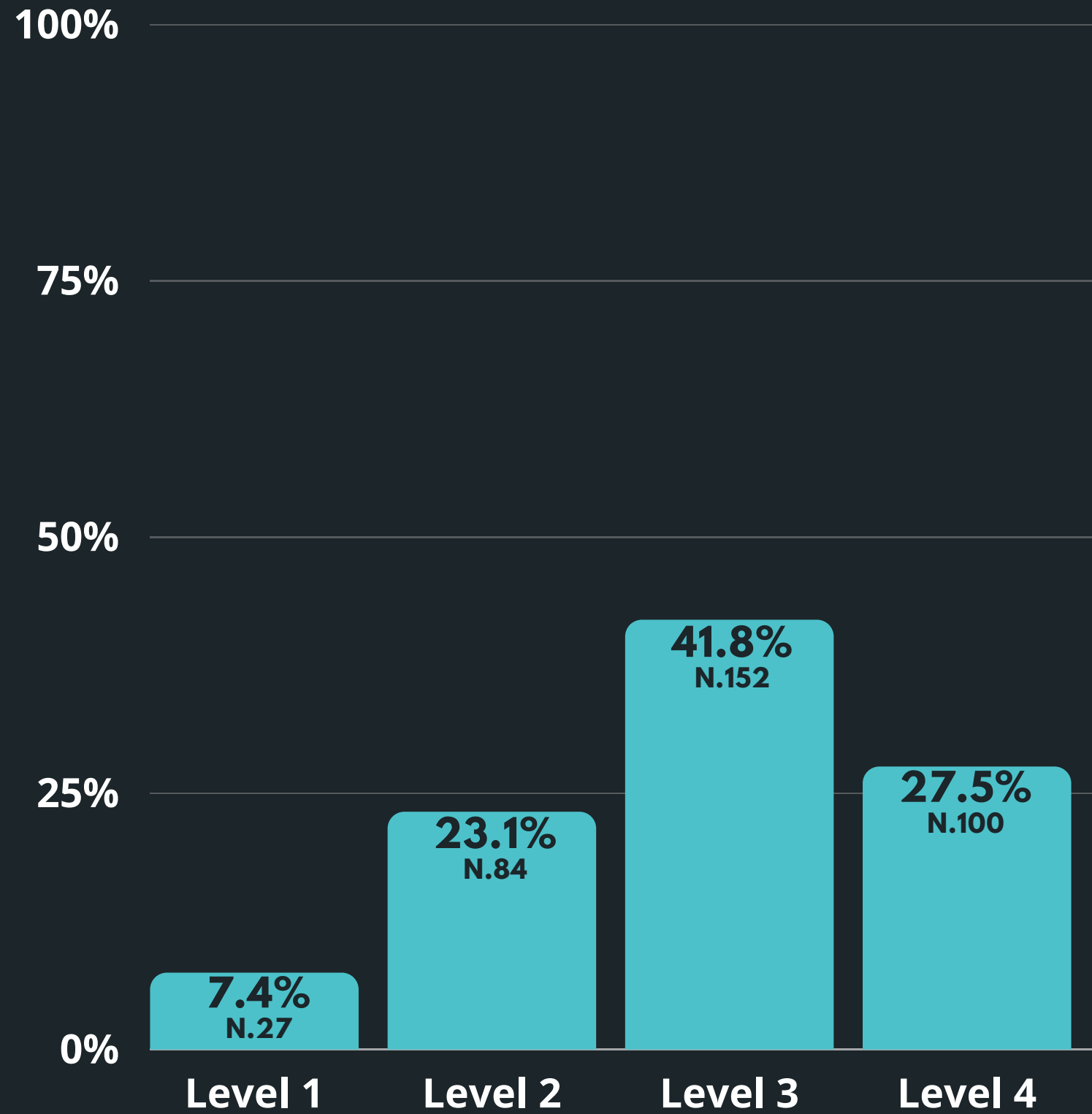
M A T H



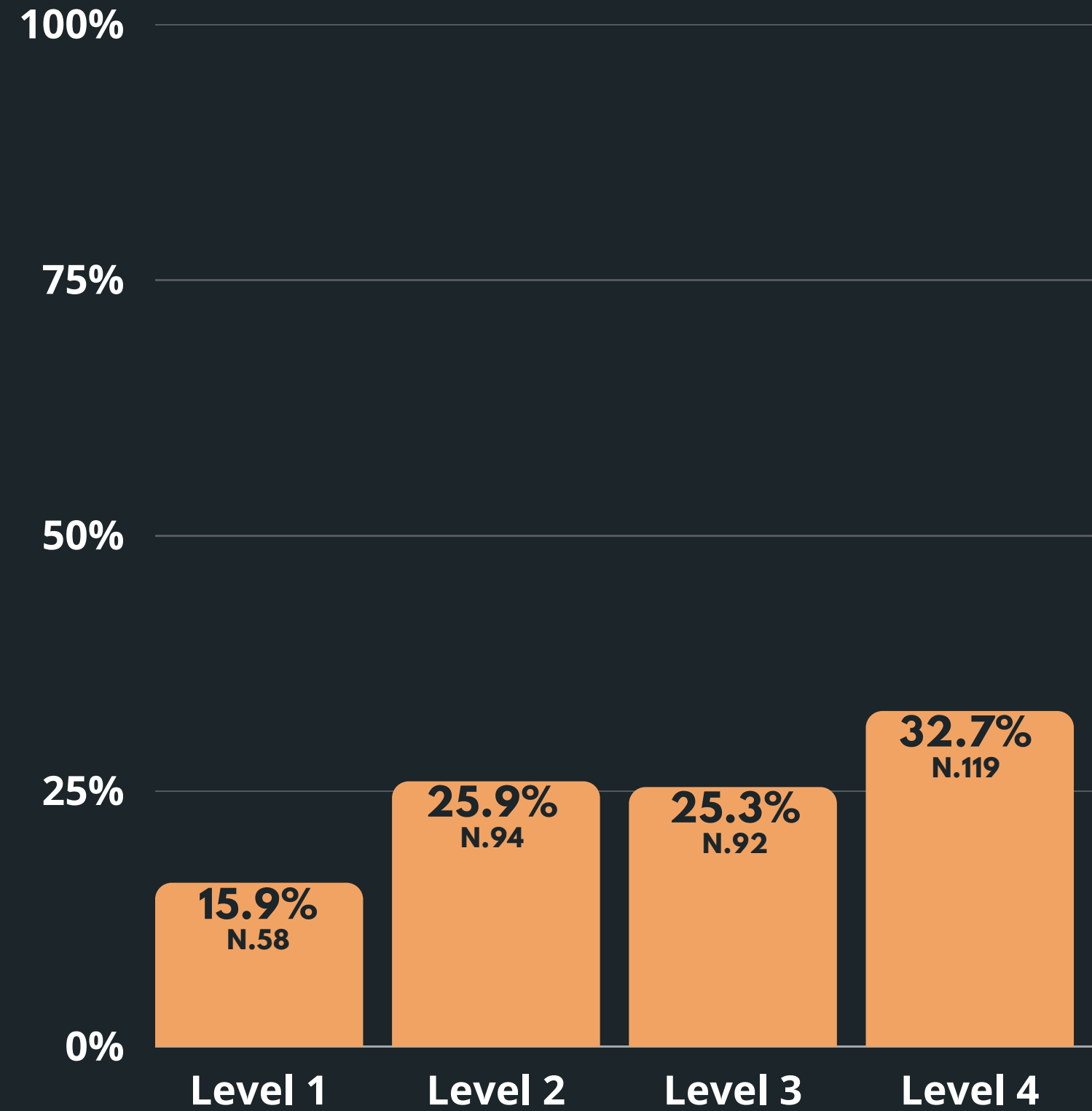
POOLED PROFICIENCY (MATH, ELA, SCIENCE, & NAA) = 64.4%

SOMERSET ACADEMY SKYE CANYON MIDDLE SCHOOL SBAC 2023 OVERALL ACADEMIC ACHIEVEMENT LEVELS

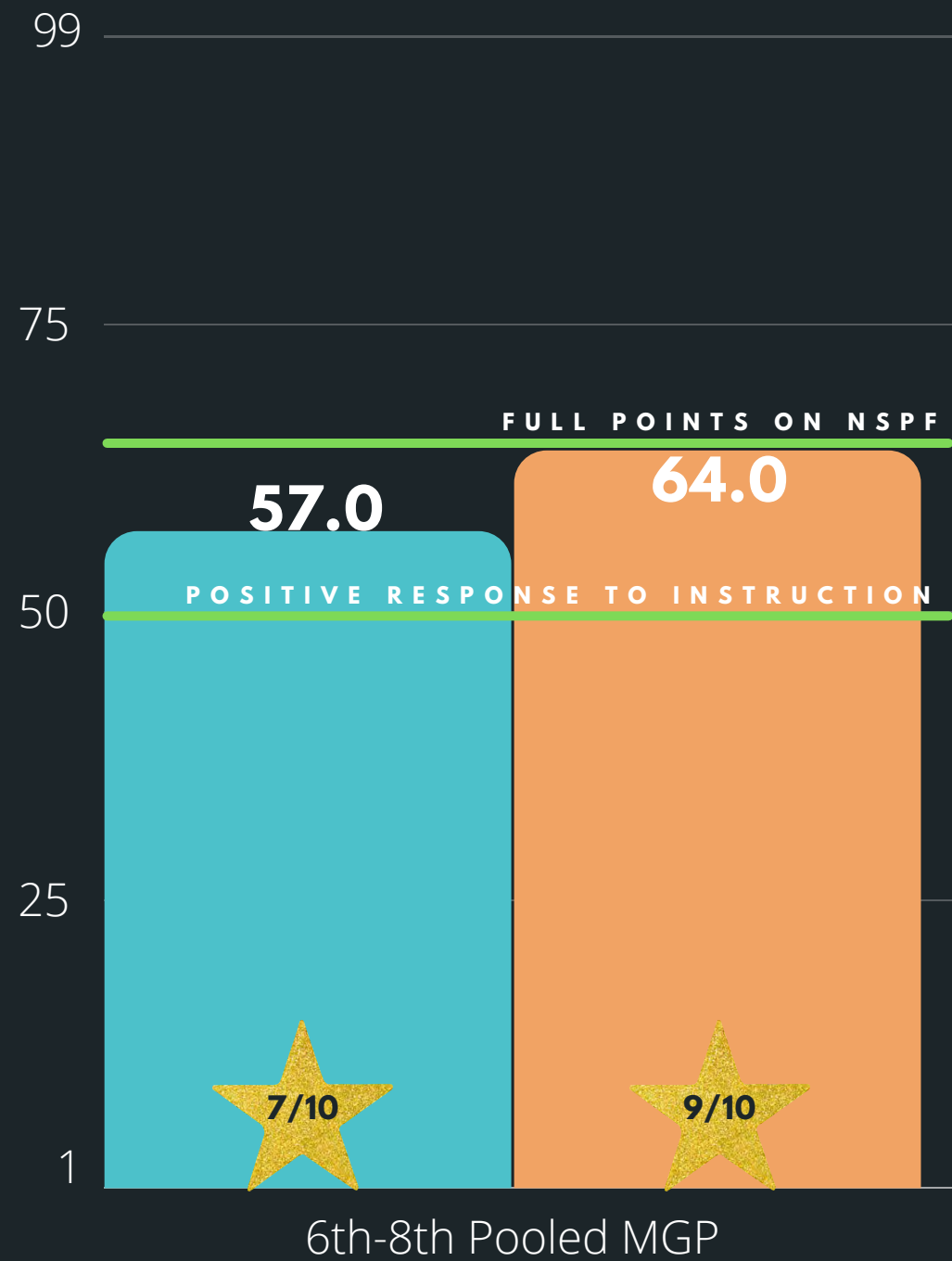
E L A



M A T H

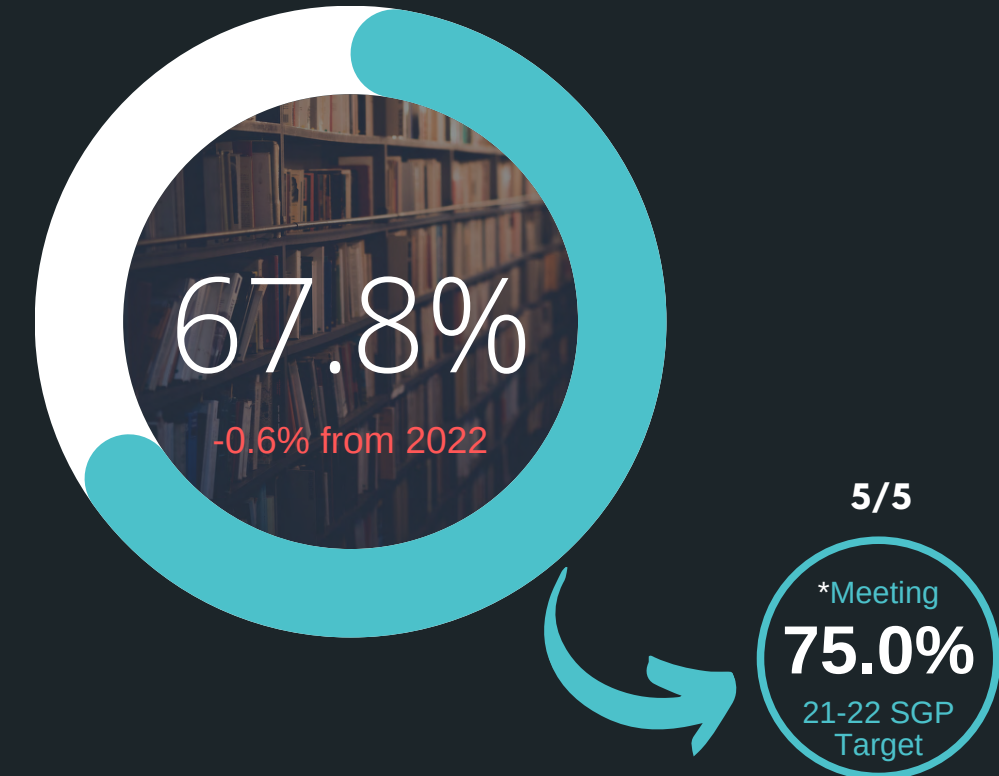


MGP

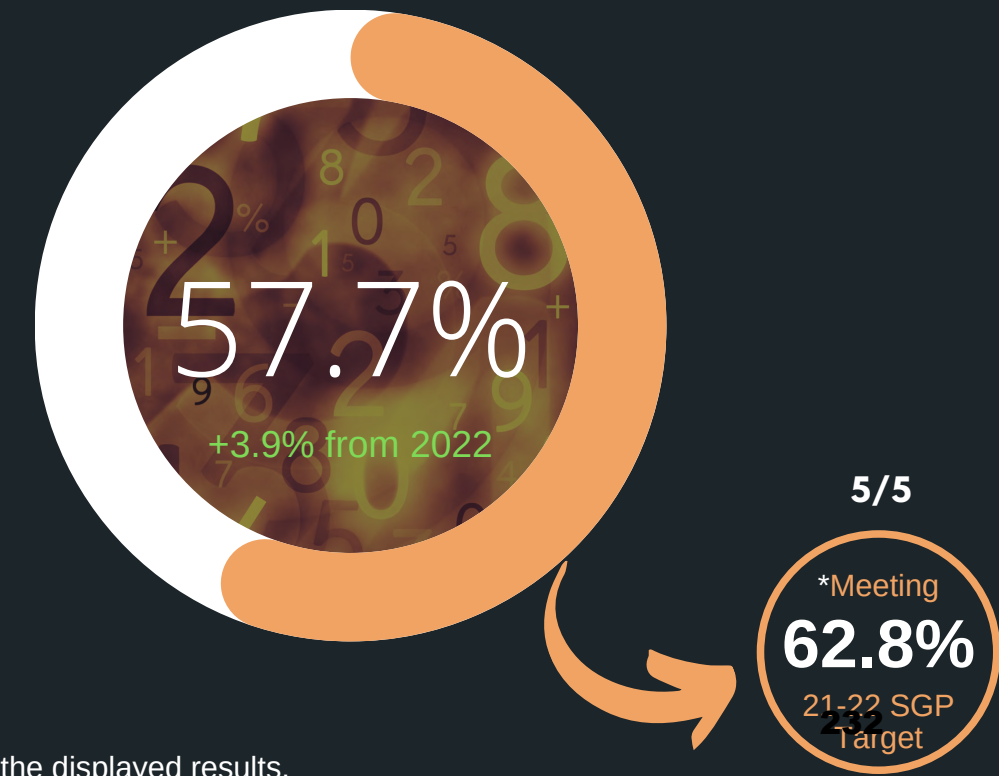


AGP

E L A

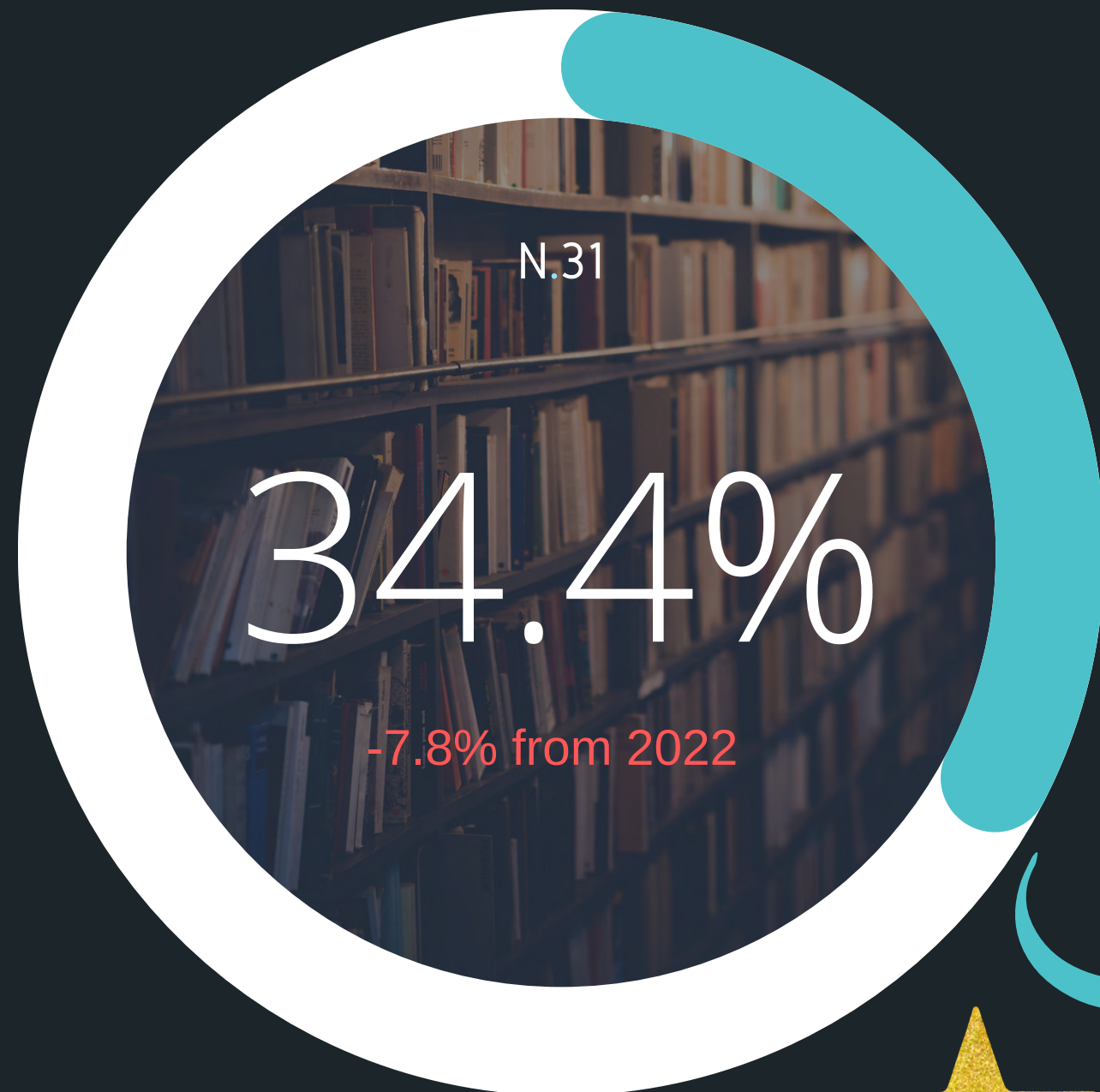


M A T H

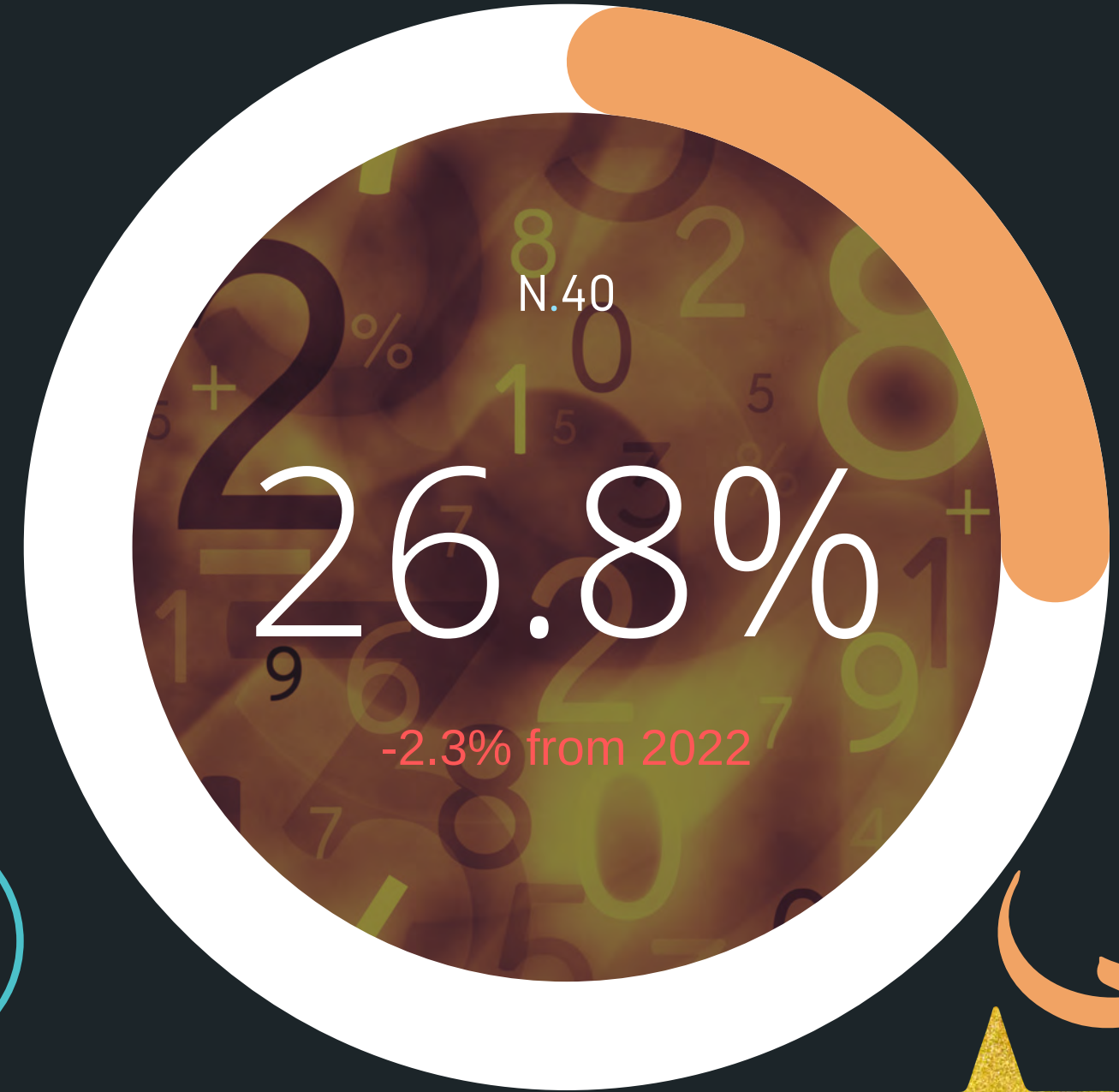


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E L A



M A T H



*Data represented only includes previously enrolled students with known 21-22 3-Year SGP Targets from the 21-22 SBAC Growth File. Students not enrolled in the 21-22 school year, are not included in the displayed results.

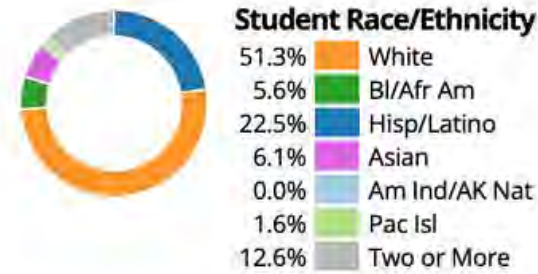
Somerset Academy Skye Canyon

School Year 2022-2023 Nevada School Rating

School Level: Middle School
 Grade Levels: KG-08
 District: State Public Charter School Authority
 School: 8151 N. Shaumber Road
 Address: Las Vegas, NV 89166



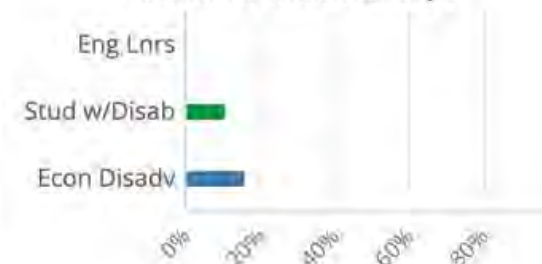
School Type: SPCSA
 School Designation: No Designation
 95% Assessment Participation: Met



School Performance History

School Year	Index Score/Star Rating
2021-2022	92.2 NR
2020-2021	91.1 ★★★★★

Additional Student Groups



What does my school rating mean?

Five-Star school: Recognizes a **superior** school that exceeds expectations for all students and subgroups on every indicator category with little or no exception. A five star school demonstrates superior academic performance and growth with no opportunity gaps. The school does not fail to meet expectations for any group on any indicator. These schools are recognized for distinguished performance.

How are school star ratings determined?

Schools receive points based on student performance across various Indicators and Measures. These points are totaled and divided by the points possible to produce an index score from 1-100. This index score is associated with a one- to five-star school rating.

How are star ratings determined based on total index score?

- Below 29 ★
- At or above 29 but less than 50 ★★
- At or above 50 and less than 70 ★★★
- At or above 70 and less than 80 ★★★★
- At or above 80 ★★★★★

2022-2023 School Performance

25/25 Academic Achievement Indicator

Measure	School Rate	District Rate
Pooled Proficiency	64.4	45.7
Math Proficiency	58.1	38.5
ELA Proficiency	69.4	53.4
Science Proficiency	68.3	43.9

26/30 Student Growth Indicator

Measure	School Median	District Median
Math MGP	64.0	56.0
ELA MGP	57.0	56.0
	School Rate	District Rate
Met Math AGP Target	57.7	40.4
Met ELA AGP Target	67.8	52.8

N/A English Language Proficiency Indicator

Measure	School Rate	District Rate
Met EL AGP Target	-	29.3

20/20 Closing Opportunity Gaps Indicator

Measure	School Rate	District Rate
Prior Non-Proficient Met	26.8	18.0
Math AGP Target		
Prior Non-Proficient Met	34.4	23.3
ELA AGP Target		

****14/15 Student Engagement Indicator**

Measure	School Rate	District Rate
Chronic Absenteeism	8.1	18.8
Academic Learning Plans	>95	>95
8th Grade Credit Requirements	>95	92.7
Climate Survey Participation	95.0	N/A

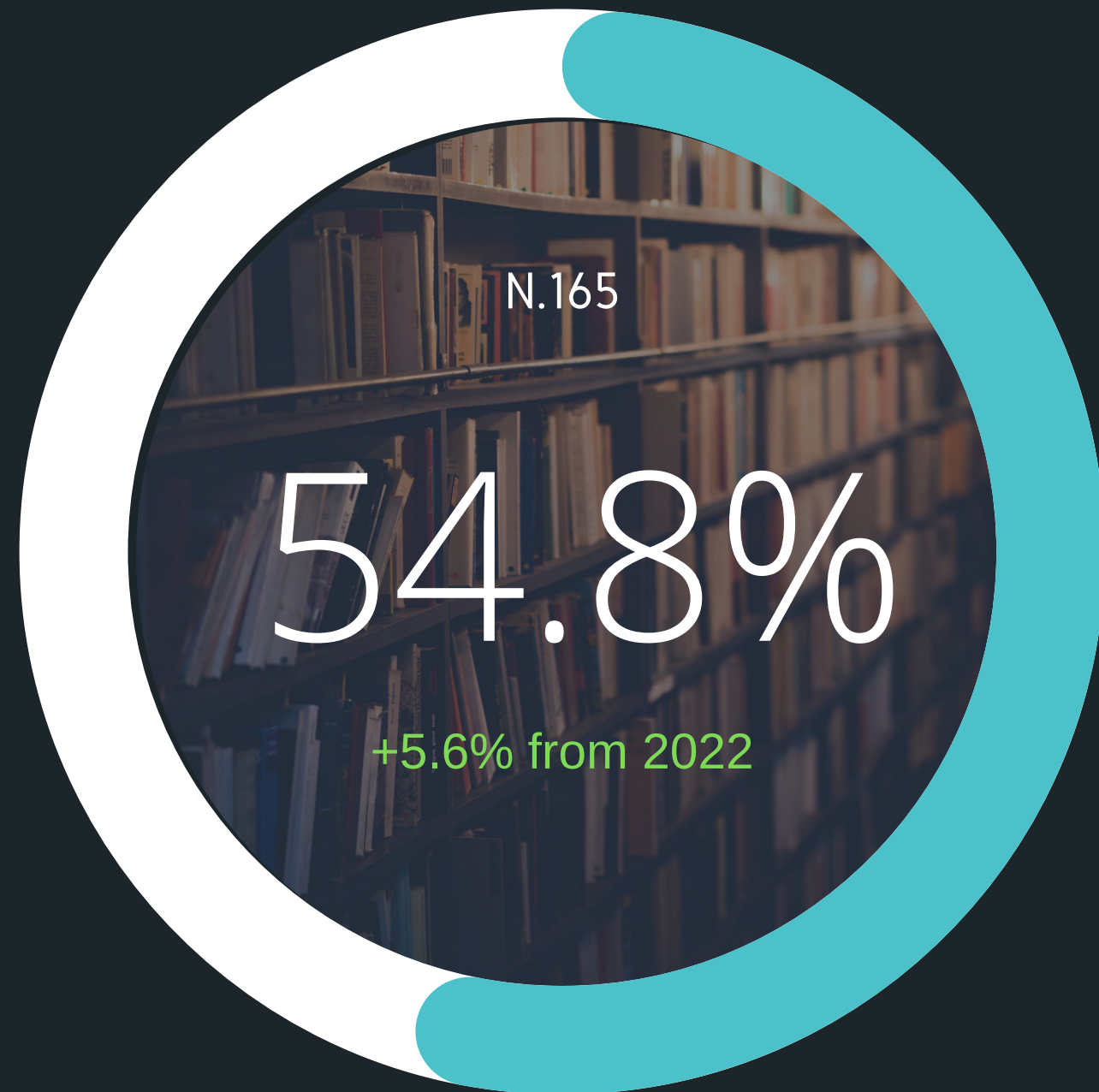
** Reduction in Chronic Absenteeism (CA): Received 1 points in Student Engagement for reducing CA rate by 10% or more over prior year.
 Climate Survey Participation is not a point-earning measure.



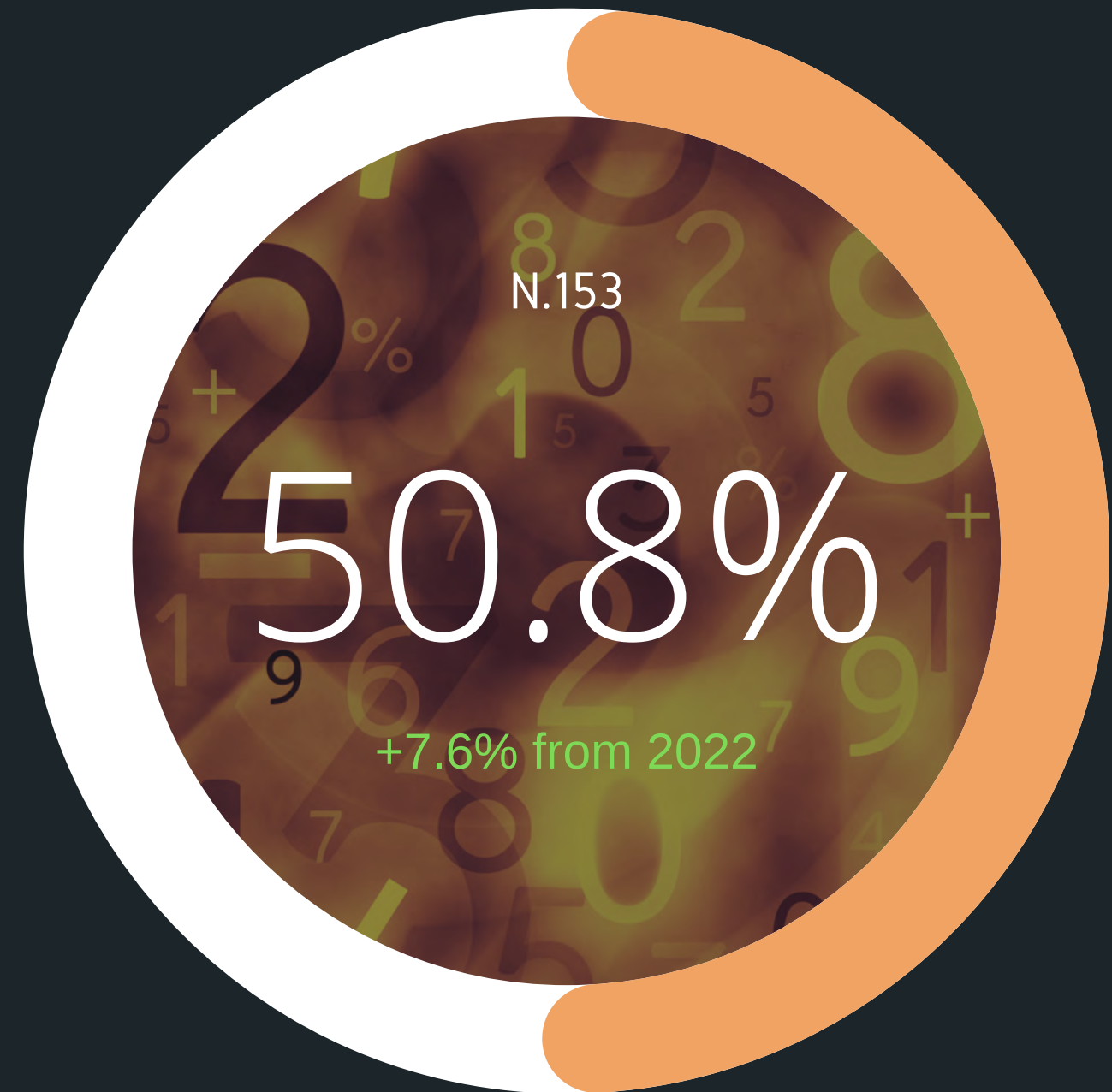
SOMERSET ACADEMY STEPHANIE ELEMENTARY SCHOOL



E L A



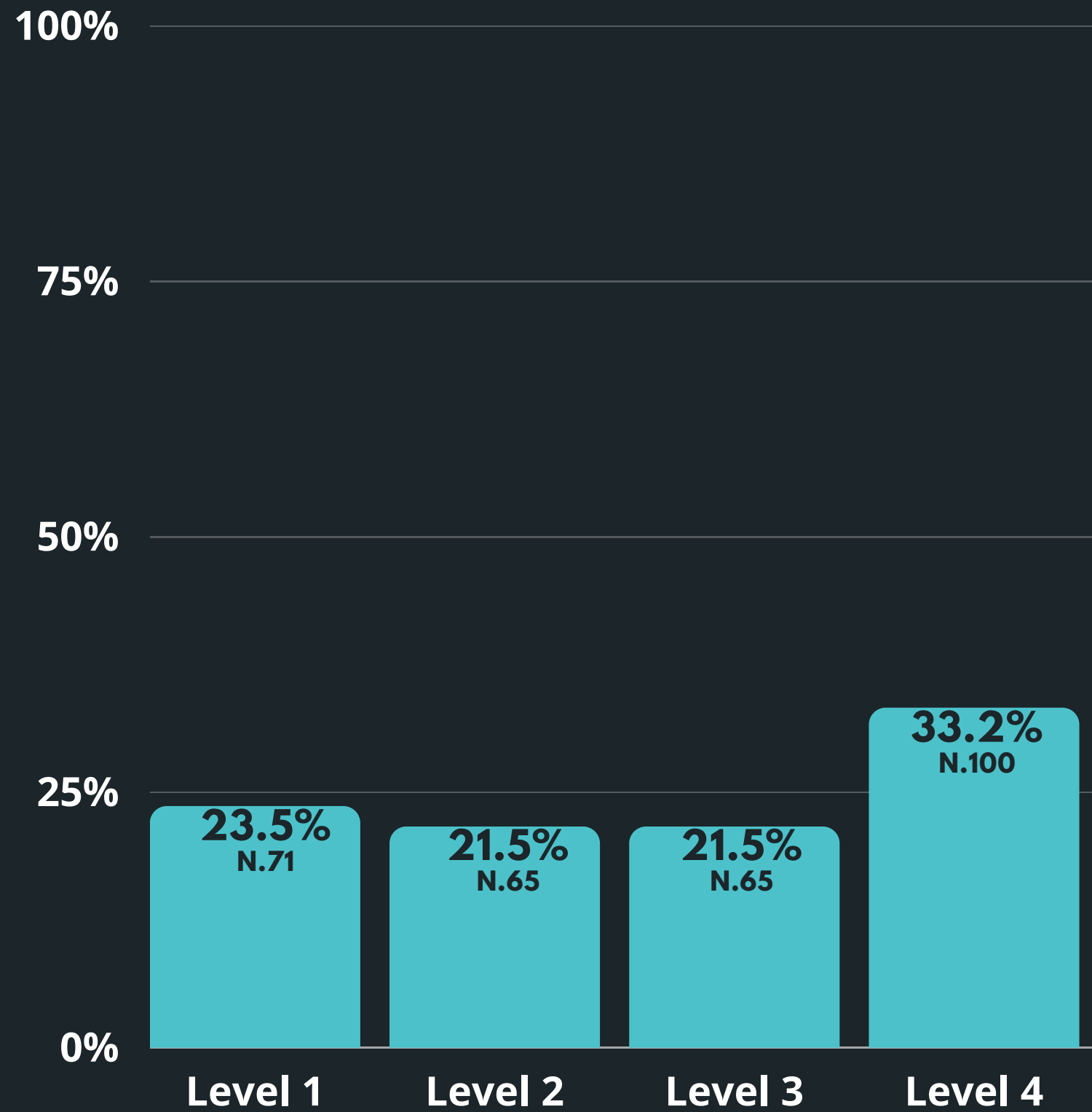
M A T H



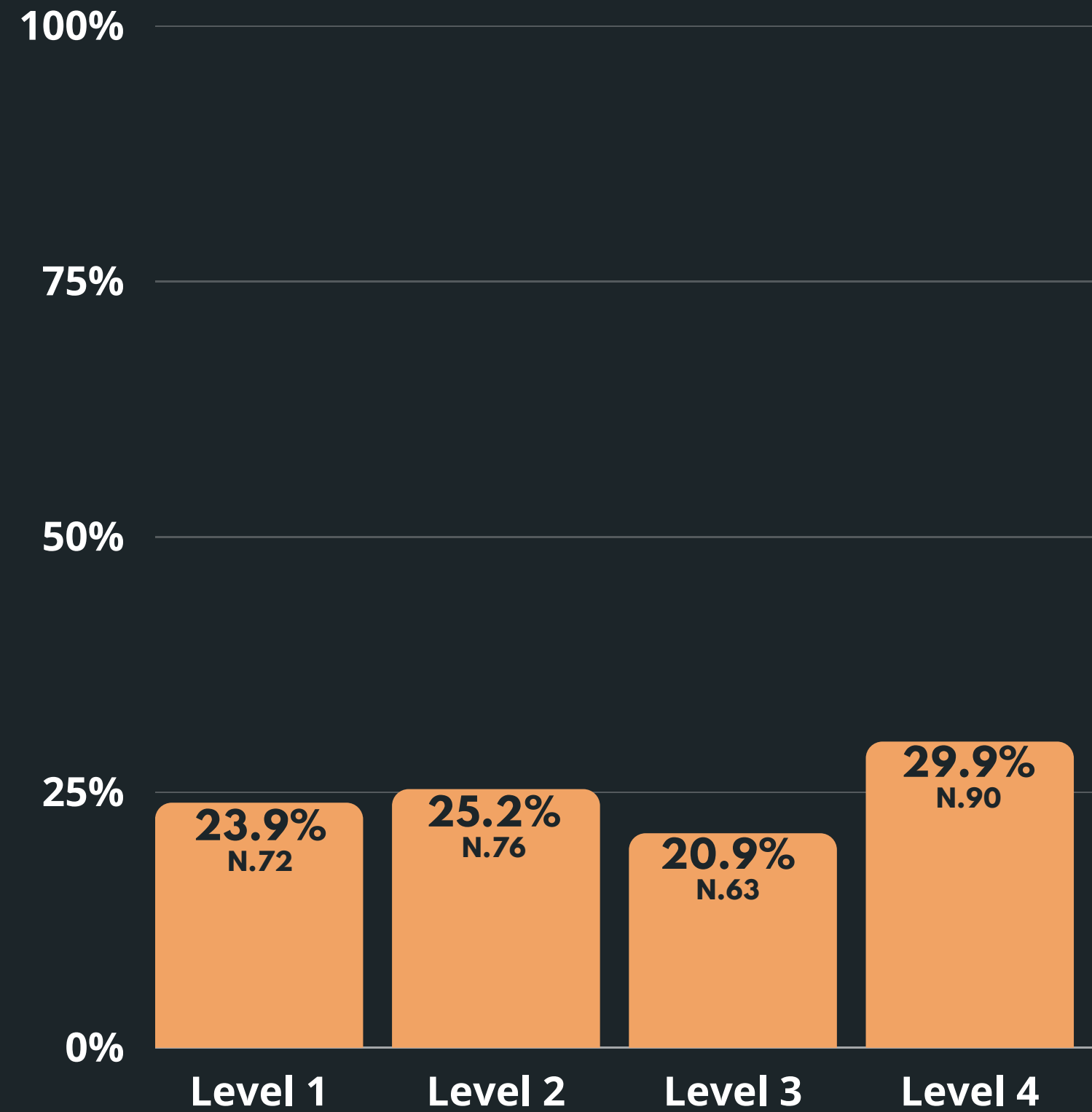
POOLED PROFICIENCY (MATH, ELA, SCIENCE, & NAA) = 52.0%

SOMERSET ACADEMY STEPHANIE ELEMENTARY SBAC 2023 OVERALL ACADEMIC ACHIEVEMENT LEVELS

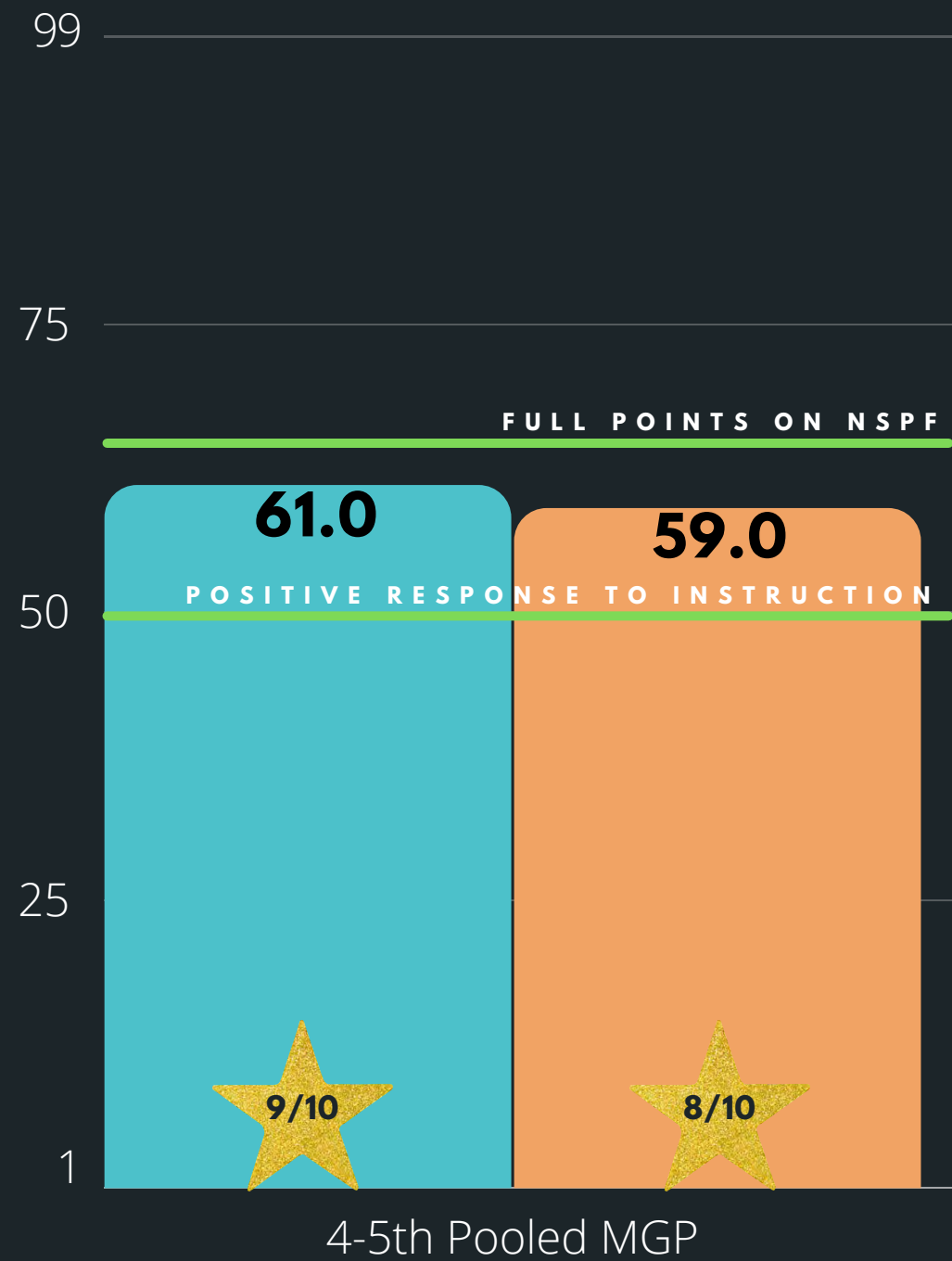
E L A



M A T H

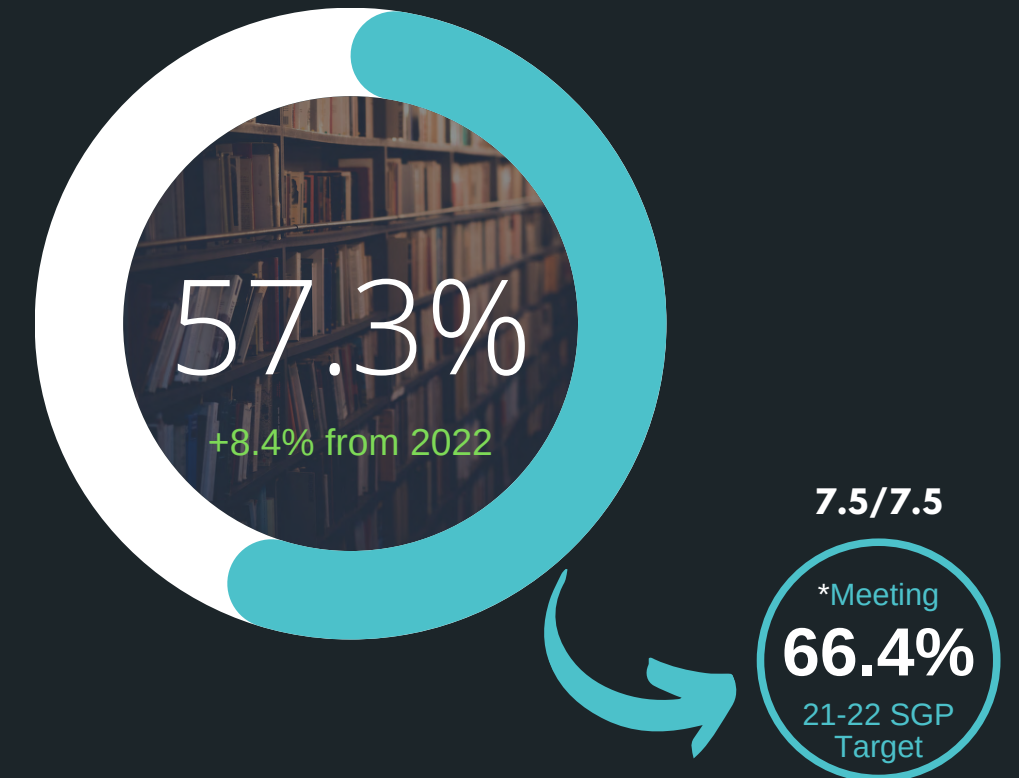


MGP

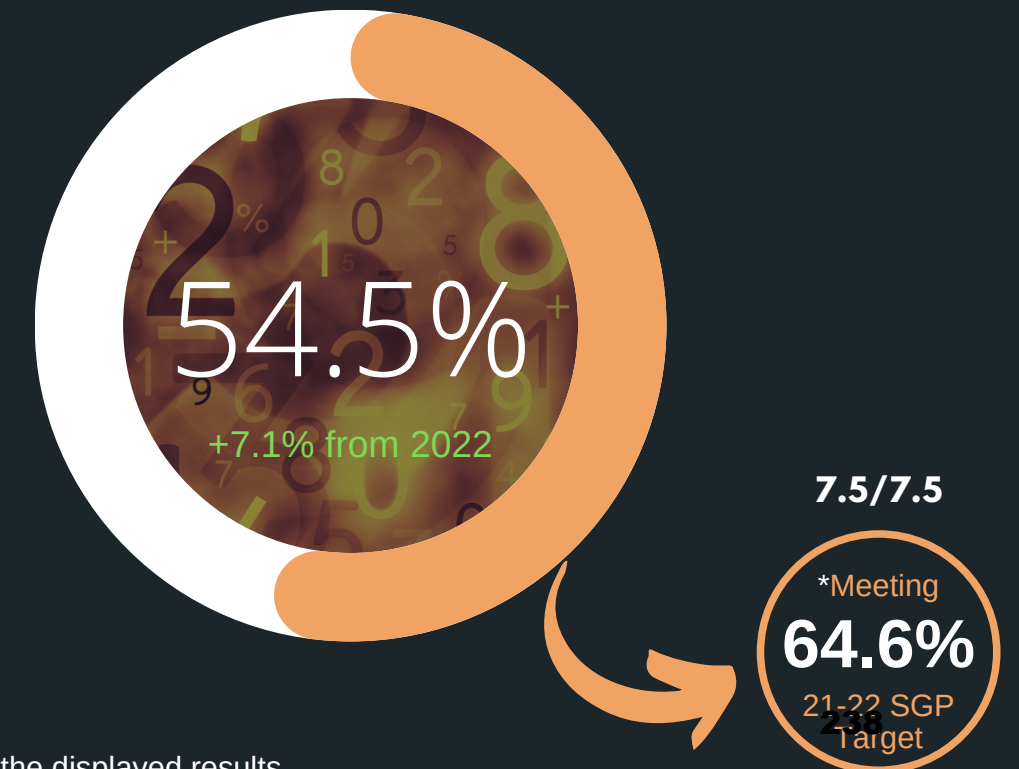


AGP

ELA

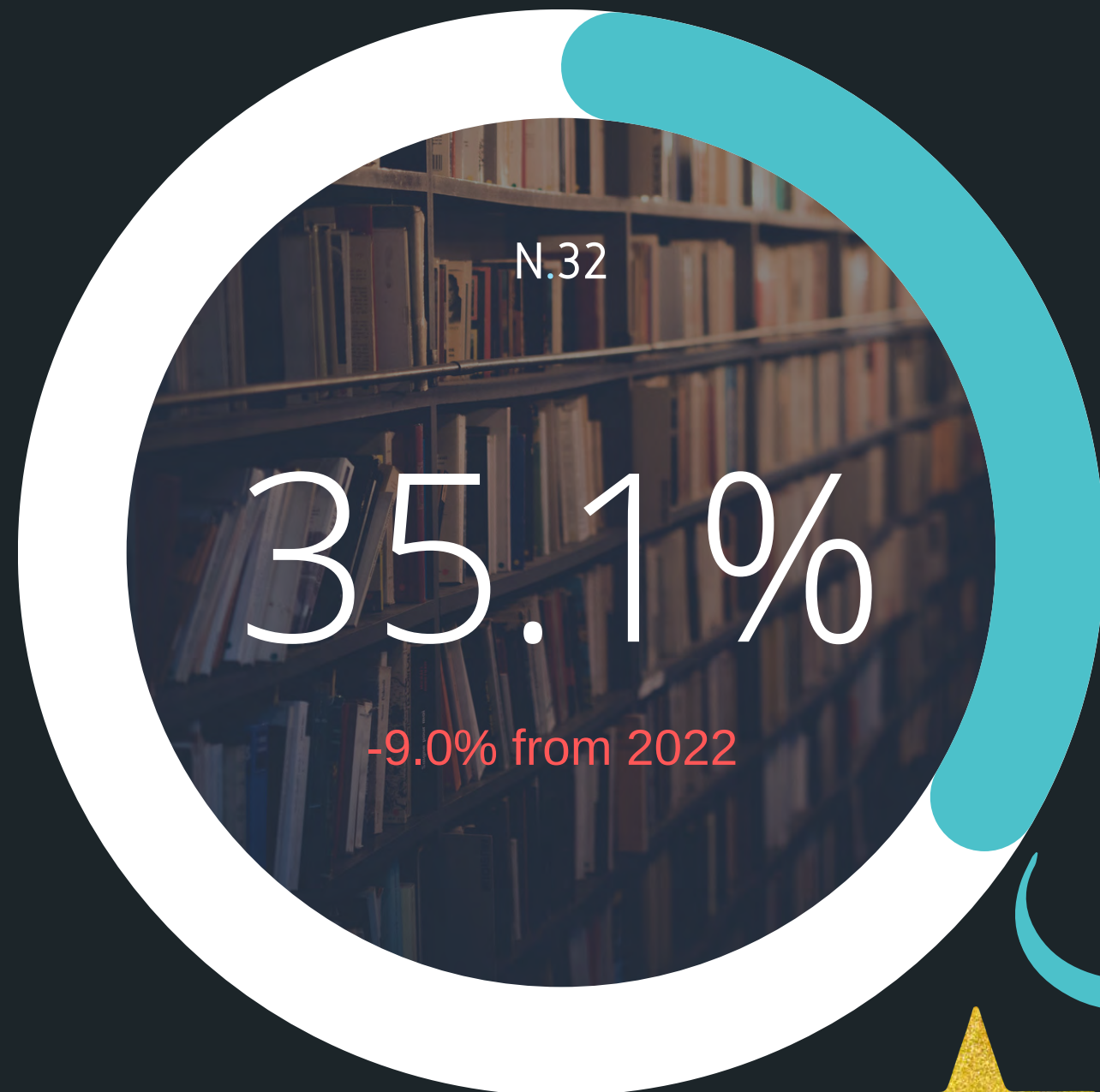


MATH



*Data represented only includes previously enrolled students with known 21-22 3-Year SGP Targets from the 21-22 SBAC Growth File. Students not enrolled in the 21-22 school year, are not included in the displayed results.

E L A



M A T H



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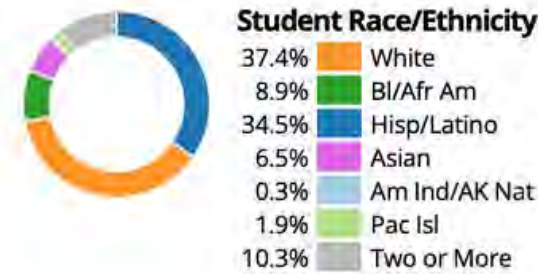
Somerset Academy Stephanie

School Year 2022-2023 Nevada School Rating

School Level: Elementary School
 Grade Levels: KG-08
 District: State Public Charter School Authority
 School Address: 50 N Stephanie Street Henderson, NV 89074

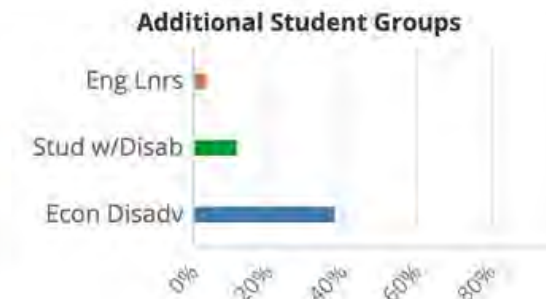


School Type: SPCSA
 School Designation: No Designation
 95% Assessment Participation: Met



School Performance History

School Year	Index Score/Star Rating
2021-2022	48.0 NR
2020-2021	89.0 ★★★★★



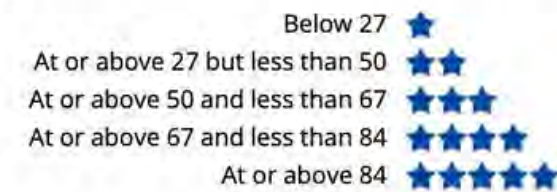
What does my school rating mean?

Three-Star school: Identifies an **adequate** school that has met the state's standard for performance. The all-students group has met expectations for academic achievement or growth. Subgroups meet expectations for academic achievement or growth with little exception; however, no group is far below standard. The school must submit an improvement plan that identifies supports tailored to subgroups and indicators that are below standard.

How are school star ratings determined?

Schools receive points based on student performance across various Indicators and Measures. These points are totaled and divided by the points possible to produce an index score from 1-100. This index score is associated with a one- to five-star school rating.

How are star ratings determined based on total index score?



2022-2023 School Performance



Measure	School Rate	District Rate
Pooled Proficiency	52.1	50.0
Math Proficiency	50.6	52.0
ELA Proficiency	54.6	54.6
Science Proficiency	48.9	29.8
Read-by-Grade-3 Proficiency	57.5	52.6



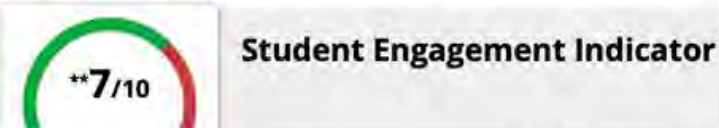
Measure	School Median	District Median
Math MGP	59.0	55.0
ELA MGP	61.0	55.0
	School Rate	District Rate
Met Math AGP Target	54.5	50.8
Met ELA AGP Target	57.2	52.9



Measure	School Rate	District Rate
Met EL AGP Target	18.7	41.5



Measure	School Rate	District Rate
Prior Non-Proficient Met	29.8	31.9
Math AGP Target		
Prior Non-Proficient Met	35.1	37.1
ELA AGP Target		

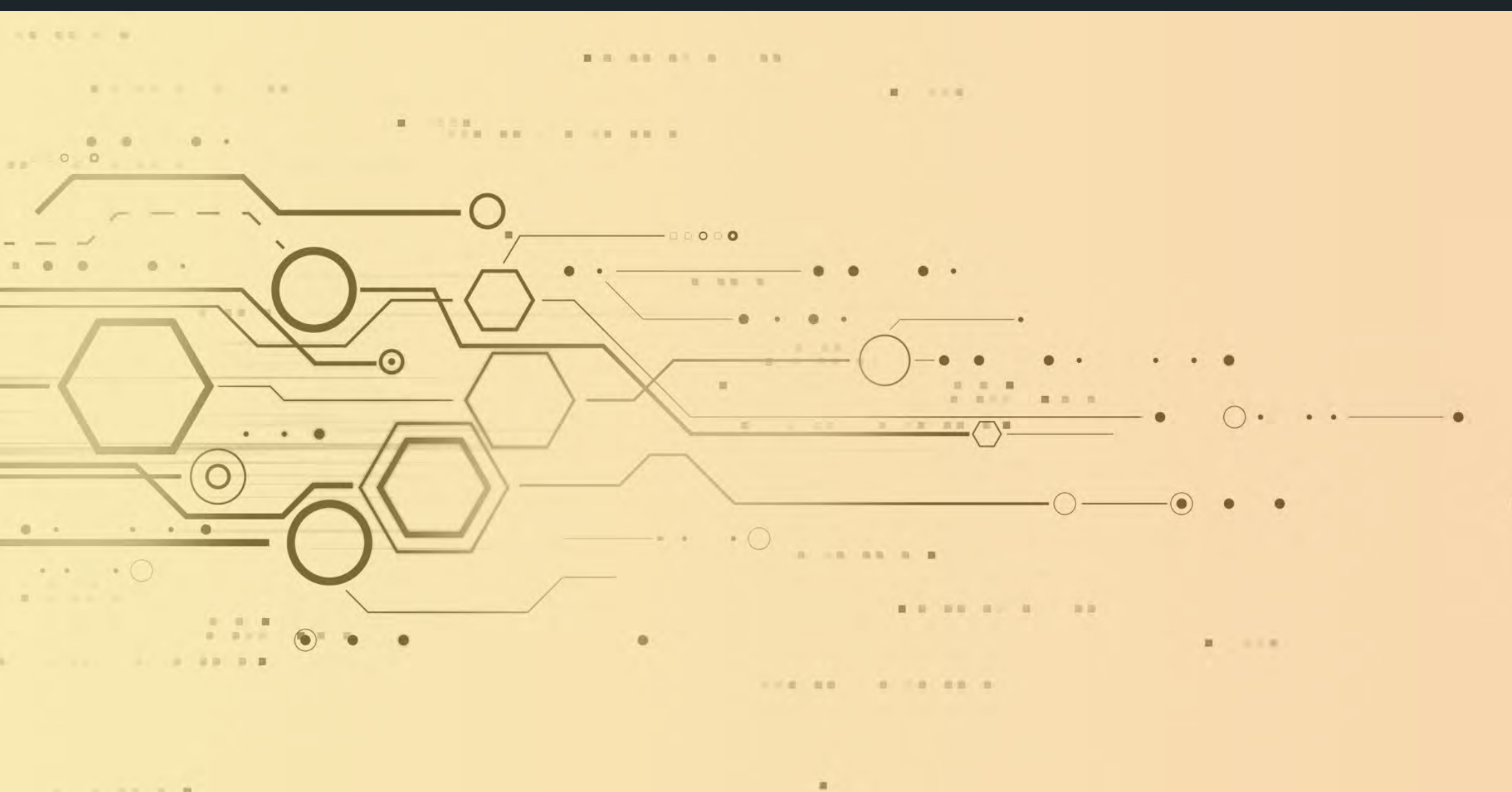


Measure	School Rate	District Rate
Chronic Absenteeism	12.4	22.9
Climate Survey Participation	86.0	N/A

** Reduction in Chronic Absenteeism (CA): Received 1 points in Student Engagement for reducing CA rate by 10% or more over prior year.

Climate Survey Participation is not a point-earning measure.

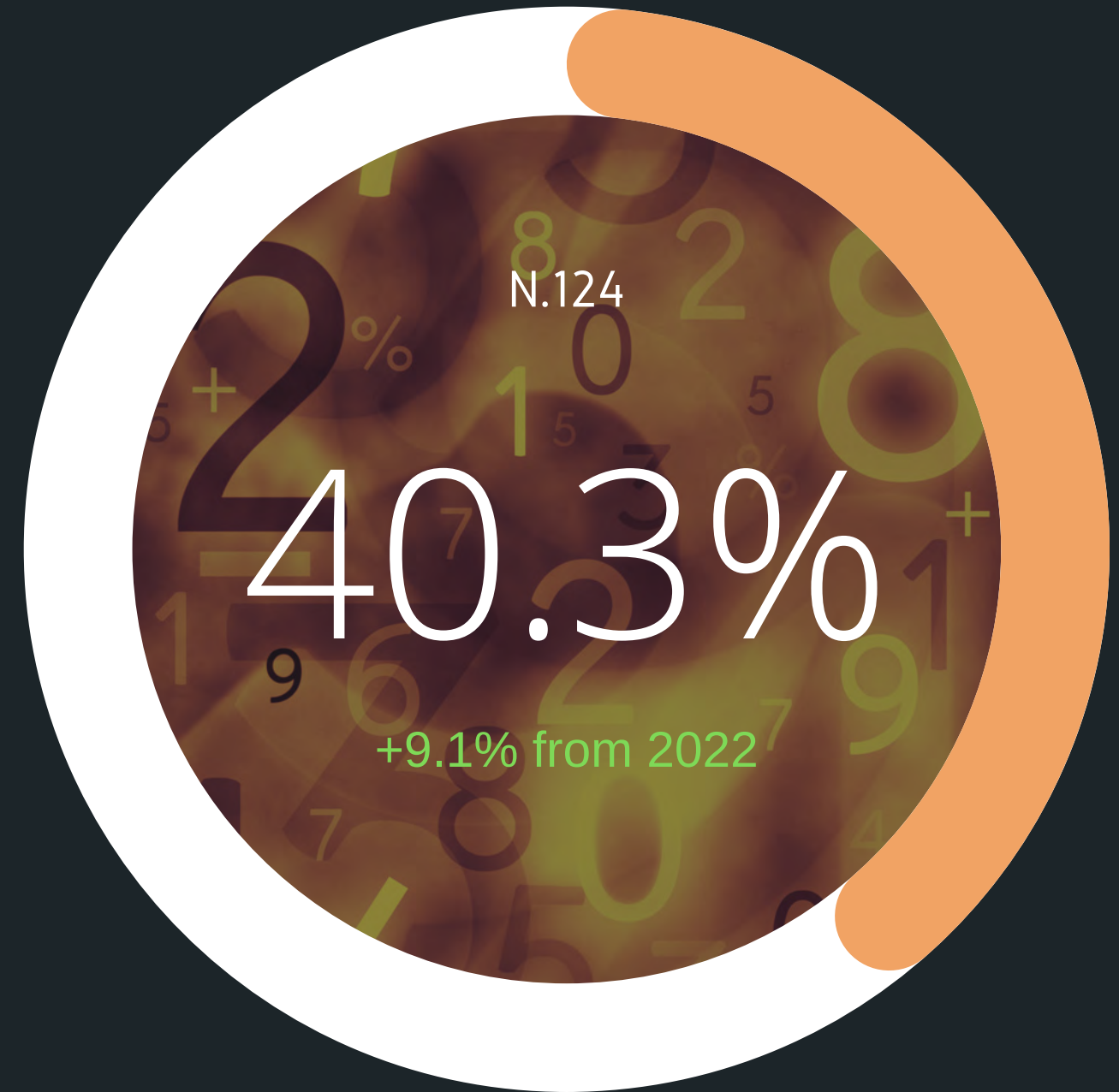
SOMERSET ACADEMY STEPHANIE MIDDLE SCHOOL



E L A



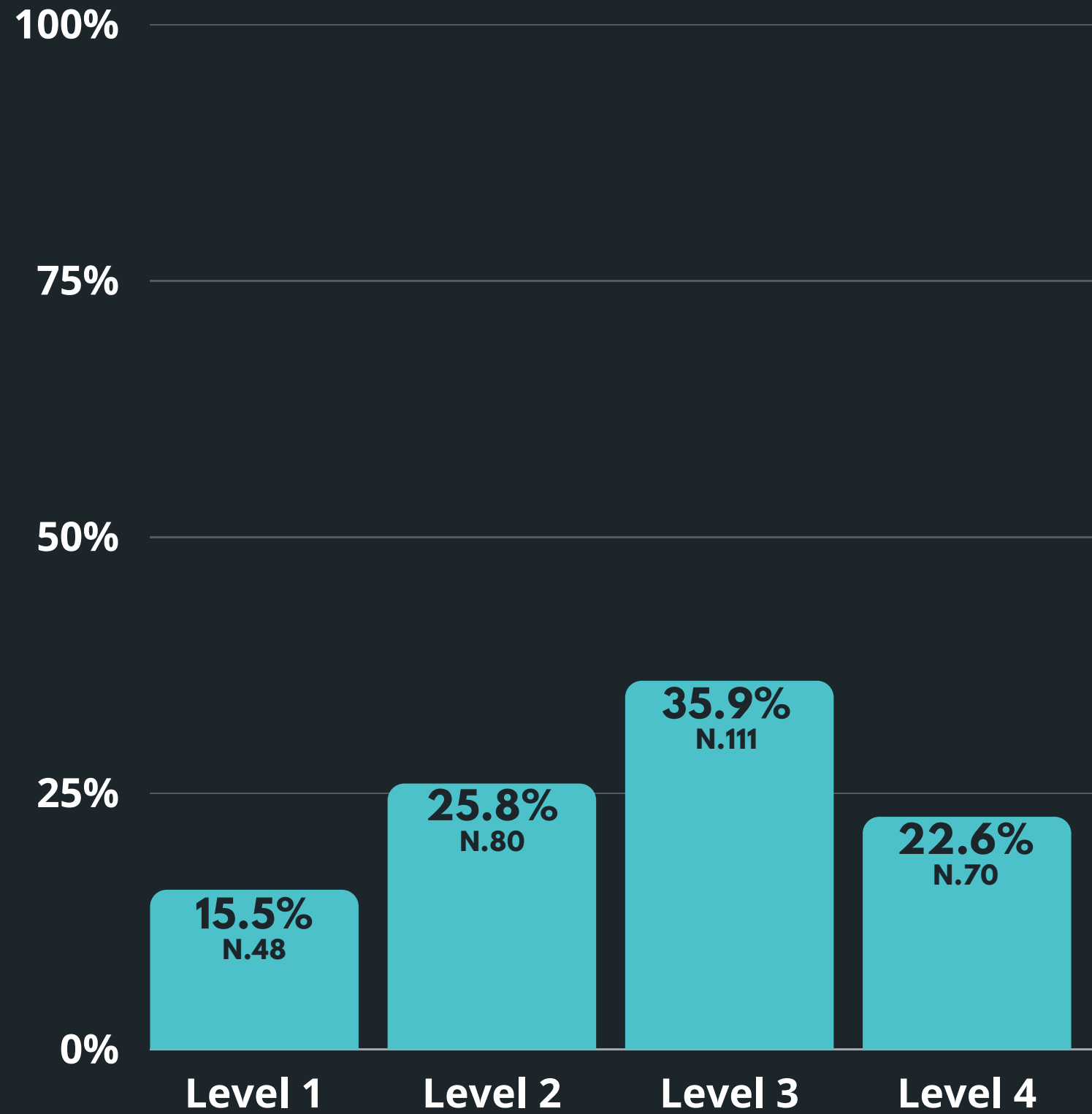
M A T H



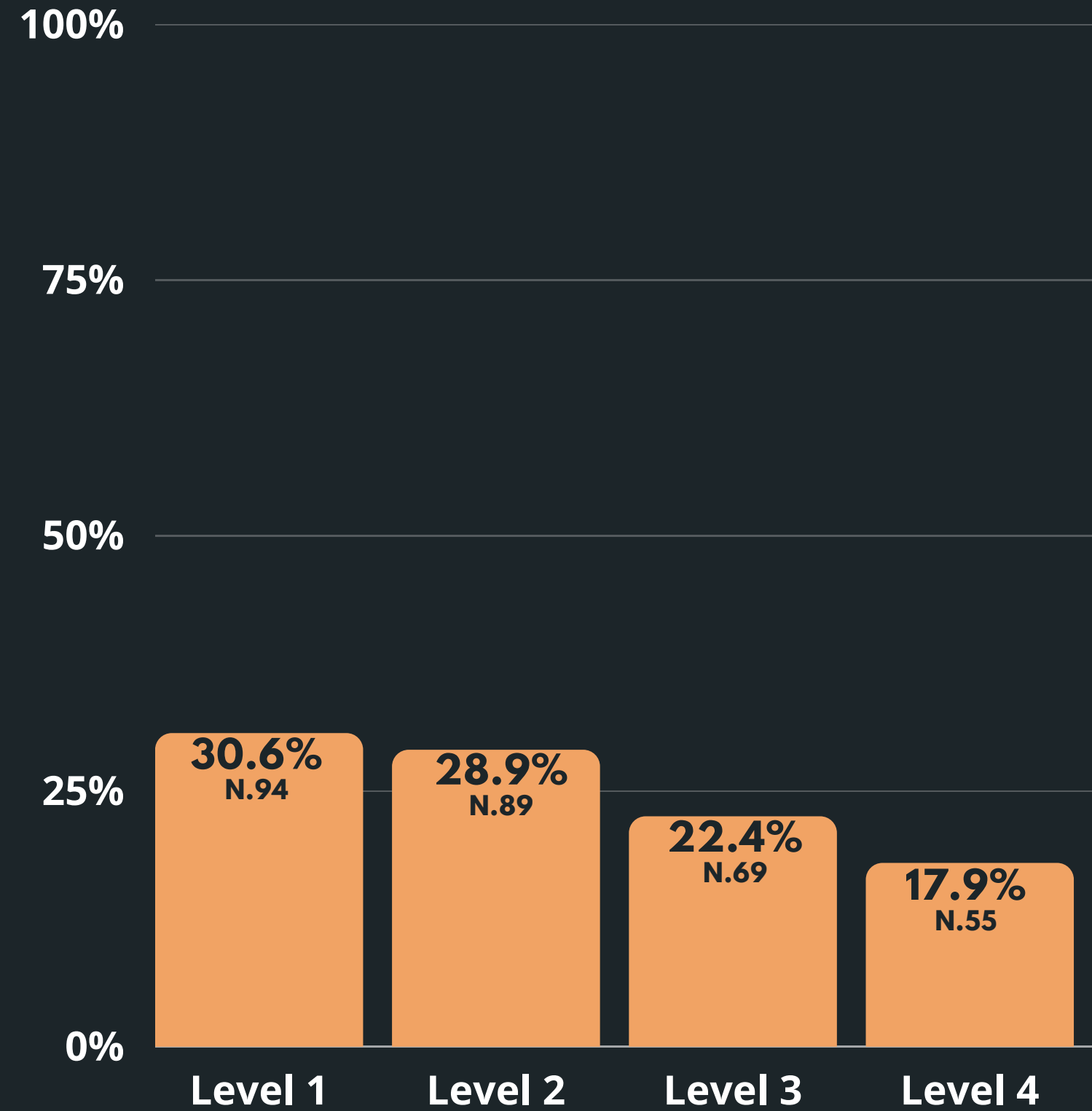
POOLED PROFICIENCY (MATH, ELA, SCIENCE, & NAA) = 49.2%

SOMERSET ACADEMY STEPHANIE MIDDLE SCHOOL SBAC 2023 OVERALL ACADEMIC ACHIEVEMENT LEVELS

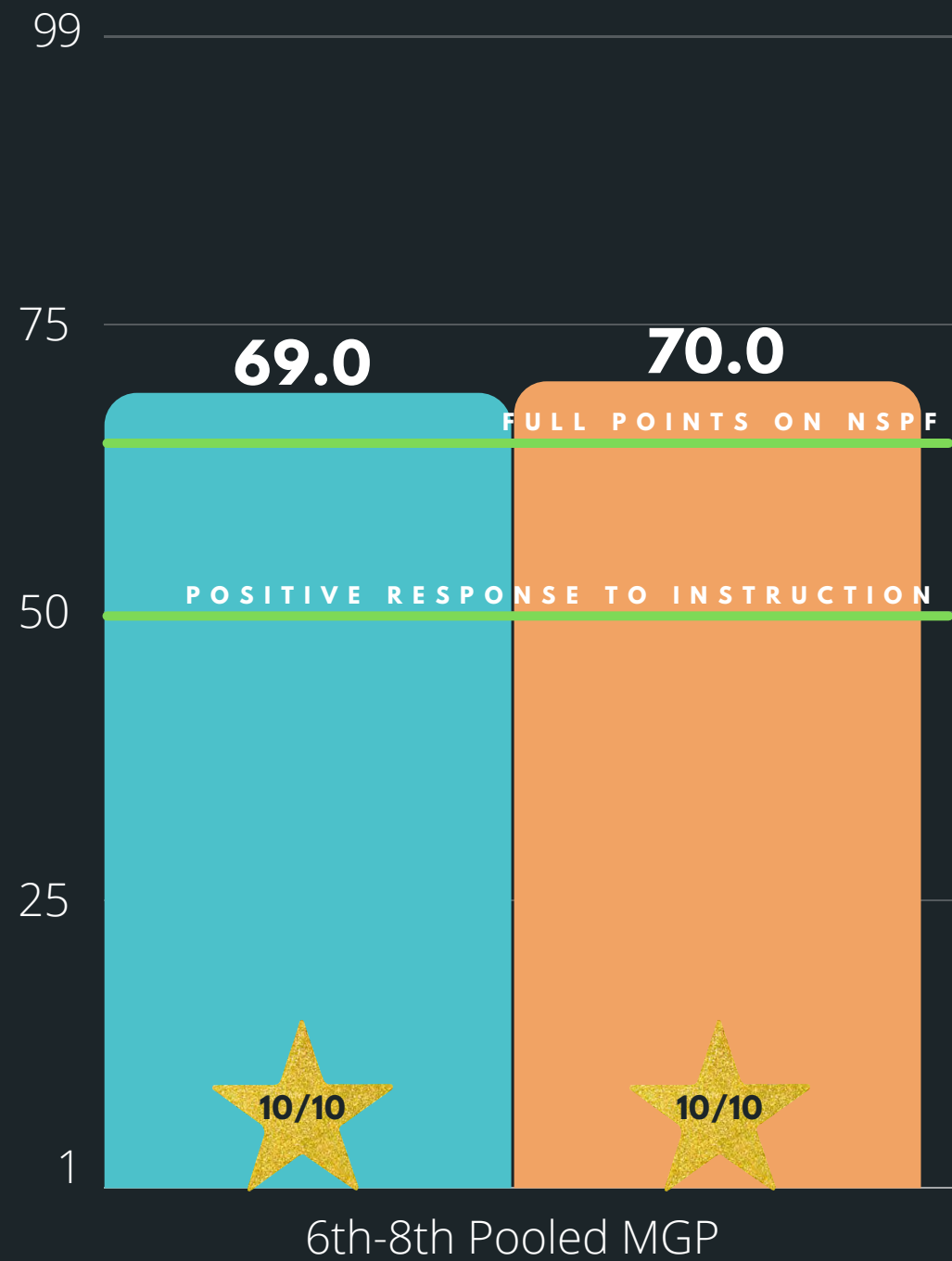
E L A



M A T H

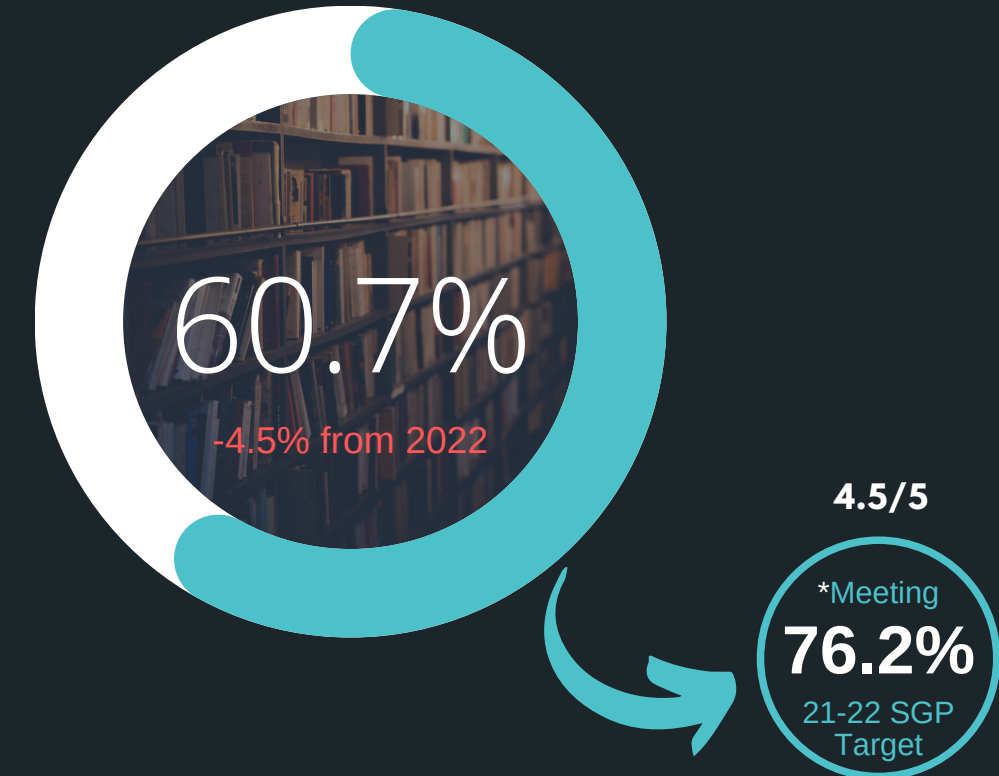


MGP

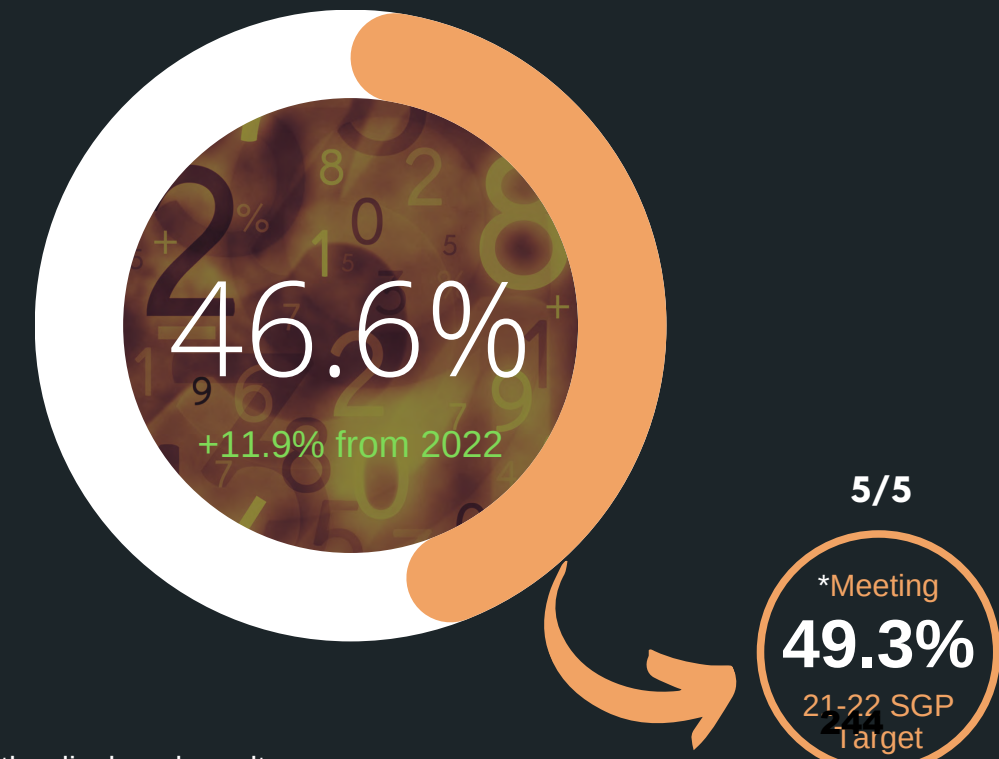


AGP

E L A



M A T H



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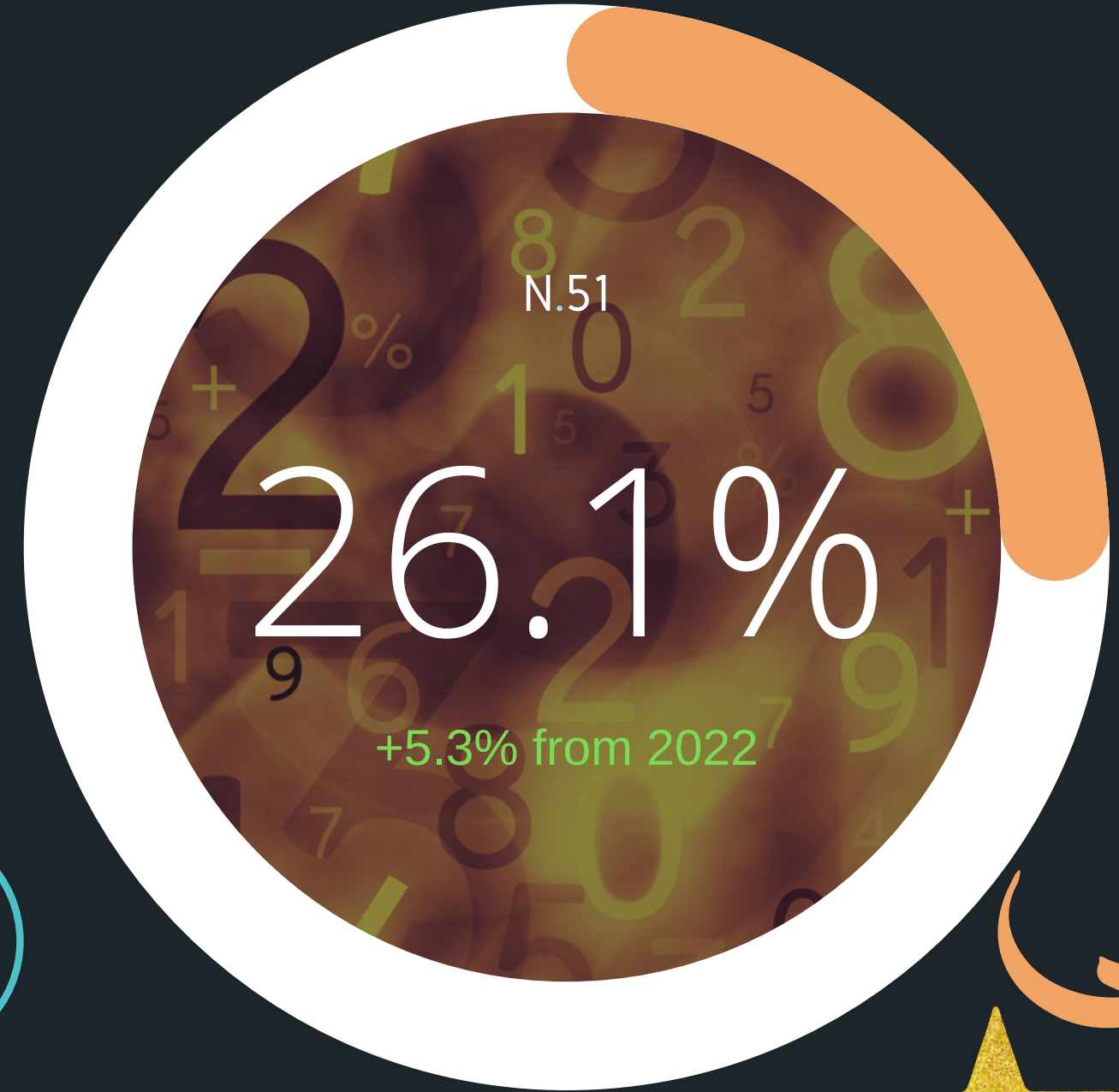
E L A



-9.3% from 2022



M A T H



+5.3% from 2022



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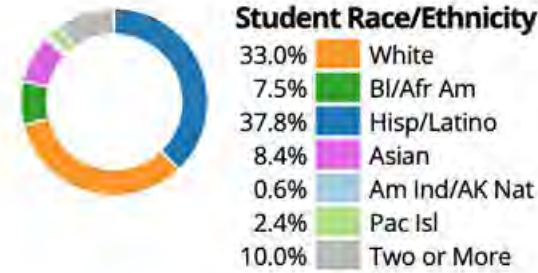
Somerset Academy Stephanie

School Year 2022-2023 Nevada School Rating

School Level: Middle School
 Grade Levels: KG-08
 District: State Public Charter School Authority
 School: 50 N Stephanie Street
 Address: Henderson, NV 89074



School Type: SPCSA
 School Designation: No Designation
 95% Assessment Participation: Met



School Performance History

School Year	Index Score/Star Rating
2021-2022	72.5 NR
2020-2021	86.1 ★★★★★

Additional Student Groups



What does my school rating mean?

Five-Star school: Recognizes a **superior** school that exceeds expectations for all students and subgroups on every indicator category with little or no exception. A five star school demonstrates superior academic performance and growth with no opportunity gaps. The school does not fail to meet expectations for any group on any indicator. These schools are recognized for distinguished performance.

How are school star ratings determined?

Schools receive points based on student performance across various Indicators and Measures. These points are totaled and divided by the points possible to produce an index score from 1-100. This index score is associated with a one- to five-star school rating.

How are star ratings determined based on total index score?

- Below 29 ★
- At or above 29 but less than 50 ★★
- At or above 50 and less than 70 ★★★
- At or above 70 and less than 80 ★★★★
- At or above 80 ★★★★★

2022-2023 School Performance



Academic Achievement Indicator

Measure	School Rate	District Rate
Pooled Proficiency	49.2	45.7
Math Proficiency	40.2	38.5
ELA Proficiency	58.3	53.4
Science Proficiency	48.4	43.9



Student Growth Indicator

Measure	School Median	District Median
Math MGP	70.0	56.0
ELA MGP	69.0	56.0

	School Rate	District Rate
Met Math AGP Target	46.6	40.4
Met ELA AGP Target	60.7	52.8



English Language Proficiency Indicator

Measure	School Rate	District Rate
Met EL AGP Target	35.7	29.3



Closing Opportunity Gaps Indicator

Measure	School Rate	District Rate
Prior Non-Proficient Met	26.1	18.0
Math AGP Target		
Prior Non-Proficient Met	32.0	23.3
ELA AGP Target		



Student Engagement Indicator

Measure	School Rate	District Rate
Chronic Absenteeism	18.0	18.8
Academic Learning Plans	>95	>95
8th Grade Credit Requirements	89.1	92.7
Climate Survey Participation	>95	N/A

** Reduction in Chronic Absenteeism (CA): Received 1 points in Student Engagement for reducing CA rate by 10% or more over prior year.

Climate Survey Participation is not a point-earning measure.



SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **OCTOBER 30, 2023**
AGENDA ITEM: **4b – CAMPUS UPDATES BY SOMERSET PRINCIPALS**
NUMBER OF ENCLOSURES: **0**

SUBJECT: **CAMPUS UPDATES**

ACTION
 CONSENT AGENDA
 INFORMATION
 PUBLIC HEARING

PRESENTER(S): **SOMERSET PRINCIPALS**

PROPOSED WORDING FOR MOTION/ACTION:

FISCAL IMPACT: **No**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **10-15 MINUTES**

BACKGROUND: **THE SOMERSET PRINCIPALS WILL PROVIDE CAMPUS UPDATES.**

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **OCTOBER 30, 2023**

AGENDA ITEM: **4c – REVIEW AND APPROVAL OF THE EMO EVALUATION FOR ACADEMICA NEVADA**

NUMBER OF ENCLOSURES:

SUBJECT: APPROVAL OF EMO EVALUATION FOR ACADEMICA NEVADA

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

PRESENTER(S): **LEE ESPLIN**

PROPOSED WORDING FOR MOTION/ACTION:

MOVE TO APPROVE THE EMO EVALUATION FOR ACADEMICA NEVADA, AS PRESENTED.

FISCAL IMPACT: **No**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **3-5 MINUTES**

BACKGROUND: **A REVIEW AND DISCUSSION OF THE EMO EVALUATION.**

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **OCTOBER 30, 2023**

AGENDA ITEM: **4d – REVIEW AND DISCUSSION REGARDING INSURANCE COVERAGE**

NUMBER OF ENCLOSURES: **1**

SUBJECT: **REVIEW OF INSURANCE COVERAGE**

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

PRESENTER(S): **RYAN REEVES/GARY McCLAIN**

PROPOSED WORDING FOR MOTION/ACTION:

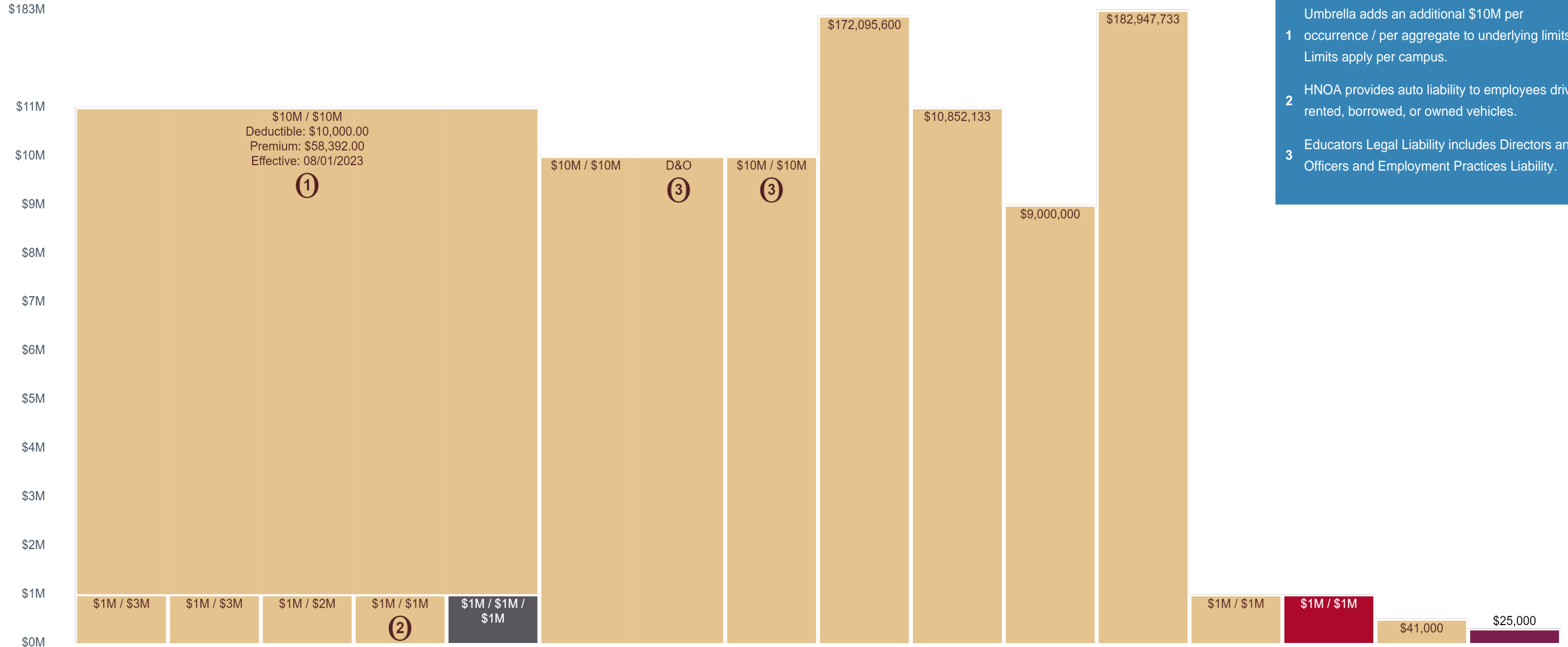
FISCAL IMPACT:

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **3-5 MINUTES**

BACKGROUND: **A PRESENTATION OF THE INSURANCE COVERAGE PLACEMATS.**

Callouts

- 1 Umbrella adds an additional \$10M per occurrence / per aggregate to underlying limits. Limits apply per campus.
- 2 HNOA provides auto liability to employees driving rented, borrowed, or owned vehicles.
- 3 Educators Legal Liability includes Directors and Officers and Employment Practices Liability.



Coverage	General Liability	Abuse or Molestation Liability	Employee Benefit Liability	Hired and Non-owned Auto	Workers' Compensation & Employers Liability	Educators Legal Liability	Employment Practices Liability	Building Coverage	Business Personal Property	Business Income & Extra Expense	Equipment Breakdown (Boiler & Machinery)	Crime	Cyber Liability	Inland Marine	Student Accident Liability
Deductible	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	24 Hours	\$10,000.00	\$5,000.00	\$25,000.00	\$1,000.00	\$0.00
Premium	\$112,411.00	\$27,328.00	\$300.00	\$970.00	\$120,053.00	\$24,667.00	Included	\$121,965.75	\$5,638.75	\$13,649.75	\$11,802.75	\$5,080.00	\$27,662.35	\$390.00	\$20,507.70
Effective	08/01/2023	08/01/2023	08/01/2023	08/01/2023	09/09/2023	08/01/2023	08/01/2023	08/01/2023	08/01/2023	08/01/2023	08/01/2023	08/01/2023	08/01/2023	08/01/2023	08/01/2023
Insurer	Philadelphia	Philadelphia	Philadelphia	Philadelphia	WCF	Philadelphia	Philadelphia	Philadelphia	Philadelphia	Philadelphia	Philadelphia	Philadelphia	Corvus	Philadelphia	Chubb



KEY Philadelphia WCF Corvus Chubb

This chart is for illustration purposes only. The precise coverage afforded is subject to the terms, conditions and exclusions of the policies as issued. We make no representations, either expressed or implied as to the adequacy of any limits of protection. Determination of the adequacy of the limits of protection is your responsibility.

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **OCTOBER 30, 2023**

AGENDA ITEM: **4e – DISCUSSION REGARDING THE ANNUAL SURPLUS SPENDING POLICY**

NUMBER OF ENCLOSURES:

SUBJECT: ANNUAL SURPLUS SPENDING POLICY

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

PRESENTER(S): **GARY MCCLAIN/RYAN REEVES/TREVOR GOODSSELL**

PROPOSED WORDING FOR MOTION/ACTION:

FISCAL IMPACT:

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **7-10 MINUTES**

BACKGROUND:

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **OCTOBER 30, 2023**

AGENDA ITEM: **4f – DISCUSSION REGARDING ANTICIPATED PROJECTS**

NUMBER OF ENCLOSURES: **0**

SUBJECT: ANTICIPATED PROJECTS

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

PRESENTER(S): **GARY MCCLAIN**

PROPOSED WORDING FOR MOTION/ACTION:

FISCAL IMPACT:

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **7-10 MINUTES**

BACKGROUND:

THERE ARE SEVERAL PROJECTS ACROSS CAMPUSES THAT NEED CONSIDERATION, SOME OF WHICH THE BOARD PREVIOUSLY APPROVED ARCHITECTURAL FEES FOR AND THE PROJECTS ON THE VACANT PARCELS AT SKY POINTE AND LONE MOUNTAIN.

- **SKYE CANYON – 2 CLASSROOM ADDITION- STALLED DUE TO CONSTRUCTION COSTS**
 - **THE BOARD HAS ACCESS TO \$600,000 IN PROJECTS FUNDS FOR THIS PROPERTY**
 - **CONSTRUCTION IS ESTIMATED TO EXCEED \$1 MILLION**
- **ALIANTE – 2 CLASSROOM ADDITION- STALLED DUE TO CONSTRUCTION COSTS**

- **THE BOARD HAS ACCESS TO \$600,000 IN PROJECTS FUNDS FOR THIS PROPERTY**
- **CONSTRUCTION IS ESTIMATED TO EXCEED \$1 MILLION**
- **SKY POINTE IMPROVEMENTS**
 - **ES CLASSROOM ADDITION**
 - **ROADWAY IMPROVEMENTS ON SKY POINTE**
 - **PARKING LOT EXPANSION**
 - **PERFORMING ARTS BUILDING**
 - **FIELD LIGHTS**
- **LONE MOUNTAIN EXPANSION**
 - **GYM + MIDDLE SCHOOL EXPANSION**
- **OTHER RESERVE PROJECTS THIS YEAR**
 - **LOSEE TURF REPLACEMENT**

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **OCTOBER 30, 2023**

AGENDA ITEM: **4g – DISCUSSION AND POSSIBLE APPROVAL TO ENGAGE BOB GRONAUER’S OFFICE FOR LAND USE SERVICES FOR LONE MOUNTAIN AND SKY POINTE EXPANSIONS**

NUMBER OF ENCLOSURES: **1**

SUBJECT: ENGAGEMENT OF BOB GRONAUER’S OFFICE FOR LAND USE

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

PRESENTER(S): **GARY McCLAIN**

PROPOSED WORDING FOR MOTION/ACTION:

MOVE TO APPROVE TO ENGAGE BOB GRONAUER’S OFFICE FOR LAND USE FOR THE LONE MOUNTAIN AND SKY POINTE EXPANSIONS.

FISCAL IMPACT:

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **3-5 MINUTES**

BACKGROUND:

THE SERVICES OF BOB GRONAUER’S OFFICE WILL BE NEEDED TO GAIN THE APPROVAL FOR THE LAND USE ENTITLEMENTS OF THE LONE MOUNTAIN PROPERTY AND THE SKY POINTE MASTER PLAN.

October 25, 2023

VIA EMAIL

gary.mcclain@academicnv.com

Gary McClain
Somerset Academy of Las Vegas
6630 Surrey St.
Las Vegas, NV 89119

Re: Terms of Engagement for Legal Representation

Dear Mr. McClain:

We appreciate you asking us to assist Somerset Academy of Las Vegas (“you”) with zoning and land use entitlements for the following matters:

- Sky Pointe expansion of your current location
- Lone Mountain location

We look forward to serving as counsel on these matters. This letter sets forth the terms of our proposed engagement, and constitutes an agreement between us (this “Agreement”).

1. *Our Client; Terms of Present and Future Engagements.* You (Somerset Academy of Las Vegas), but not any affiliates or other related persons or entities, are our client. Unless we otherwise agree in writing, this Agreement sets forth our entire Agreement for rendering professional services for the current and any future engagements. However, should you choose to engage the Firm in future matters, you agree to allow this Agreement to be supplemented by a letter to include the new engagement. Our engagement is limited to the matters outlined above, and does not extend to any tax-related issues. You agree to rely on the advice of your accountant, CPA or other tax advisor, for tax advice, and we may rely on such advice which you share with us.

2. *Intake Procedures.* Our engagement is subject to and effective upon completion of our normal intake procedures, including receipt of a copy or facsimile of this Agreement signed by all parties together with any retainers required, and successful completion of a check for potential conflicts of interest. You represent you have disclosed, and promptly will disclose, to us all persons and entities who may have an interest in, are adverse to, or affected by, this matter so that we may avoid any conflicts of interest. If an organization, you will identify the directors, officers, principals, and managers of said organization.

3. *Fees.* My current hourly rate is \$575.00. The hourly rates of our associates currently range between \$275.00 and \$395.00. Legal Assistants are charged at a rate between

\$140.00 and \$245.00 per hour. Should other attorneys be assigned to this matter, we will be happy to provide their hourly rate to you upon request. Although we reserve the right to change these rates from time-to-time, we generally do so in January. One of the benefits of your engagement of our Firm is the wide range of expertise and experience of our attorneys and staff. As a result, if the primary attorney finds that the use of other attorneys, paralegals or staff within our Firm would work to your benefit, keep costs down or otherwise be most economical, we may make such sub-assignments of duties. While we may attempt to estimate fees to assist you in your planning, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

At this time we are not aware of any unusual facets or demands of your proposed assignment. However, in determining the fees to be charged in a matter, we may deviate from the standard hourly rate due to the novelty and difficulty of the problems presented, the experience of the attorneys involved in the matter, the results obtained, the time limitations imposed by the client or by the circumstances related to the matter and the amount involved in the matter.

4. Charges. In addition to fees for professional and staff time, we will charge separately for, travel, court transcripts or deposition transcripts, parking, filing fees, wire transfers, returned checks, foreign currency charges, secretarial overtime (where attributable to your special needs), bulk printing, extraordinary postage, external trial support, experts and other consultants retained on your behalf, and other similar items. By executing this Agreement below, you are agreeing to pay for these charges. You are also responsible for any additional charges and expenses, not listed above, that we advance on your behalf. Where significant or unusual third-party payments are required (e.g., co-counsel fees, expert fees, special studies, extensive transcripts or filing fees), we will normally forward the charge to you for direct payment or obtain advance funds from you to cover the charge. If we advance funds for you, they will be added to the invoice.

5. Retainer. A retainer is required for all clients. Please be advised that the filing fees and publication costs will not be advanced unless a sufficient retainer is on deposit with us. ***In this matter, we have agreed to waive the initial retainer.*** For your information, any retainer until earned is a deposit for payment of a portion of the legal fees and costs to be incurred. Except to the extent legal fees or costs are incurred, any retainer is a refundable deposit that is your property and which you may have returned. We will initially hold the retainer in our trust account; however, at the Firm's discretion retainer funds may be applied at any time to the fees and costs billed to you. Upon exhaustion or substantial depletion of retainer funds, the Firm may require you to provide additional retainer funds. You will be required to pay our monthly invoices upon receipt as outlined in paragraph 6.

6. Billing Statements; Carrying Charges on Unpaid Balances. Except as otherwise agreed, we will bill you on a monthly basis, and you agree to pay on receipt any balance due. You may have the billing statement in any reasonable format you choose, but we will select an initial detailed format for the statement unless you otherwise request in writing. If you have any questions

about a statement, please call them to our attention promptly, but in any event no later than thirty (30) days after you receive the statement.

7. Payment. We expect to receive timely payment of our invoices. We do not extend credit to our clients. If fees are not paid promptly, we reserve the right to cease work on your file and withdraw as your counsel. If we do not receive payment within 30 days, you agree to pay a carrying charge of 1.5% per month (subject to adjustment by us from time-to-time as indicated on our statements) on the unpaid balance of the statement from the invoice's date. Payments will be accepted by cash, check, money order, bank draft, wire transfer, and credit card. Payments made by credit card may be surcharged a fee commensurate with the costs of accepting your credit card payment.

Payments made by cash will be subject to 26 United States Code (U.S.C.) 6050I and 31 U.S.C. 5331. Information for each individual delivering a cash payment by or on behalf of You as well as Your information will be gathered on IRS Form 8300. Should the total deposits for You exceed \$10,000 within a twelve (12) month period, a completed Form 8300 will be filed with the Internal Revenue Service. Please ensure that any individuals delivering cash payments on Your behalf are notified of these requirements. For this purpose, the term "cash" means U.S. and foreign coin and currency as well as cashier's checks, money orders, bank drafts, or traveler's checks having a face value of \$10,000 or less.

8. IOLTA Participation. As required by law, we will maintain and safeguard a trust account from which any interest earnings are forwarded to the IOLTA program run by the Nevada Law Foundation. Any interest earned on your trust fund balance will be forwarded to the program.

9. Termination. You may terminate our services at any time upon written notice, and we also may terminate our services upon written notice. Our representation will end at the earliest of (a) your termination of our representation, (b) our withdrawal, or (c) the substantial completion of our substantive work. Please note that we may obtain judgments, perfect security interests (UCC filings) or perform other work on your behalf that may require action in the future to renew or otherwise remain valid. For example, a judgment may be valid for six years. At the end of six years, it may require renewal to extend its validity. Given the lengthy times involved, you are solely responsible for separately engaging us or another attorney of your choice for all such future renewals, continuations and similar extensions of your rights.

10. Waiver of Certain Conflicts. Because our representation is limited in scope, you have agreed that, subject to certain conditions described below, we may represent, now and in the future, other persons and entities. You understand and agree that, with the exceptions below, we are free to represent other clients, including clients whose interests may conflict with yours in litigation, business transactions, or other legal matters. In addition, you have agreed that while we are representing you in active, pending matters, we may represent other clients in any matters which may be deemed a concurrent conflict of interest provided that (1) we reasonably believe that we will be able to provide competent and diligent representation to each affected client; (2)

the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by a client against you in the same litigation or the same proceeding before a tribunal; and (4) you and the other client give informed consent, confirmed in writing. In addition, if our representation of you is terminated either by the Firm or by you, we may thereafter represent other clients with interests adverse to yours (even in litigation), provided that the representation does not involve confidential information we have obtained from you that is material to those matters. By executing this Agreement you are confirming your understanding of the above.

11. *Records and Files Retention.* All records and files will be retained and eventually disposed of in compliance with our then applicable file retention policy. Subject to future changes, it is our current policy to retain records relating to a matter for no more than seven (7) years after termination. Upon your prior written request, we will return records to you prior to their destruction. It is not administratively feasible for us to advise you of the closing of a matter or the disposal of records. We recommend, therefore, that you maintain your own files for reference or make written request for your files at the termination of a matter. If you have any questions concerning our records retention policies, please contact us.

12. *No Guarantee of Success.* It is impossible to provide any promise or guarantee about the outcome of your matter. Nothing in this Agreement or any statements by our staff or our attorneys constitutes a promise or guarantee. Any comments about the outcome of your matter are expressions of opinion only.

13. *Candor and Truthfulness.* You agree to be candid with us and to provide us all of the information in your possession or to which you have access, which will be necessary or useful for the discharge of our services. You will not knowingly make false statements to us or knowingly fail to disclose information to us which is relevant to the services we are performing. If you provide us confidential information, you will alert us to the confidential nature of such information so that we can protect it. As part of your retention of the Firm, you understand and agree that the attorneys, paralegals, and other office staff may, at times, seek internal advice about their ethical and legal obligations. You acknowledge that their internal conversations and advice are privileged communications and are not a waiver of our law firm's intra-firm privilege.

14. *Arbitration and Waiver of Jury Trial.* Any dispute between us shall be subject to binding arbitration. This means, among other things, that any dispute based upon, arising out of or relating to this Agreement, this agreement to arbitrate disputes, our engagement and/or our performance or failure to perform services (including, without limit, claims of breach of duty or professional negligence), is subject to binding arbitration. In addition, all questions regarding the arbitrability of the dispute, including whether we have agreed to arbitrate the dispute, shall be decided by such arbitration.

The arbitration shall be held in Clark County, Nevada before a retired Nevada District Court Judge or other mutually acceptable arbitrator. Judgment on the arbitrator's award shall be final and binding, and may be entered in any competent court.

As a practical matter, by agreeing to arbitrate all parties are waiving a jury trial.

This agreement to arbitrate all disputes between us applies even if some person or entity claims that this Agreement is void, voidable, or unenforceable for any reason.

15. Representation of Organization. If you, our client, are an organization (corporation, trust, partnership, limited partnership, limited liability company, or any other incorporated or unincorporated business or other entity), you should understand that we represent the organization and not its officers, board members, managers, principals, employees or any other persons in control where such person is engaged in action, intends to act or refuses to act in a matter related to the representation that is a violation of a legal obligation to the organization. A lawyer employed or retained by an organization represents the organization acting through its duly authorized constituents and not any individual associated with the organization.

16. Attorneys' Fees. Should the Firm prevail in any arbitration or litigation arising out of or relating to non-payment of attorney's fees or non-payment of charges advanced on your behalf, the Firm shall be entitled to recover all attorneys' fees (including the value of time of our attorneys at their normal billing rates), all experts' fees and expenses and all costs (whether or not such costs are recoverable pursuant to Nevada law) as may be incurred in connection with either obtaining or collecting any judgment and/or arbitration award, in addition to any other relief to which that party may be entitled.

17. Our Disclosure of Representation of You in a Transaction. Rule 1.6(a) of the Nevada Rules of Professional Conduct provides that "a lawyer shall not reveal information relating to representation of a client unless the client gives informed consent ..." To the extent our engagement involves any advice or representation of you in any transaction such as a financing, merger, acquisition, divestiture, or joint venture, we would appreciate the right, in our discretion, to publicize such representation for our promotional purposes such as in our promotional materials or to third party publications or other media. We would disclose only our representation of you in the transaction and, in our discretion, any information on the transaction which is publicly available. We would not make such disclosure unless and until the transaction is publicly announced or otherwise becomes publicly available through filings or other means. After having considered the risks to you of any such disclosures by us, you have consented to our disclosure of information to the extent consistent with this paragraph.

18. Miscellaneous. This Agreement is governed by Nevada law and sets forth our entire agreement for rendering professional services. It can be amended or modified only in writing. Each party signing below is jointly and severally responsible for all obligations due us and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each party signing it whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such

provisions or application, and to this end the provisions of this Agreement are declared to be severable. We are not advising you with respect to this Agreement because we would have a conflict of interest in doing so. If you wish to have advice, you should consult independent counsel of your choice. Please contact me as soon as possible if this Agreement does not accurately reflect your understanding. Any corrections or changes must be in writing and signed by both of us.

Please sign and return an acknowledgement copy of this Agreement at your earliest convenience.

Sincerely,

KAEMPFER CROWELL



Bob Gronauer

RJG/mlt

ACKNOWLEDGEMENT

The undersigned has read and understood this Agreement. The undersigned acknowledges that this Agreement is subject to binding arbitration as provided in Paragraph 14 above. The foregoing accurately sets forth all the terms of your engagement, and is approved and accepted on the ___ day of October, 2023.

SOMERSET ACADEMY OF LAS VEGAS

By: _____
Gary McClain

Its: