Kid Zone

Early-Bird Childcare for Grades TK-5

Kid Zone Early Bird Childcare Program is for students in Grades TK-5 incorporating exciting, activity-based experiences in art, drama, language arts, math, music, science, social studies and games/physical activities. The program is available at all elementary schools.

Locations:

- Lake Tahoe Environmental Science Magnet School
  1095 San Bernardino Avenue
  (530) 543-2371
- Sierra House Elementary School
  1709 Remington Trail
  (530) 543-2327
- Tahoe Valley Elementary School
  943 Tahoe Island Drive
  (530) 543-2350

Hours of Operation Daily

- Tahoe Valley Elementary school: 7:00 am - Start of School
- Lake Tahoe ES Magnet School and Sierra House Elementary: 7:30 am - Start of School

Fees: $5 Per Day or $25 per week

After-School Childcare for Transitional Kindergarten (TK) Students

TK Kid Zone After-school Childcare Program is for students attending the TK Program at Tahoe Valley Elementary School ONLY.

Hours of Operation

1:15 p.m. - 3:20 p.m.

Fees

$5 Per Day or $25 per week

Registration packets are available at all elementary school offices or the Education Center.
Lake Tahoe Unified School District School District

KID ZONE REGISTRATION FORM

Early Bird Childcare for Grades TK-5 is available at all elementary schools. The childcare program will be closed for all holidays observed by the Lake Tahoe Unified School District and on snow days.

School where child is enrolled:

□ Sierra House Elementary School  □ Lake Tahoe ES Magnet School  (From 7:30 A.M. until the start of school)

□ Tahoe Valley Elementary School:  (  ) AM  (From 7:00 A.M. until the start of school)
  (  ) PM  (After-school childcare is available for the TK Program at Tahoe Valley
  ONLY from 1:15 p.m. to 3:20 p.m.)

Name of Student: __________________________________________  Age:____  Grade Level: ______

(Last name)              (First name)

Date of Birth:  __ / __ / ___  Sex:  ____ (M / F)

Home Address:  ____________________________________________________________________

(Mailing Address and Street)  (City)  (State)  (Zip)

Home Phone: ___________________Cell Phone: _____________________________

Mother/Guardian: ____________________________________  Work Phone: ____________________

Father/Guardian: _____________________________________  Work Phone:  ________________

Required ** E-mail address (es):__________________________________________________________

(Invoices will be sent to the e-mail address listed above)

FEE SCHEDULE (Fees are subject to change)

*** One-time Registration Fee - $30 - first child & $10 each additional child (registration fee must accompany this document)

Kid Zone Monthly Fees for the previous month are due in full no later than the 10th of each month. If the 10th falls on a weekend, the payment is due on the next following Monday.

o  Daily Fee Weekly Fee Grades TK -5 ............ $5 per day / $25 weekly.

o  TK at Tahoe Valley Elementary Only.........$5 per day / $25 weekly.

PAYMENT METHODS:

(You can pay directly at your school or at the District Office: 1021 Al Tahoe Blvd., South Lake Tahoe, CA.)

o  Checks / Money Orders. (Payables to: “LTUSD childcare Program”)

o  Cash.

If you have questions please contact the Childcare Program at 530-541-2850 X 0.

*** Note: The Lake Tahoe Unified School District and Board of Education reserve the right to modify this fee schedule, as well as any policies, rules, regulations or requirements pertaining to the program. Parents will be given written notification of modifications to the fees or rules prior to their implementation.

Signature of Parent/Guardian: _______________________________ Date: ________________

Driver’s License or other Picture ID Number (Identification Purposes):______________________________
KID ZONE AGREEMENT

Student name: _____________________________________________

School: _______________

Space in this program may be limited. Registration will be accepted on a first-come-first-served basis and is contingent upon completion of the enrollment paperwork and payment of fees prior to the students attending the program.

1. Submission of completed enrollment paperwork and registration fees will be required prior to student attending the program.

2. Registration fees are due in advance of participation in the childcare program and are Non-refundable.
   a. One-time Registration Fee - $30.00 - first child & $10.00 each additional child.

3. A 10% late fee is assessed on any balance still due after the 10th of the following month.

4. Kid Zone Monthly Fees for the previous month are due in full no later than the 10th of each month. If the 10th falls on a weekend, the payment is due on the next following Monday.

5. Invoices for the previous month are sent via e-mail (e-mail provided on the Registration Form) by the 6th of each month. If you do not receive your invoice(s), it is your responsibility to contact the school or the district with invoice inquiries.

6. If your child will not attend the Kid Zone program anymore, we still require a full payment of the days attended on past months.
   a. Please note, certain end-of-year privileges including your child’s report card being withheld, can be enforced until the debts are paid.
      i. Unpaid amounts that exceed 60 days may be deferred to small claims court.

I have received and read above agreement:

Signature: ____________________________   Date: ______________________
ABSENTEEISM

If a child is absent, a parent must notify the staff for each day the child will not be in attendance. Failure to notify the staff will result in a $10.00 fee and could lead to dismissal from the program.

Any child who is ill and does not attend school will not be allowed to attend child care. Do not bring the child to the program if he/she has a cold, fever, cough, running nose or eyes, or any other signs of illness. A child who is ill will be refused admission and the parent will be contacted to pick-up the child. Should the child become ill at child care, the parent will be called to make arrangements to pick-up the child immediately. In case a parent cannot be reached, adults listed on the emergency list will be called. All phone numbers must be kept up to date and accurate. The staff needs to be informed of any illness that may be communicable. Parents will be notified if their child is exposed to any contagious diseases or health related incident.

ACTIVITIES

Children choose from a variety of enrichment activities that are offered daily in an informal classroom setting. Indoor and outdoor experiences are provided with time for active play, as well as time to relax, read, do homework, and other quiet activities.

All children have the opportunity to learn and grow through age-appropriate experiences such as:

- integrating new learning with past experiences through age-appropriate project work
- emphasizing oral language development with appropriate literacy experiences including music and poetry
- working with students with read-aloud and pre-reading activities with exposure to letters, sounds and numbers
- developing children’s social skills, including problem-solving and making good choices. These enrichment activities will reinforce and extend the curriculum, which will be coordinated with the day-to-day activities.

ADMINISTRATION AND STAFF

The Lake Tahoe Unified School District Early Bird (Grades TK-5) Program is administered by the personnel of the Lake Tahoe Unified School District. Employees are governed by the rules and regulations of the Board of Education and represented by California School Employees Association, Chapter #286. Each Early Bird Program site is staffed by an attendant under the supervision of the principal, determined by the number of students enrolled. Attendants meet the necessary District requirements for education and experience in child care. The Superintendent or designee is responsible for the direct supervision of the programs as well as the principal.

ADMISSION

Admission will be open to any child enrolled at their school of attendance, provided the program can meet the needs of that child. Admission will be granted without discrimination.

1. The child must meet the following conditions:
   A) There will be no adverse effect upon other children.
   B) The child will benefit from the program and the center is able to meet the individual needs of the child.
   C) The child will not receive additional staff time normally given to the group.

2. All applications are accepted on a first-come basis, as space available may be limited.
**BEHAVIOR MANAGEMENT**

Standards of behavior in the Child Care Program parallel those in the school classrooms and the written policy in the District’s Board Policies and Administrative Regulations. Children are expected to respect the adults in the program and to follow all directions. All rules are directed toward avoiding injury to persons or property while ensuring fairness. The basic rules are:

1. Keep hands, feet, and other objects to oneself.
2. Follow the directions of adults respectfully.
3. Use equipment properly.
4. Do not tease other students.
5. Promote cooperation.
6. Settle disagreements by discussing them, no fighting.

**STUDENT ACCOMMODATIONS**

A disruptive child may be removed from a group situation to regain self-control or denied a privilege. Any form of discipline that would impair a student’s self-respect is avoided. The following student accommodations are:

- Positive reinforcements
- Redirecting the child to a positive activity
- Contracts with incentives

**REMOVAL AND DISMISSAL FROM PROGRAM**

Removal and dismissal from the Child Care Program shall be as follows:

1. Failure to pay may result in removal from program.
2. A child shall be removed from the program for the remainder of the day if he/she displays disruptive behavior.
3. The parent/guardian shall be contacted and shall have the child picked-up within a reasonable time agreed upon by the facilitator and parent/guardian.
4. Discipline referrals are accrued from the date of enrollment in the program.
5. After five discipline referrals, the student may be dismissed from the program for six months at which time the parent can petition for readmission.
6. A Discipline referral, suspension and dismissal may be given to the child for all applicable offenses in Education Code Sections: 48900, 48900.2, 48900.3, 48900.4, and 48900.7 (See Appendix).
7. Certain behavior will be dealt with on an individual basis which could result in permanent dismissal from the Child Care Program.

**READMISSION AFTER DISMISSAL FROM THE PROGRAM**

Readmission procedures shall be as follows:

1. The Principal shall consider readmission of the student after the completion of the six month dismissal period.
2. The Principal shall hold a conference with the parent/guardian and the student. At the conference, a student’s Readmission Plan will be reviewed. This plan will include the child’s progress in another child care setting, behavior at school, and anything pertinent to the child’s readmission. The Principal shall verify that the behavior of the child has been satisfactory. Program rules and regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these rules and regulations.
3. If readmission is granted the Principal shall notify the Superintendent and the parent/guardian in writing within three (3) days.
4. The Principal may deny readmission of a student if he/she finds that the student has not satisfied the condition of the Readmission Plan or continues to pose a danger to campus safety, to himself/herself or to other district students or employees.
5. If readmission is denied the Principal shall notify the student and parent/guardian describing the reasons for denying readmission into the Program.

**APPEAL PROCESS**

1. The parent/guardian may appeal the decision in writing to the Superintendent within ten (10) days of the notification of denial for readmission.
2. A conference shall be held with the student, parent/guardian and Principal within ten (10) days of filing the written request to review the student records and recommended decision.
3. A final decision shall be rendered in writing by the Superintendent within three (3) school days of the conference.

**DISASTER PLAN**

1. Each childcare program has a well-defined plan for both fire and earthquake evacuation. Fire drills and earthquake drills are held regularly.
2. In the event of an emergency, all children will be kept at the site until they are picked-up by the parent or by other authorized persons. A person authorized by the parent to pick-up a child will be requested to present photo identification before the child is released.
3. Each site is equipped with sufficient supplies to accommodate children in the event of an emergency.

**DRESS CODE**

Children should dress ready to play, wearing warm, safe and comfortable clothing, particularly during the winter months. All children must wear closed-toed shoes.

**FEE SCHEDULE**

Kid Zone Daily and Monthly Fees for the previous month are due no later than the 10th of each month. If the 10th falls on a weekend, the payment is due on the next following Monday.

- **Registration Fee:**
  - First student in the family - $30.00
  - Each additional child - $10.00

- **Early Bird Program:** $5 Per Day - $25 / Per Week

- **TK After-school Program:** $5 Per Day - $25 / Per Week

Changes made to the contracted days must have the approval of the site facilitator.

**Additional Fees:**

A $10.00 fee will be charged if a parent does not notify the principal or attendant if a child is absent and staff time is used to locate the student.

**HOLIDAYS**

The childcare program is closed in observance of all school holidays according to the school calendar adopted by the Board of Education.

**HOURS OF OPERATION**

The Early Bird Child Care Program for Grades TK-5 will operate from 7:30 a.m. to the school starting time. The Transitional Kindergarten childcare program at Tahoe Valley Elementary School will operate from 1:15 p.m. until 3:20 p.m. There is no fee-based child care program after school for kindergarten through fifth grade at any elementary school; however, the Boys and Girls Club offers after school care for these students.

**INJURIES**

The child care staff is trained in first aid to handle minor injuries. Staff will notify parent(s) of minor injuries by using the injury report form. In the case of severe bumps, cuts, bites, etc. a parent will be
notified. Parents contacted by phone concerning minor injuries are responsible for deciding if medical attention is needed. If a child has a serious injury and the parent cannot be reached, the child will be taken to Barton Hospital for treatment via an emergency vehicle (paramedics). This will be at the parent's expense. The Lake Tahoe Unified School District is not liable for injuries due to an accident. All expenses incurred in the treatment of injuries will be the responsibility of the parent.

**MEDICINE POLICY**

If a child needs to receive medication, the Education Code states that the Child Care Program must receive:

1. The completed “Parent/Guardian and Physician Request for Medication” form. The physician must detail the method, the amount, and time schedule by which such medication is to be administered. The parent/guardian must sign, giving permission to administer medication to the child set forth in the physician's statement.
2. Medication must be delivered in the original container bearing the original pharmacy label as delivered by the pharmacy to the parent.
3. Medication must be delivered to the Child Care Program. Do not leave medication in the child's school bag. Children cannot self-administer medication at any time.

**PARENT/STAFF COMMUNICATION**

Periodically, a newsletter will go out from the site to provide program information and other news, which may be of interest. The parent bulletin board, close to the sign-in/out area, will also contain special announcements including local community events. Please check it often.

Each site will hold a parent meeting prior to the opening of school. Parents are always welcome to visit the site and are encouraged to participate with Back to School Night and Open House Night.

**PERSONAL ARTICLES**

Children may not bring toys, sporting equipment, electronic equipment, pets, or extra money to school unless prior permission has been given by the Child Care Staff. The Child Care Program will not assume responsibility for a broken, lost or stolen item.

**REACTIVATION FEE**

A child who has been inactive for more than 60 calendar days during the school year will be reactivated subject to availability, past balance paid in full, and payment of a $10.00 reactivation fee.

**REGISTRATION PROCEDURES**

1. A completed Parent Contract Form and Kid Zone Agreement submitted with the registration fees to the Child Care Program constitutes registration.
2. A non-refundable registration fee is paid one time only - $30.00 for the first student and $10 for an additional sibling.
3. The registration fee and prepaid fee for the first two weeks or for the first month is due upon enrollment, prior to attendance.
4. A waiting list will determine new admissions when the program is full.
5. The philosophy, goals and policies of the school, and general information concerning the child will be shared with the parent/guardian prior to the child's entry into the program.
6. All outstanding balances from prior service must be paid in full before any registration forms will be accepted.

**SIGN-IN/SIGN-OUT**

When a child is brought to before school care or when a child is picked-up, the parent or designee must enter the room to sign the sign-in/sign-out sheet. A full signature is required and must be easy to read. Failure to sign a child in or out may result in dismissal from the program. This is monitored daily by staff.

Only those indicated on a child's registration form are allowed to pick-up a child. No child will be released
to any adult during program hours without proper photo identification. If someone other than the parent/guardian is to pick-up a child, a written note must be sent to the program attendant. It is important that emergency cards be kept current, both in the school office, and the Child Care Program.

In case of an emergency, you may call the site to request someone, who is not on your authorized list, to pick up your child. Staff will verify who is calling and will require proper photo identification of the person picking up the child. A copy of the photo identification will be attached to the sign-in/out sheet.

SNACKS/BREAKFAST

Your child may bring a healthy snack. Breakfast may be purchased through the school cafeteria unless the family is eligible for the Free and/or Reduced Lunch Program.

SNOW DAYS

When the Lake Tahoe Unified School District declares a “Snow Day”, the Child Care Program will also be closed. Snow day information will be posted on the LTUSD website (www.ltusd.org) by 6:00 a.m. Radio stations KRLT 93.9FM, KOWL 1490AM and KTHO 590 AM, along with Reno and Sacramento TV stations are also notified. Three “Snow Days” are added back at the end of the school year. Payments will be credited to those “make-up” days. If there are more than three snow days and the state approves a waiver of additional days, a refund will be issued at the end of the school year. When a “Delayed Start” is announced due to inclement weather, all schools will start one hour later than normal, but Child Care Program will remain on its regular schedule. You will not be charged for the extra hour.

TAX INFORMATION

The Lake Tahoe Unified School District Tax I.D. # is 58-2124855. Retain your monthly statements for tax purposes, as we do not provide yearly reports.

TUITION

1. Tuition is due the month prior to attendance as follows:
   a. for those on a semi-monthly payment plan, payments are due by the 15th and the 30th of the month
   b. for those on a monthly payment plan, payments are due by the 30th of the month.
2. Checks or money orders are to be made payable to the LTUSD Childcare Program.
3. No credit is given for days missed due to illness or vacation.
4. A 10% late fee is assessed on any balance still due at the first of each month.
5. A sibling discount is available for families with more than one child enrolled in the program. The youngest child pays full fees and the oldest receives the higher discount based on 10% increments.
6. All returned checks will be subject to a fee: twenty-five dollars ($25.00) for the first returned check and thirty-five dollars ($35.00) for the second returned check. In addition, the 10% late fee will also be assessed. Payment by money order or cashier's check will be required after two returned checks. Returned checks must be replaced within five working days of notification. Failure to replace will result in loss of child care.

VISITATION TO PROGRAM

In order to ensure that the program visits are not disruptive to the child care program, the following procedures shall be observed:

1. Visitors wishing to observe a child care site shall contact the site principal prior to the visit to establish a time that is convenient.
2. Visitors are to register in the school office prior to going to the child care room.
3. Conferencing with the attendant at this time is not permitted.
4. Activities of visitors shall be limited to observation, except when arranged with and approved in advance by the facilitator.
VOLUNTEERISM

Nothing in these regulations shall inhibit the use of volunteers in the Child Care Program.

WITHDRAWAL FROM THE PROGRAM

1. A two-week written notice is preferred to withdraw a child from the Child Care Program.

2. If your child will not attend the Kid Zone program anymore, we still require a full payment of the days attended on past months.

   I. Please note, certain end-of-year privileges including your child’s report card being withheld, can be enforced until the debts are paid.

   II. Unpaid amounts that exceed 60 days may be deferred to small claims court.

APPENDIX

Grounds for Suspension and Dismissal

Education Code 48900

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.

(b) Willfully used force or violence upon the person of another, except in self-defense.

(c) Unlawfully possessed, used, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

(d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

(e) Committed or attempted to commit robbery or extortion.

(f) Caused or attempted to cause damage to school property or private property.

(g) Stole or attempted to steal school property or private property.

(h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.

(i) Committed an obscene act or engaged in habitual profanity or vulgarity.

(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

(k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

(l) Knowingly received stolen school property or private property.

(m) Posessed an imitation firearm. As used in this section, “imitation firearm” means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the pupil organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, “hazing” does not include athletic events or school-sanctioned events.

(r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:

(1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that have or can be reasonably predicted to have the effect of one or more of the following:

   A) Placing a reasonable pupil or pupils in fear of harm to that pupil’s or those pupils’ person or property.
(B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
(C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
(D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
(2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
(i) A message, text, sound, or image.
(ii) A post on a social network Internet Web site, including, but not limited to:

(I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).

(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school-sponsored activity.

(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(u) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

(v) For a pupil subject to discipline under this section, a superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil's specific misbehavior as specified in Section 48900.5.

(w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

**Education Code 48900.2:** In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5. For the purposes of this chapter, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive.

**Education Code 48900.3:** In addition to the reasons set forth in Sections 48900 and 48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233.

**Education Code 48900.4:** In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

**Education Code 48900.7:** (a) In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terrorist threats against school officials or school property, or both.

(b) For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.