

# **Petition for Charter**

## ***FOREST RANCH CHARTER***

*A California Public Charter School*

**Forest Ranch Charter**

15815 Cedar Creek Road

Forest Ranch, CA 95942

**Submitted to Chico Unified School District**

**Thursday May 15, 2008**

## **Introduction**

### **Term of Charter**

#### **Governing Law: CA Education Code 47605(b)(5)(O)**

*A charter may be granted pursuant to Sections 47605 ... for a period not to exceed five years. A charter granted by a school district governing board, a district board of education or the State Board of Education, may be granted one or more subsequent renewals by that entity. Each renewal shall be for a period of five years. A material revision of the provisions of a charter petition may be made only with the approval of the authority that granted the charter. The authority that granted the charter may inspect or observe any part of the charter school at any time.*

The Petitioners request a charter term of five years.

### **Intended Date of Opening and Students to be Served**

On approval of the petition, the Petitioners intend to open Forest Ranch Charter School ("Charter School" or "FRC") for instruction in the fall of 2008. The Charter School will educate students in Butte County grades kindergarten through eighth grade. Grade configuration is determined by available facilities and enrollment. The School will be committed to academic excellence in Language Arts, Mathematics, Science, Social Studies, and Physical Education and to the development of each student's physical well-being and full human potential. Fine Arts, Environmental Studies and Information Technology will be phased in as funding permits. The School will emphasize high expectations for academic achievement and all students will be immersed in a rigorous educational program. The Charter School may offer an Independent Study Program pursuant to state law.

Estimated number of students for 2008/2009 is 45. The academic calendar will reflect Chico Unified School District ("District" or "CUSD") as close as possible (see Exhibit D) with instructional minutes compiling with Education Code Section 46201 (36,000 for K, 50,400 for 1-3 and 54,000 for 4-6).

### **Facilities**

The Forest Ranch Charter School will be granted use of the property or facilities at 15815 Cedar Creek Road once the District closes the existing Forest Ranch Elementary School. The Charter School and District shall enter into a facilities use agreement with standard terms for the 2008-09 academic year. The lease shall specify that the District is responsible for all major maintenance, at a level

comparable with major maintenance services provided for similar facilities, and the Charter School is responsible for routine maintenance of the facilities, including janitorial, grounds keeping, minor maintenance, and utility costs. CUSD agrees to promptly notify the charter school in the event that the district vacates existing space or constructs new facilities that may be appropriate for instructional purposes. The specific lease terms for this facility will be negotiated in an annual operational agreement to be developed by the Charter School and CUSD. At such time as the Charter School is eligible to request these facilities under Proposition 39 and its implementing regulations, these provisions shall apply to the use of the facilities by the Charter School.

FRC plans to lease the CUSD facility located at 15815 Cedar Creek Road, Forest Ranch. Currently FRC expects to lease the main building and multi-purpose/kitchen building as well as the grounds.

## **Mission**

The mission of FRC is to provide a community school that allows each student to maximize their learning potential in a safe and supportive environment.

In order for every child to reach his or her fullest potential, we prioritize the following tenets:

1. Every child must be held to clearly articulated and high expectations for achievement.
2. The school, families, and community must collaborate to meet the cognitive, social, emotional, and physical needs of every child.
3. Teachers and administrators must be engaged in a reflective and collaborative environment of ongoing professional development that is focused on student achievement.

## **Founding Group**

The founders of FRC are a well-rounded group of educators, business leaders, lawyer, professionals, and parents who believe that all students should have the opportunity to excel academically in a small school setting. The founders bring together experience with non-profit organizations, charter schools, universities, the legal field, the sciences, fire fighters and business. We are united by a belief in the need for a small, personalized environment that fosters community and self-esteem, as well as personal responsibility, community service, and college preparedness.

## AFFIRMATIONS/ASSURANCES

- The Forest Ranch Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. It shall not charge tuition and shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).
- FRC shall comply with all applicable federal, state and local laws and court orders.
- FRC shall admit all pupils (subject to capacity) within the State of California who wish to attend the School. Admission to the School shall not be determined by the place of residence of a pupil or his or her parent or guardian within the State except as provided by Education Code Section 47605(d)(2). If FRC receives a greater number of students who wish to attend the School and who submit a timely application, each applicant will be given an opportunity for admission based on enrollment priority described in Element 8.
- All meetings of the Board of FRC shall be held in compliance with the Brown Act.
- FRC shall comply with all applicable state and federal laws in serving students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1974, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.
- FRC shall offer at a minimum, the same number of minutes of instruction set forth in paragraph (1) of subdivision (a) of California Education Code Section 47612.5 for the appropriate grade levels.
- FRC shall maintain accurate and current written records that document all pupil attendance and make these records available for audit and inspection.
- FRC shall meet all state standards and conduct the pupil assessments required by California Education Code Sections 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools.

- FRC shall, on a regular basis, consult with its parents and teachers regarding the School's education programs.
- FRC shall meet all requirements for employment set forth in applicable provisions of law, including but not limited to credentials, as necessary.
- FRC will ensure that teachers in FRC hold a Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by law, flexibility may be given to non-core, non-college preparatory teachers.
- FRC will, at all times, maintain all necessary and appropriate insurance coverage.
- FRC will comply with all laws related to the minimum age of public school admission.
- FRC shall be deemed the exclusive public school employer of the employees of the School for purposes of the Educational Employment Relations Act.
- If a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information.
- FRC will follow any and all other federal, state, and local laws and regulations that apply to the School including but not limited to:
  - FRC shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.
  - FRC shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs.
  - FRC shall comply with any jurisdictional limitations to locations of its facilities.
  - FRC shall comply with all applicable portions of the No Child Left Behind Act.
  - FRC shall comply with the Public Records Act.
  - FRC shall comply with the Family Educational Rights and Privacy Act.

- FRC shall meet or exceed the legally required minimum of school days per year.

### **Element 1: Educational Philosophy and Program**

#### **Governing Law: CA Education Code 47605(b)(5)(A)**

*A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an “educated person” in the 21<sup>st</sup> century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners*

#### **We value:**

- Literate, cultured, self-motivated life-long learners who respect diversity.
- Academic excellence.
- Social consciousness and responsibility to a democratic society.
- Self-confidence and compassion.
- Appreciation and respect for the natural world.
- Children who are engaging, responsive, imaginative, expressive, intrinsically motivated and self-directed.
- The use and understanding of modern-day technology.
- The development of creative talents and skills.
- A unifying school, parent and community effort.

#### **Population to be Served by the School**

The priority of FRC will be to enroll:

1. Students from the Forest Ranch Community;
2. Students who are diverse and traditionally underserved by the traditional school system;
3. Students whose needs call for a small school environment rich in literacy, environmental studies, science, social studies, technology, mathematics, and who will thrive with individualized attention.

FRC proposes to serve grades K-8 students in the Forest Ranch Community and surrounding areas. Grade configuration is determined by available facilities and enrollment. FRC will start with interested K-6 students from the Forest Ranch community. Currently there are approximately 45 students ranging in age from five to twelve interested in attending the Charter.

The Charter School will prepare its students for the future by creating exceptional opportunities for them to learn. We will equip our children with strong academic skills. Concurrently, we will help them begin the lifelong process of learning and enable them to find paths that make their lives and the lives of others sustainable, productive and enjoyable.

An education from the Charter School will be differentiated from traditional schools in two ways: by the foundation of skills its students will have developed to cope with change, diversity, and a rapidly increasing body of knowledge; and by the breadth of the exposure its students will have to the larger world.

While striving for the highest standards throughout the curriculum, FRC will, within available resources, develop distinctive programs in environmental studies, social studies, science and technology and the arts – environmental studies because of the need to be interconnected with the world around us, social studies because of the need to understand the way others in the world think and communicate; science and technology because of their increasing role in improving the effectiveness of group and individual learning; and the arts because of the critical role they play in fostering creative thinking and problem solving.

An essential characteristic of the FRC's educational program will be its continued emphasis on the balance of intellectual, physical and social/emotional development of its students. To stimulate the mind, the school will offer a broad and balanced, personally rigorous curriculum that is both carefully planned and regularly reviewed. The program will offer students continuous opportunities to be engaged in learning and to achieve success in their studies. To promote physical development, the school will maintain an outdoor program and maintain a focus on student "wellness" (health and nutrition) that will prepare students to care for their physical and emotional well-being throughout their lives. To encourage the growth of the spirit, the school will provide a community that celebrates diversity, emphasizes individual and group responsibility. The uniqueness of each child will be honored and an accepting

environment will be cultivated where individual interests and skills are encouraged, honoring the developmental stages of the child as well as their unique learning style.

The Charter School will seek ethnic, racial, and socioeconomic diversity and will welcome applicants with a wide range of talents and learning styles.

The Charter School's intent is to offer a personal education in which teachers, students, and parents collaborate in the learning process. To achieve this goal, we will strive to maintain a lower teacher/student ratio within available resources.

The Charter School aims to provide an excellent education and develop effective community leaders. We believe a well educated person and community leader in the 21<sup>st</sup> century will be technologically fluent, self-motivated, committed to being a lifelong learner and able to demonstrate the FRC school-wide outcomes of critical thinking, communication, personal responsibility, and social responsibility. Students will be able to address complex community issues and communicate capably across such traditional divides as race, gender, and class. And, they will do this with both a healthy sense of self and empathy for others.

### **How Learning Occurs at FRC**

#### ***The Program:***

Forest Ranch Charter (FRC) will offer a broad and balanced curriculum which includes thorough instruction in the traditional academic disciplines: English/language arts, mathematics, science and social studies. Fine arts, technology, athletics, drama, and environmental studies will be integral parts of the program as funding permits.

While striving for the highest standards throughout the curriculum, FRC will, within available resources, develop distinctive programs in environmental studies, social studies, science and technology and the arts – environmental studies because of the need to be interconnected with the world around us, social studies because of the need to understand the way others in the world think and communicate; science and technology because of their increasing role in improving the effectiveness of group and individual learning; and the arts because of the critical role they play in fostering creative thinking and problem solving.



FRC will utilize developmentally appropriate teaching methods that accommodate the whole child and respect individual learning styles, developmental readiness, and rates of achievement. Small class sizes, differentiated instruction, small group instruction, and community involvement will greatly contribute to developing FRC into a world class learning community. To this end, FRC has established four overarching goals and objectives that are the cornerstone of the FRC educational program: The School Community, Personalized Learning, State Standards Based Curriculum, and Appreciation for Diversity and Culture.

***I. The School Community (Teachers, Students, Parents, and FR citizens):***

***The Teachers***

Forest Ranch Charter Board will employ teachers who believe that education is an engaging, active process that encourages students to accept challenges, give their personal best, and learn from their mistakes. Our intention is to find teachers who are an exceedingly able and dedicated group, who care deeply about children and are responsive to the needs of individual students and families. We will employ teachers who value the best elements of traditional and innovative education and support the development of every student's mind, body and spirit. These teachers will be well versed and trained in research based instructional methodology and best practices. Supported by new technologies and ideas, they will be eager to consider fresh approaches and strategies to maintain high standards throughout the curriculum. They will be committed to the academic and personal growth of students.

***The Students***

Students will demonstrate the capacity and motivation to affirm the core values of the school community and to find success in a comprehensive and challenging program. Students will leave this school prepared to be responsible and productive citizens in a democracy.

***The Parents***

Much of the school's philosophy lies in the knowledge that children with families that are involved in their child's education are more successful academically. Families who attend FRC are encouraged to volunteer their time and expertise at our school. Parents and staff support each other for the success of FRC. Each family is encouraged to spend 2 hours per week or 50 hours per year volunteering and supporting FRC in many different ways, including assisting teachers in the classroom, driving on field trips, serving on our Parent Teacher Partnership Board, or working on a committee.

Parents are not required to volunteer. However we can operate without parent volunteers by soliciting volunteers from the Foster grandparent program, CSU Chico and our community at large. In addition, we will use a variety of methods to encourage parent involvement (provide literature discussing how children with involved parents perform better in school, parent/volunteer appreciation events and recognition, etc.)

### ***The Forest Ranch Citizens***

We have a diverse and active community with strong leadership. One of our greatest strengths is that we have people from a wide range of professions and walks of life. This community is committed to its children and is eager to participate in their education. At this time we have volunteers who are interested in serving on the board, mentoring our students and staff, and creating innovative new programs to serve our school (e.g. environmental studies, solar technology).

***II. Personalized Learning:*** FRC will provide an innovative, standards-based curriculum where teaching focuses on the individual child's needs by building sequential, developmental learning at each grade level. Student achievement data will inform instructional decisions. Student academic and behavioral growth will be monitored through an extensive progress monitoring assessment system. Teachers will collaborate to develop a program that best meets each student's needs, capitalizing on teachers' specialties and allowing students to work on skills appropriate to their achievement level. Character Education will teach students to develop strong interpersonal skills, empowering them to effectively handle peer situations and relationships.

***III. State Standards Based Curriculum:*** FRC will ensure that all students, including educationally disadvantaged and low achieving students, master state academic content standards and have the opportunity to learn in a technology-rich environment. Concepts will be taught through thematic units that integrate subjects in cooperative learning groups. Students will move forward at a rate that challenges the students' abilities. FRC will integrate environmental studies and technology throughout the curriculum. A computer lab with various types of software will provide more differentiated instruction across subjects. All grade levels will complete fine arts, and computer-related projects.

***IV. Appreciation for Diversity and Culture:*** FRC will recruit students and families that seek a diverse, student-centered educational environment. Special emphasis will be placed on celebrating the accomplishments of minorities.

## Overview of the Educational Program

Our academic program will be based upon what we know to be best teaching practices providing students with curriculum that is thematic and hands-on. Study trips will be an integral part of our program, as drama, environmental studies, and art. Assessment will drive our instruction, and we will provide an environment where all learners have access to student support services. Our approach to educating our students will be based on offering a broad and enriched education, aligned with the California State Content Standards. We concentrate on character education through Life Skills (See Exhibit E) and Lifelong Guidelines, promoting good citizenship and a healthy lifestyle. We get to know each student and family well, we provide leadership opportunities, especially for our older students, we embrace cooperative learning for students and teachers, and focus on creating an engaging curriculum that emphasizes depth and understanding of essential topics.

In addition to this highly successful program, the vision of Forest Ranch Charter is to implement an effective educational program that has:

- **High Expectations:** Students are expected to adhere to high standards of student behavior and academic achievement. Life skills and Life Long Guidelines will be directly taught and modeled by staff. Students will be expected to demonstrate these values in their schoolwork as well as their interactions with peers and adults.
- **Significant Support:** Small class sizes, and strong academic, social, and intervention support programs.
- **Talented Staff Sustained by Extensive Professional Development:** Our School staff will improve their performance with weekly collaboration and staff enrichment time, and 3 staff development days, all focused on teaching and learning. New teachers would go through an induction program, which we will contract through the county (Beginning Teacher Support and Assessment). All teachers will attend an initial training in ITI philosophy and implementation. FRC will be part of the local Charter School Consortium and will work to partner with other Charter Schools and collaborate with those teachers.

- **Parent and Community Involvement:** Parents support their children and the school by encouraging studying and reading at home, supporting good behavior at school, and participating in school activities and committees. Parents will be a valued and included member of the school culture. Parental input will be actively solicited. Parents will be decision makers in the operation of the school. The school will continue to develop meaningful community partnerships to help sustain and deliver its educational mission.

- **Focus on Results:** FRC will focus on high student performance, measuring results on standardized tests and other reliable indicators, and using this data to improve teaching and learning. Students, parents, and staff create and reinforce a culture of achievement.

The following strategies and techniques are utilized to optimize student success:

- Parental Involvement
- Hands On Experiences
- Positive Role Models
- Technological exposure
- Fine arts
- Tutoring
- Cultural Heritage Exposure
- Field trips
- Study Tours
- Extended school day
- Special events
- Environmental Studies

A full curriculum for grades enrolled in FRC will be submitted to CUSD by August 25, 2008.

## **Element 2: Measurable Student Outcomes and Other Uses of Data**

### **Governing Law: CA Education Code 47605(b)(5)(A)**

*The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program.*

Today's students attending this charter school will continue their education in a world growing ever more complex, interdependent and uncertain. This demanding future will require citizens who are self-confident and broadly educated, who possess ethical standards against which they can judge the choices they will have to make, and who are eager to contribute to a changing world. FRC students will have a well-founded understanding of the interdependence among people and their social and physical environments. They will have the capacity to approach the world with compassion and respect.

Basic intellectual skills will include the ability to think clearly and creatively, to communicate orally and in writing, and to find and use information. Students will learn to accept challenges and learn from their mistakes. They will acquire the capacity to work hard, independently and in groups, and to contribute to their community. All curriculum and instruction at FRC will be designed to align to California State Academic Content Standards.

### **COGNITIVE PROCESSING**

Students will demonstrate complex thinking skills by identifying, accessing, integrating and using available resources and information to reason, make good decisions, and solve complex problems in a variety of contexts based upon content knowledge, and by articulating their thinking process. Problem based learning will be the access vehicle for addressing state standards.

### **SCIENCE AND TECHNOLOGY**

Students will demonstrate their ability to define problems, hypothesize, design and carry out investigations, observe, collect, display and analyze data, communicate findings, redefine problems, and revise experimental design using appropriate methods, materials and tools of technology.

### **COMMUNICATION**

Students will exhibit effective communication through listening, speaking, reading and writing in a critical, reflective, responsible, and extemporaneous fashion using a variety of media, including the arts. Students will have an awareness and understanding of multiple perspectives.

### **SOCIAL AND EMOTIONAL WELL BEING**

Students will exhibit healthy self-esteem by demonstrating respect for others and making positive choices in interpersonal relationships. (See Exhibit E)

## **PHYSICAL**

Students will demonstrate physical skills that will enable them to participate in individual and team activities. They will recognize and pursue healthy habits of fitness, nutrition, sportsmanship, and safety.

### **OUR GOAL IS THAT ALL FRC GRADUATES WILL BE:**

#### Educated individuals who

- attain a level of knowledge that meets or exceeds California grade level standards.
- attain subject area learning standards including, but not limited to, English/Language Arts, History/Social Science, Science, Math, Health, P.E., Environmental Studies, and Visual and Performing Arts.
- access information from a variety of sources

#### Contributing members of society who

- possess and apply the skills to be productive in the workforce, family and community
- adjust to new situations and ideas
- adapt to a changing world
- work effectively in a team setting
- analyze, interpret and communicate information effectively
- serve as positive role-models

#### Critical, reflective thinkers and problem solvers who

- gather, analyze and process information from a variety of sources
- organize relevant information, make connections, and draw conclusions
- work individually and cooperatively toward effective solutions

#### Informed, responsible individuals who

- recognize and appreciate individual and cultural uniqueness
- contribute to solutions of community and worldwide issues
- take positive action on issues affecting our environment
- demonstrate teamwork and/or leadership skills
- exhibit mutual respect
- set, prioritize and revise personal goals

Effective communicators who

- understand and convey written, oral and visual ideas and information
- listen and ask questions

Effective users of technology who

- use technology to access, select and apply information appropriate to individual needs

Confident individuals with positive self-esteem who

- have respect for themselves and others
- have a clear, realistic and positive view of self
- accept differing values and belief systems in their interactions with others
- are self-directed, lifelong learners.

Our goal is to have Forest Ranch Charter students master state standards and score proficient or advanced on state accountability measures.

Multiple measures of student performance will be developed to accurately monitor student progress toward achieving grade level standards. Assessments will be formative and used in progress monitoring, as well as summative to measure student attainment of benchmark and year end grade level standards. The school will participate fully in the standardized testing STAR in all grade levels 2-6 annually. The following outline the schools' goals for measurable student outcomes for all students:

<b>Outcome Objectives</b>	<b>Measurement Tools</b>
Achieve a 3 or 4 and/or A or B (per academic subject) on the school's standards based report card	Teacher-developed assessments and rubrics
At least 60% of students score proficient or advanced on the state grade level standards, including ELLs	STAR test
94.5% attendance rate for all students	Monthly attendance reports
Ongoing parent satisfaction with the school	Annual parent surveys

All students demonstrate ongoing decision-making abilities and take responsibility for their actions.	Teacher based assessment and observation using positive discipline principles
90% of parents perform their volunteer obligation	Parent timesheet monitoring

Student performance will be measured using the following methods:

1. **Individual Student Tracking**: Each student’s degree of proficiency and mastery in each subject area will be tracked using a school wide data base, and will be regularly reviewed to evaluate progress. This information will be reported to parents through conferences.
2. **Traditional Testing**: Traditional assessment tools for measuring student knowledge and skills including written evaluation by teacher or outside expert, in-class quizzes, in-class writing, portfolios, projects, performance assessments, and textbook generated exams.
3. **State Standardized Testing**: FRC will participate in all of the state’s required standardized tests.

The FRC parent community and students will understand the standards and performance expectations. Beginning in September, parents will be expected to attend “Back to School Night’ where they will learn about the grade-level standards and our curriculum. Ongoing formative assessments will be used by teachers to evaluate student progress in the instructional process. First trimester progress will be reported to students and parents through individual conferences with teachers. When appropriate the student will be involved in the conferences as much as possible. At second trimester student progress will be reported on the school’s standards based report card. Essential standards will be highlighted, and relative progress on all standards addressed will be marked. At the end of third trimester, or year’s end, achievement levels for each grade level standard will be indicated on the standards based report card, along with a year-end portfolio presentation design to illustrate the student’s growth through the year. Individual student conferences will be held at any time based on teacher or parent request.

**Element 3: Assessment of Measurable Pupil Outcomes**

**Governing Law: CA Education Code 47605(b)(5)(C)**

*The method by which pupil progress is to be measured in meeting pupil outcomes.*



Assessment data, including STAR standardized based report cards, interim benchmark assessments, teacher observations, portfolios, and all other assessment tools as appropriate, that will combine to form a battery of multiple measures, will be disaggregated annually by gender, ethnicity, language, etc. FRC will use an online data management system to provide teachers with instant access to data, literacy assessments, and multiple measures for every student. Teachers will be able to review and reconfigure data so that they can have a detailed analysis of current students and new incoming student groups each year. This system will be used in conjunction with progress monitoring interim assessments to monitor all students' progress annually, and to monitor students needing additional support tri-annually.

The FRC faculty will determine annual goals regarding the achievement of grade level standards across grade levels. An annual assessment evening will be held each year to explain the purpose of testing, the different assessments (multiple measures) which will be given each year, and factors which will influence testing results. These goals will be distributed to all stakeholders (students, parents, teachers, administrators, governing board, and community members) in meetings, by mail, in newsletters, and on the school website.

**Continuous School Improvement:** The School Improvement Plan (SIP) will be reviewed each year, along with assessment data. This plan includes outcome objectives, grade level improvements, as well as attendance expectation of 94.5%. Surveys from stakeholders will be used to review, evaluate and revise the plan annually and to determine satisfaction with the school's educational program. The purpose of the FRC assessment program will be to revise instruction so that students are successful. At the beginning of each school year an analysis of STAR data and prior year student assessment data will be conducted by the entire faculty. Areas of relative weakness will be identified and improvement goals will be written to address those areas. The goals will be standards based and designed to measure student progress toward proficiency. Teachers will develop tri-annual interim assessments to measure student progress. Data from each of these assessment periods will be used to modify instruction, implement classroom interventions, or refer students for more intensive interventions. The school wide outcome objective is for 60% of students to be proficient or advanced on state standards including high, low, and ELL students. FRC expects to meet and exceed all API and AYP growth targets by employing all of the above methodology and assessments and to continue annual growth based on a school-wide emphasis on data analysis.

**English Language Learners:** Teachers will plan instruction that will support and develop ELL students' ability to increase their English proficiency. FRC will adhere to federal and state mandates regarding ELL education. LAS and PRELAS (for kindergarteners) will be administered by teachers with the proper qualifications and according to appropriate guidelines each fall to students classified as ELL and be used as one of the measures to determine whether students re-designate from ELL to Fluent English Proficiency. Teachers of ELL students will be CLAD certified or under the supervision of a CLAD certified teacher while moving towards completing their CLAD certification and employ SDAIE teaching strategies. ELL literacy and classroom strategies will include:

- Combining multiple research based methods and strategies into a coherent reading instruction program.
- Using systematic and explicit instruction to develop students' phonemic awareness.
- Individual phonics skills development.
- Engaging students frequently in oral reading to develop fluency.
- Promoting students reading comprehension through research based explicit strategies.
- Honoring the language, customs, history, and perspective of bi-lingual students and their families.
- Stressing the benefits of being able to function in multiple communities, languages, and literacies.

**High Achieving Students:** FRC will provide additional support and challenges for high achieving students. Lessons will be individually designed to ensure high order thinking skills and productive collaborative learning. Teachers will be trained to challenge students who master the standards in their grade level early by providing project-based learning activities. The K-8 program design is an advantage for both higher and lower achieving students and ELL's because every child is encouraged to meet the grade level standards at their own pace. Additionally, peer tutoring and mentoring can be effectively used in a K-8 environment as older students team up with younger students. The curriculum is enriched with many different activities, keeping higher achieving students active and engaged.

**Low Achieving Students:** Universal screening will be employed in Kindergarten and to all newly admitted students in order to detect possible

learning difficulties early on. An RTI three tier approach will be used with initial interventions beginning in the regular education classroom. Frequent progress monitoring assessments will be used to determine if students have progressed enough to exit an intervention group, or if there is not sufficient response to the intervention, then referral to a more intensive program. Progress monitoring assessments will continue in order to match the appropriate instructional intervention for each and every student. Examples of regular education classroom interventions are: double-dosing (receiving reading instruction twice a day), flexible groupings, peer/cross age tutoring, differentiated groups, and individualized instruction. More intensive interventions could include pull-out, push-in, or programs such as Read Naturally, SIPPS, Reading Recovery, and MATHFACTS. Weekly collaboration teacher meetings will address working effectively with struggling students to ensure grade level achievement. Assessments will chart student growth and be recorded. Information from these programs will be used for parent-teacher conferences and in grouping students for instruction. If further intervention is warranted, a student study team (SST) will be put together. The SST will include student requiring services, parent or guardian, teacher, and appropriate administrative personnel. If student study team finds that the initial intervention plan isn't adequate to meet student's needs, it will be recommended that FRC refer the student for formal special education assessment. Parental permission is necessary before any assessment can be administered.

Informing the community about student achievement will be an ongoing process. Teachers will meet formally with every parent annually in parent/teacher conferences. The developmental and standards –based report card reflects student progress toward meeting grade level standards, in social and study skills, behavior, and physical skill development. Due to strong parent classroom participation weekly, parents will have current knowledge of grade level expectations. Program information in addition to assessment information, will be shared with the community through school and classroom bulletin boards, weekly classroom and school newsletters, the School Accountability Report Card, school website, all parent education evenings, and community meetings.

#### **Element 4: Legal Issues, Governance and Parental Involvement**

**Governing Law: CA Education Code Section 47605(b)(5)(D)**

*The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.*

### **Legal**

FRC will pay CUSD for actual costs of supervisory oversight of up to 1% of the FRC's revenue as defined by Education Code 47613 (f). Pursuant to Education Code Section 47604, CUSD in performing its oversight of the School as required by Education Code Section 47604.32, shall not be liable for the debts and obligations of the School or for claims arising from the performance of acts, errors, or omissions by the School so long as it complies with all of its supervision and oversight responsibilities under the Charter Schools Act of 1992.

### **Governance**

The school will be governed by the Forest Ranch Charter Board. The District Board of Education may also appoint a representative to serve on the School's Board of Directors as a non-voting participant.

The number of people serving on the Board of Directors of FRC, and the length of terms is specified in the FRC, Inc. Bylaws (See Exhibit B). The Board will always consist of at least the following members: four (4) parents/guardians of FRC pupils, elected by the parents/guardians of FRC pupils; three (3) community members, elected by the membership of the Forest Ranch Community Association; one (1) classroom teacher elected by faculty, and one (1) educational professional elected by the Board. The first year, the Steering Committee will appoint the members of the Board. In subsequent years, the members of the Board shall be elected by the constituent groups in the manner outlined above... Consistent with state law, one (1) Chico Unified School District representative, acting in a non-voting capacity, may serve on the Board of Directors. The Board of Directors reserves the right to amend the by-laws to increase the number of directors at any regularly scheduled board meeting. A quorum by the board shall be a majority of the voting members. In the event that legislature passes and the Governor signs a bill that would bar employees of charter schools from serving on the Board of a Charter School, the petitioners agree to amend the governance portion of this charter to remove employees from the Board of the FRC and to amend the Bylaws of the nonprofit corporation accordingly.

The Board of Directors is responsible for making decisions about the school's governance, through the establishment of operating policies and procedures. Major roles and responsibilities will include establishing and approving all major educational and operational policies, approving all major contracts, approving the school's annual budget and overseeing the school's fiscal affairs, selecting and evaluating the top administrative staff, and overseeing fundraising activities.

The Board of Directors ("Trustees") has a responsibility to solicit input from, and opinions of, the parents of School students regarding issues of significance and to weigh the input and opinions, carefully before taking action. The primary method for executing their responsibilities is the adoption of policies that offers guidance and interpretation of the charter and procedures to assist the staff in facilitating the implementation of the policies.

The Trustees will meet regularly and as needed, and will be responsible for carrying out Board responsibilities, including, but not limited to, the following:

- Hiring and evaluating the Executive Director and/or Principal of the School.
- Approving and monitoring the implementation of general policies of the School, including personnel policies for career growth and compensation of staff.
- Developing and monitoring an operational business plan that focuses on student achievement.
- Approving and monitoring the School's annual budget.
- Acting as fiscal agent.
- Contracting an external auditor for an annual financial audit according to generally accepted accounting practices.
- The establishment of an operational steering committee of parents, educators, and community business leaders.
- Monitoring of student achievement.
- Development of Board policy and procedures.
- Review of requests for out of state or overnight field trips.
- Participation in the dispute resolution procedure and complaint procedures when necessary.
- Approval of charter amendments.
- Approval of annual audits.
- Approval of personnel discipline
- Creation of committees as needed, including a personnel committee and an audit committee.

The Board may initiate and execute any program or activity or may otherwise act in any manner which is not in conflict with or inconsistent with or preempted by any law and which is not in conflict with the purpose for which the School is established.

Any Board member who has a conflict of interest or whose child is before the Board for disciplinary reasons, must disclose the nature of the conflict to the Board, abstain from voting, and refrain from attempting to influence the decision by discussing the matter with Board members or staff responsible for making recommendations to the Board on the matter.

Modifications to current or existing FRC policies will be presented to the Board of Directors for approval. Specific procedures for considering amendments to existing policies will be addressed in the operating policies and procedures and the Board of Director Bylaws. The FRC Board of Directors must approve all material revisions to the FRC Charter.

The FRC Board of Directors addresses personnel issues relating to the Principal and/or Executive Director. Personnel issues pertaining to other employees of the Charter School shall be addressed by the Principal and/or Executive Director. The Principal and/or Executive Director are accountable to the FRC Board of Directors.

### **Parent Involvement**

Parents are a vital and important resource to the school. Their participation as instructional partners in the program and their support of the program's philosophy are critical. A separate parent organization, Parent-Teacher Partnership (PTP), will provide support for academic programs by organizing volunteer and service activities. These activities should focus on fostering community spirit, facilitating the transition of new families into the school, promoting the school in the larger community, and fundraising.

Parents will be given a Parent & Student Handbook every year, which outlines the role FRC will encourage our families to take in the educational process as it relates to assisting the school, helping their student(s) with homework, attending parent meetings, and assisting in the fundraising activities of the school.

Sensitive to the busy schedules of parents, staff members and the PTP will explore ways that all parents can contribute to the program.

The School shall promote a parent participation program. Parents shall be strongly encouraged to dedicate at least 50 hours per year per family of participation to benefit the School. The School shall develop an on-going list of extensive participation opportunities for parents, conduct twice-yearly parent orientation meetings, and offer extra-curricular activities for both student and parent/family participation.

### **Staff Participation**

During operation, the School will encourage staff members to develop a committee made up of all staff of the School, which will act in an advisory capacity to the Board of the School. The Staff Committee will be governed by the bylaws adopted by the staff involved in the staff committee.

### **Business/Administrative Services**

These services would be attended to by the Executive Director and/or Principal or contracted out. The latter would report to the Executive Director and/or Principal with the exception of payroll. Payroll will be contracted out by the Board of Directors.

## **Element 5: Employee Qualifications**

### **Governing Law: CA Education Code Section 47605(b)(5)(E)**

*The qualifications to be met by individuals to be employed by the School*

#### **Director Qualifications**

A Masters Degree is preferred for an FRC Principal and/or Executive Director and experience working in a non-profit organization. An FRC Principal and/or Executive Director will possess the ability to relate to parents, constituents, and staff in a positive, professional manner both verbally and in writing. The Principal and/or Executive Director will be responsible for all business reports as listed in Element 9 under Financial Reporting.

#### **Administrative Qualifications**

The Administrators of FRC should possess leadership abilities, a comprehensive educational vision that is consistent with the Charter School's mission and educational program, skill in hiring and supervising excellent teachers, technology and data-analysis experience, and, if possible, business and legal experience.

The minimum criteria for administration candidates include: a B.A. degree or its equivalent, with a Masters and Administrative Credential preferred for the Principal and other instructional leaders; relevant educational experience after college, if applicable (i.e. fellowships, graduate work, etc.); and positive references from the most recent places of employment, college or graduate school.

### **Office Manager Qualifications**

The office manager should possess past history with administrative functions and extensive clerical work, data entry, with strong people skills, positive conflict resolutions, and type 40-50 words a minute and proficient computer skills in MS Office programs.

### **Teacher Qualifications**

The School shall adhere to CA Education Code Section 47605(1), all California Commission on Teacher Credentialing requirements, and the applicable provisions of the No Child Left Behind Act in the hiring of all faculty for the School.

Teachers for core classes must hold appropriate California teaching certificates, permits, or other documents equivalent to that which a teacher in other schools would be required to hold pursuant to Education Code Section 47605(1). Since this charter school will be serving elementary grade levels, the teachers typically will hold a multiple subject teaching credential. However the FRC reserves the right to hire any teacher with a credential, certificate or permit that a teacher in a traditional public school would be required to hold in order to teacher the grade level and subject involved. Core courses shall be defined as English, Mathematics, Social Science and Science. All other courses shall be defined as non-core.



FRC will have a hiring process that ensures all teachers are properly credentialed with emphasis placed on teachers being NCLB “highly qualified” and CLAD certified. Teachers without these certifications will be placed under supervision of “highly qualified” faculty until these requirements are met. FRC will focus on competency within the standards for the teaching profession.

The Charter School may also employ non-certificated instructional staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional capacity in noncore, noncollege preparatory courses and activities.

Better than average recommendations from student teaching supervisors or other professionals who have observed the personal characteristics, scholastic attainment, and classroom performance of the teacher.

### **Aide Qualifications**

Aides shall meet all requirements of the No Child Left Behind Act. Aides shall possess experience working with students, preferably in a group setting. They shall relate to students, parents, and staff in a positive and professional manner and communicate effectively, both verbally and in writing. They will assist in planning and implementing learning experiences for students. In addition, assist students in academic subjects, work effectively with students in classrooms and assist them in vocational and living skills. Under the direction of a teacher, train and assist students in behavior management; provide education regarding appropriate interpersonal actions; act as role model. Assist in maintaining records and charts on individual students, attendance records, test scores and progress of student learning. All aides will be under the supervision of credentialed teachers.

### **Other Positions**

In the event that the FRC’s enrollment expands beyond what is currently anticipated in this charter and budget, the FRC reserves the right to hire custodians, health aides or other positions as necessary. Although at this time the FRC’s budget does not permit hiring for other job classifications, the FRC agrees to submit information pertaining to employee qualifications for new job classifications to the CUSD. In the meantime, the existing employees will be

expected to perform job functions that are in alignment with a small school environment.

### **Element 6: Health and Safety Procedures**

*The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in section Education Code Section 44237*

Hiring procedures will be followed as described in FRC board policies and procedures.

FRC will meet all applicable local zoning and building codes and all safety regulations. This will include adherence to local fire regulations, safety inspections, earthquake drills, visitor control, and the CUSD disaster plan. In addition, a safety committee, consisting of parents, teachers, and school administrators, will conduct periodic classroom and grounds safety inspections. The safety committee will have the authority to make recommendations to the Board of Directors regarding changes necessary to improve safety and will adhere to the safety plan adopted by the FRC Board of Directors.

The FRC Board of Directors will adopt and implement a comprehensive set of health, safety, and risk management policies [by August 15, 2008](#). These policies will be developed in consultation with the school's insurance carriers and address the following topics:

- A requirement that all enrolling students and staff provide records documenting immunizations, as well as proof of freedom from tuberculosis, to the extent required for enrollment in non-charter public schools.
- [A requirement that all kindergarten and first graders \(if not previously enrolled in FRC\) will undergo health and dental screening.](#)
- Policies and procedures for response to natural disasters and emergencies, including fires and earthquakes.
- Policies relating to preventing contact with blood-borne pathogens.

- Policies requiring that instructional and administrative staff receive training in emergency response, including appropriate “first responder” training or its equivalent.
- Policies relating to the administration of prescriptions drugs and other medicines.
- A policy that the school will be housed in facilities that have received state Fire Marshall approval and that have been evaluated by a qualified structural engineer who has determined that the facilities present no substantial seismic safety hazard.
- A policy establishing that the school functions as a drug, alcohol, and tobacco free workplace and facility.
- A requirement that each employee and volunteer of the school submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237.

These policies will be incorporated into the school’s student and staff handbooks for FRC and will be reviewed on an ongoing basis in the school’s staff development efforts and governing board policies. These policies will be completed by the beginning of the school year. These policies may be amended from time to time to improve health and safety of both employees and students.

All volunteers at FRC must be professional in their conduct. All confidential items will only be handled by certificated or classified personnel entitled to have access to those materials. All volunteers that have contact with students on campus or in the classroom must also submit to a criminal background check as required of employees of the school.

**Element 7: Means to Achieve Cultural and Ethnic Balance of the District**

**Governing Law: CA Education Code 47605(b)(5)(G)**

*The means by which the school will achieve a cultural and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted*

FRC will implement a student recruitment strategy that includes, but is not necessarily limited to, the following elements or strategies to ensure a cultural and ethnic balance among students that is reflective of the District:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
- The development of promotional and information material that appeals to all of the various cultural and ethnic groups represented in the District.
- The appropriate development of promotional and informational materials in languages other than English to appeal to limited English proficient populations.
- The distribution of promotional and informational materials to a broad variety of community groups and agencies that serve the various cultural, ethnic, and interest groups represented in the District.
- FRC will have a yearly event at a location to target different populations with interpreters if needed.

An open enrollment policy will seek to maintain a diversified balance among students of the Charter School. Any child residing within the Chico Unified School District, regardless of ethnicity, national origin, religion, gender, disability, perceived sexual orientation, home language, or socioeconomic profile, will be equally welcome and eligible to apply for enrollment.

### **Element 8: Enrollment Requirements**

#### **Governing Law: CA Education Code 47605(b)(5)(D)**

*Admission requirements, if applicable.*

FRC will actively recruit a diverse student population who understand and value the school's mission and are committed to the school's instructional and operational philosophy, as stated in Element 7 above. Admission will be requested by completing and submitting an application form. A public random lottery will be conducted if there are more applicants than available seats in a particular grade level offered by the school. Students shall be placed on a waiting list based upon the order in which their name is drawn from the lottery. FRC will be non-sectarian in its programs, admissions policies, employment practices, and all other operations (Education Code §47605.6(e)(1)). FRC will not charge tuition (Education Code §47605.6(e)(1)), and FRC will not discriminate on the basis of race, ethnicity, national origin, religion, gender, sexual orientation,

perceived sexual orientation, home language, or disability (Education Code §47605.6 (e)(2)(B)).

Enrollment priorities in ranked order:

1. Forest Ranch Residents.
2. Siblings of currently enrolled students.
3. Children of staff members or volunteers.
4. Re-entry students with a planned leave of absence.

The admissions process contained in the charter may be amended to conform to the funding requirements of the Federal Public Charter School Grant program and an amendment for this purpose shall not be deemed a material revision of the charter. It shall only require the approval of the Chico Unified School District Superintendent.

FRC will serve grades K-8, starting out the first year with Kindergarten through Sixth Grade. Grade configuration is determined by available facilities and enrollment. Parents who intend to re-enroll their children must notify the FRC office by March of the current school year.

Parents and students will be given handbooks at the beginning of the academic year describing the educational philosophy of FRC. Parents will be encouraged by FRC to support the school in a variety of ways, including volunteering in the classroom, driving on field trips, or assisting in fundraising efforts.

If a lottery is required it will be conducted in April or May, with the exception of the first year, when it may be held as late as August to accommodate the initial student recruitment process. Lottery will be held by public random drawing.

### **Element 9: Annual Audit and Fiscal Issues**

#### **Governing Law: CA Education Code 47605(b)(5)(I)**

*The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.*

FRC will be a 501 (c) 3 non-profit corporation. FRC will comply with all state laws pertaining to financial reporting to CUSD and the State of California. As a non-profit corporation, the FRC Board of Directors will select an independent auditor and oversee the completion of an annual audit of the school's financial affairs.

FRC may receive funding in accordance with Education Code, Charter Schools Act and other appropriate laws, and will opt to receive funding directly from the State. These funds may include, but are not limited to, Average Daily Attendance (ADA); the California State Lottery; state summer school funding; categorical block and non-block grants; class size reduction funds if applicable; charter school funding from the California Department of Education, the federal government or other sources; and any other available or mutually agreeable sources of funding for programs. When applicable, the School may seek equitable distribution of local sales taxes and other similar funding sources.

As required by 2002 Assembly Bill 1994, FRC acknowledges that the School must commence operations by September 30 to be eligible for that fiscal year's ADA-based state general purpose revenue.

### **Audits**

The FRC will facilitate an annual independent audit of the school's financial affairs. The FRC Board will select and oversee an auditor with education audit experience. The audit will verify the accuracy of the Charter School's financial statements, attendance and enrollment accounting practices and review the school's internal controls. The audit is conducted in accordance with generally accepted accounting principles applicable to the Charter School. It is anticipated that the annual audit will be completed five months after the close of the fiscal year and that a copy of the auditor's findings will be forwarded to the District, the County Superintendent of Schools, the State Controller and to the CDE by December 15th each year.

The Charter School's Principal and/or Executive Director along with an audit committee will review any audit exceptions or deficiencies and report to the School Board with recommendations on how to resolve them. The FRC Board of Directors will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this Charter.

### **Financial Reporting**

The Charter School shall provide reports to the District as follows, and may provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year with financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement.
2. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, Butte County Office of Education, State Controller's Office, California Department of Education.
3. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
4. By September 15, a final un-audited report for the full prior year is submitted. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

Forest Ranch Charter will compile and provide to the district on an annual basis a performance report. This report will, at a minimum, include the following data:

- Summary data showing student progress toward the goals and outcomes specified in Element 2 from assessment instruments and techniques listed in Element 3.
- An analysis of whether student performance is meeting the goals specified in Element 2. This data will be displayed on both a school-wide basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality.
- A summary of major decisions and policies established by the school's governing board during the year.
- Data on the level of parent involvement in the school's governance and summary
- Data from an annual parent and student satisfaction survey
- Data regarding the number of staff working at the school and their qualifications

- A copy of the school’s health and safety policies and/or a summary of any major changes to those policies during the year
- Information demonstrating whether the school implemented the means listed in charter Element 7 to achieve a racially and ethnically balanced student population
- An overview of the school’s admissions practices during the year and data regarding the numbers of students enrolled, the number on waiting lists, and the numbers of students expelled and/or suspended
- Analyses of the effectiveness of the school’s internal and external dispute mechanisms and data on the number and resolution of disputed and complaints
- Other information regarding the education program and the administrative, legal and governance operation of the school relative to compliance with the terms of the charter.

Generally FRC and CUSD will jointly develop the content, evaluation criteria, timelines, and process for the annual performance reports. The School and CUSD will also jointly develop an annual site visitation process and protocol to enable CUSD to gather information needed to confirm the School’s performance and compliance with the terms of this charter.

**Element 10: Pupil Suspension and Expulsions**

**Governing Law: CA Education Code 47605(b)(5)(J)**

*The procedures by which pupils can be suspended or expelled.*

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at FRC. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School’s policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements.

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



Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments (e.g. administrator's office), suspension and expulsion.

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

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

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion. This would entail notification of parent/guardian regarding details and timeline for suspension. FRC would notify and consult CUSD any time this occurs.

A student identified as an individual with disabilities or for whom FRC has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities in Education Act ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. FRC will follow Section 504, the IDEIA, and all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom FRC has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. While the School remains a public school of the district for purposes of special education under Education Code Section 47641(b), the Charter School shall notify the District of the suspension of any student identified under the IDEIA (or for whom there may be a basis of knowledge of the same) or as a student with a disability under Section 504 and shall grant the District approval rights prior to

the expulsion of any such student as well. FRC will consult legal counsel throughout this process.

A. Grounds for Suspension and Expulsion of Students

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

B. Enumerated Offenses

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

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force of violence upon the person of another, except self-defense.
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal/Administrator or designee's concurrence.
3. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

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

16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
17. Engaged in or attempted to engage in hazing of another.
18. Aiding or abetting as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person.
19. Made terrorist threats against school officials and/or school property.
20. Committed sexual harassment.
21. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
22. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment.

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

#### C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Principal. The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the

lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

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

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

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

2. Notice to Parents/Guardians

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

3. Suspension Time Limits/Recommendation for Placement/Expulsion

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

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

D. Authority to Expel

A student may be expelled either by the FRC Board following a hearing before it or by the FRC Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are parents/guardians of an FRC pupil but who are not parents/guardians of the pupil in question. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense. FRC legal counsel will assist the FRC, its Board and its Administrative Panel with any expulsion proceedings to ensure that they are conducted in a legally compliant manner.

E. Expulsion Procedures

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

In the event an administrative panel hears the case, it will make a recommendation to the FRC Board for a final decision whether to expel. The hearing shall be held in closed session unless the pupil makes a written request for a public hearing three (3) days prior to the hearing.

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

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

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

FRC may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn

declarations which shall be examined only by FRC or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. FRC must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, FRC must present evidence that the witness' presence is both desired by the



witness and will be helpful to FRC. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

#### G. Record of Hearing

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

#### H. Presentation of Evidence

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

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

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

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

If the expulsion hearing panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

#### I. Written Notice to Expel

The Principal or designee following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's adopted

findings of fact, to the student or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with FRC.

The Principal or designee shall send a copy of the written notice of the decision to expel to the District.

This notice shall include the following:

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

J. Disciplinary Records

FRC shall maintain records of all student suspensions and expulsions at FRC. Such records shall be made available to the District. The Charter will send a letter to the Superintendent in case of expulsion.

K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

L. Expelled Pupils/Alternative Education

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

M. Rehabilitation Plans

Students who are expelled from FRC shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion

order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to FRC for readmission.

N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Principal and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon FRC' capacity at the time the student seeks readmission.

**Element 11: Retirement System**

**Governing Law: CA Education Code 47605(b)(5)(D)**

*The manner by which staff members of the charter School will be covered by the State Teachers Retirement System, the Public Employees' Retirement System, or federal social security.*

FRC Charter School has the responsibility to provide retirement benefits to its employees. Non-certificated staff at FRC will participate in the federal social security system and will have access to other school-sponsored retirement plans according to policies developed by the FRC Board of Directors and adopted as the school's employee policies. FRC retains the option for its board to elect to participate in the State Teachers Retirement System and/or Public Employees Retirement System and coordinate such participation, as appropriate, with the social security system or other reciprocal systems in the future, should it find that participation enables the school to attract and retain a higher quality of certificated and classified staff.

All employees who are not members of STRS, or an alternative qualified retirement plan must contribute to the federal social security system to the extent required by federal law. FRC will make all employer contributions as required

by STRS, PERS, and federal social security laws. Certificated staff will have STRS and classified staff will have PERS. FRC will make contributions for workers' compensation insurance, unemployment insurance, and any other payroll obligations of an employer.

### **Element 12: Attendance Alternatives**

#### **Governing Law: CA Education Code 47605(b)(5)(L)**

*The public school attendance alternatives for pupils residing within the school district who choose not to attend the charter school*

Students who opt not to attend FRC may attend other district schools or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of Chico Unified School District or their district of residence.

Parents/guardians are hereby informed that students have no right to admission in a particular school in any district as a consequence of enrollment in FRC.

### **Element 13: Right to Return as District Employee**

#### **Governing Law: CA Education Code 47605(b)(5)(M)**

*A description of the rights of any CUSD employee upon leaving the employment of the District to work in a charter school, and of any rights of return to the District after employment at a charter school.*

Teachers hired outside of Chico Unified School District have no rights to employment within CUSD in the event of charter school closure, dismissal or the voluntary termination of said teacher.

### **Element 14: Dispute Resolution Procedures**

#### **Governing Law: CA Education Code 47605(b)(5)(N)**

*The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to the provisions of the charter.*

## **Intent**

The intent of this dispute resolution process is to (1) resolve disputes within the school pursuant to the school's policies, (2) minimize the oversight burden on the district, (3) ensure a fair and timely resolution to disputes, and (4) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters.

## **Public Comments**

The staff and governing board members of FRC and CUSD agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this section. Both shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

## **Disputes Arising from within the School**

Disputes arising from within FRC, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and governing board members of the school, shall be resolved pursuant to policies and processes developed by the Charter School.

The District shall not intervene in any such internal disputes without the consent of the governing board or Principal and/or Executive Director of FRC for resolution pursuant to the school's policies. The District agrees not to intervene or become involved in the dispute unless the dispute has given the District reasonable cause to believe that a violation of this charter or related laws or agreements has occurred, or unless the governing board of the Charter School has requested the District to intervene in the dispute.

## **Disputes between FRC and CUSD**

In the event that FRC or CUSD have disputes regarding the terms of this charter or any other issue regarding the school and grantor's relationship, both parties agree to follow the process outlined below.

In the event of a dispute between FRC or CUSD, the staff and governing board members of the school and district agree to first frame the issue in written format and refer the issue to the Superintendent of the District and Principal and/or

Executive Director of the school. In the event that the grantor believes that the dispute relates to an issue that could lead to revocation of the charter, this shall be specifically noted in the written dispute statement.

The Principal and/or Executive Director and Superintendent shall informally meet and confer in a timely fashion in an attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two governing board members from their respective boards who shall jointly meet with the Superintendent of the District and the Principal and/or Executive Director of the school and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the Superintendent and Principal and/or Executive Director shall meet to jointly identify a neutral, third party arbitrator. The format of the arbitration session shall be developed jointly by the Superintendent and Principal and/or Executive Director, and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. The findings or recommendations of the arbitrator shall be non-binding, unless the governing boards of the school and grantor jointly agree to bind themselves.

### **Oversight, Reporting, Revocation, and Renewal**

The Chico Unified School District may inspect or observe any part of the school at any time, but shall provide reasonable notice to the Principal and/or Executive Director of FRC prior to any observation or inspection. CUSD shall provide such notice at least three working days prior to the inspection or observation unless the school's board or Director agrees otherwise. Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by CUSD without the mutual consent of the governing board of FRC.

If the governing board of the District believes it has cause to revoke this charter, it shall proceed through the multi-step revocation process contained in Education Code Section 47607.

CUSD agrees to receive and review the annual fiscal and program audit and annual performance report as specified in Element 9. Within two months of the receipt of this annual review, CUSD must notify the governing board of FRC as to whether it considers the school to be making satisfactory progress relative to the goals specified in this charter. This annual notification will include the specific reasons for the charter-granting agency's conclusions.

### **Element 15: Exclusive Employer**

#### **Governing Law: CA Education Code 47605(b)(5)(O)**

*A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code)*

The Forest Ranch Charter School shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Education Employment Relations Act.

### **Element 16: School Closure**

#### **Documentation of Closure Action**

The decision to close a charter school, for any reason, will be documented by an official action of the governing board of the District. This will also be supported by an action of the charter school's governing board. The action will identify the reason for the school's closure.

If it is feasible to do so while still maintaining a viable and appropriate educational program, charter school closures will occur at the end of an academic year. Mid-year school closures should be avoided if possible, and the charter school and District should work together to ensure that an appropriate, viable, and legally compliant education program continues until the end of the school year.

#### **Notification to the California Department of Education and District Office of Education**

The District will send a notice of the school closure to the Charter School Unit at the CDE and to the County Office of Education. The notification will include the following information:

- a. Charter school name, charter number, and CDS code



- b. Date of closure action
- c. Effective date of the closure, if different
- d. Reason for the closure (Specify revoked, not renewed or other reason. If the charter is revoked pursuant to Education Code Sections 47604.5 or 47606, or not renewed pursuant to Education Code Section 47607, the notice should clearly state that the charter has been revoked or not renewed, as appropriate. If it is being closed for other reasons, the notice should specify the reason(s) and clarify that the charter school is being closed, but not revoked.)

### **Notification to Parents and Students**

Parents and students of the Charter School will be notified as soon as possible when it appears that school closure will be imminent. The notification will include information on assistance in transferring the student to another appropriate school and a process for the transfer of all student records.

Parents will be provided with a certified packet of student information that may include the closure notice, grade reports, discipline records, immunization records, etc. This will facilitate transfer to another school.

### **Notification to Receiving Districts**

Forest Ranch Charter or the District will notify any school district that may be responsible for providing education services to the former students of the FRC so that the receiving district(s) may assist in facilitating student transfers.

### **Student and School Records Retention and Transfer**

Forest Ranch Charter and CUSD will establish a process for the transfer of student records to the students' district of enrollment eligibility or other school to which the student will transfer. The Charter School and/or CUSD will assist parents in the transfer of the students to other appropriate schools and facilitate the transfer

of all student records. The District and the Charter School will agree to a plan for the maintenance and transfer of student records which may allow the authorizing entity to accept charter school records in the event the Charter School is unable to meet this responsibility. The plan will include provisions for the District to maintain all school records, including financial and attendance records, for a reasonable period after the school closure.

### **Financial Close-Out**

FRC and/or the District will have an independent audit of the Charter School completed within 6 months after the closure of the Charter School. This may coincide with the regular required annual audit of the Charter School. The purpose of the audit is to determine the net assets or net liabilities of the Charter School. The assessment should include an accounting of all Charter School assets, including cash and accounts receivable and an inventory of property, equipment and supplies. It will also include an accounting of the school's liabilities including any accounts receivable, which may include reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation. The audit will also assess the disposition of any restricted funds received by or due to the Charter School. The cost of the audit may be considered a liability of the Charter School.

In addition to a final audit, the Charter School will submit any required year-end financial reports to the CDE and the authorizing entity in the form and time frame required. These reports will be submitted as soon as possible after the closure action, but no later than the required deadline for reporting for the fiscal year.

### **Dissolution of Assets**

Upon completion of the closeout audit the District and the Charter School will develop a plan for the repayment of any liabilities, or the disbursement of any remaining assets of the Charter School.

To the extent feasible, any assets of the FRC will be liquidated to pay off any outstanding liabilities. To the extent possible, any

remaining restricted assets, such as grant funds and restricted categorical funds, should be returned to their source. Net assets of the FRC may be transferred to the District or to another public agency such as another public charter school in the sole discretion of FRC.

### **Element 17: SPECIAL EDUCATION AND SECTION 504 STUDENTS**

#### **Governing Law: CA Education Code 47642**

*Notwithstanding Section 47651, all state and federal funding for Special Education apportioned on behalf of pupils enrolled in a charter school shall be included in the allocation plan adopted pursuant to subdivision (i) of Section 56195.7 or Section 56836.05, or both, by the Special Education local plan area that includes the charter school.*

FRC is committed to high levels of academic success for all students, including students with disabilities. FRC shall comply with all applicable State and Federal Laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”) and the Individuals with Disabilities in Education Improvement Act (“IDEIA”). FRC shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by FRC shall be accessible for all students with disabilities.

FRC shall be categorized as a public school of the District in accordance with Education Code § 47641(b). However, FRC reserves the right, in the future, to make written verifiable assurances that FRC shall become an independent LEA and join a SELPA pursuant to Education Code § 47641(a) either on its own or with a grouping of charter school LEA’s as a consortium.

FRC shall comply with all state and federal laws related to the provision of special education instruction and related services. FRC will follow the District and SELPA policies and procedures, and will utilize SELPA forms in seeking out

and identifying and serving students who may qualify for special education programs and services and for responding to record requests and maintaining the confidentiality of pupil records. FRC will request an annual meeting with the District to review special education policies, procedures, protocols, and forms of the District and the SELPA and District protocol, to ensure that FRC and the District have an ongoing mutual understanding of District protocol and to facilitate ongoing compliance. FRC agrees to comply with the Butte County SELPA Charter School Policy.

FRC will submit an application to the Butte County SELPA Governing Board no later than February 1<sup>st</sup> of the school year one year prior to the school year in which the charter school anticipates operating as an LEA within the SELPA.

As a public school of the District, solely for purposes of providing special education and related services under the IDEIA pursuant to Education Code § 47641(b), in accordance with Education Code § 47646 and 20 U.S.C. 1413, FRC seeks services from the District for special education students enrolled in FRC in the same manner as is provided to students in other District schools. FRC will follow the District and SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and maintaining the confidentiality of pupil records. FRC will comply with District protocol as to the delineation of duties between the District central office and the local school site in providing special education instruction and related services to identified pupils. FRC will request an annual meeting between FRC and the District to review special education policies, procedures, protocols, and forms of the District and the SELPA and District protocol, to ensure that FRC and the District have an ongoing mutual understanding of District protocol and will facilitate ongoing compliance.

As long as FRC functions as a public school of the District solely for purposes of providing special education and related services under the IDEIA pursuant to Education Code § 47641(b), then we would anticipate that a Memorandum of Understanding (“MOU”) would be developed between the CUSD and FRC which spells out in detail the responsibilities for provision of special education services and the manner in which special education funding will flow to the students of FRC. We envision the relationship for special education to follow the language and intent of Education Code § 47646 and 20 U.S.C. 1413 as follows:

- The District retains the special education funds for the students of FRC;
- The District provides services to the students of FRC in the same manner as other students of the District;
- FRC pays the District, a pro-rata share of the overall District encroachment for special education.

FRC is ready to discuss this arrangement, or a mutually agreed upon reasonable alternative in our discussions with the District to develop the MOU.

### **Referral for Assessment**

A referral can be made by a parent, guardian, foster parent, teacher or other service provider of the student, consistent with the limitations contained in Federal Law. The referral process will include an examination of pre-screening data (e.g. tests scores, teacher observations, grades, response to initial intervention) as well as Student Study Team results and observations. If SST concludes that assessment is warranted, FRC will inform parents that special education services are provided at no cost to them and obtain written permission to provide student with formal assessment.

### **Development and Instruction of IEP**

Administrative personnel of Forest Ranch Charter in conjunction with CUSD will schedule, coordinate and facilitate the IEP (Individualized Educational Program) meeting. Each student who is referred for formal assessment will have an IEP that documents assessment results and determines eligibility for education services. If the student is eligible for services, FRC will provide those services in accordance to the students IEP. The IEP will include the following:

- Rational for placement decision;
- The student's IEP will designate services the student is eligible for, when services should begin, how often those services should be delivered and where and by whom they should be provided;
- Annual goals and short term objectives focusing on the student's current performance level and

- How students progress will be measured and monitored.

FRC will provide appropriate services in the manner designated in the IEP. The School will provide students with IEP's services in the Least Restrictive Environment (LRE).

Every student at FRC with an IEP will have an IEP team that oversees the implementation and progress of the IEP. The IEP team will include the following individuals: parent or guardian of student with IEP, FRC administrative personnel, the regular education classroom teacher serving that student, special education professionals qualified to interpret assessment results, and a representative of the LEA as appropriate. Individuals who are involved with the student, and may be helpful in the process, can be included as needed. FRC feels parents are crucial in these meetings and will make every effort to involve parents in a manner that is respectful and supportive of their families needs (scheduling and otherwise). If required the School will provide an interpreter to ensure non-English speaking families understand and can participate in the process. If the parent is unable to attend, school personnel will ensure that parent is informed and involved in the process through phone or email communications.

Forest Ranch Charter will hold IEP meetings according to the following schedule:

- Yearly to review the student's progress and make any necessary changes;
- After the student has received a formal assessment or a reassessment;
- When the parent or teacher feels the student has shown significant educational growth or lack of appropriate progress;
- When a special education student has been suspended, particularly if they have shown a pattern of misbehavior, to determine if change to the IEP is required to address the misbehavior and
- Prior to the expulsion of a student with an IEP to determine if the student's misconduct may have been resulting from his/her disability.

### **Individualized Education Program (IEP) Transfer § 56325**

In the case of an individual with exceptional needs who has an IEP and transfers to FRC from a district operating programs under the same SELPA within the same year, the FRC will continue without delay, to provide services comparable

to those described in the existing approved IEP, unless the parent, and LEA agree to develop, adopt, and implement a new IEP.

In the case where an individual with exceptional needs who has an IEP and transfers to FRC from a district not operating under the same SELPA in which the individual was enrolled within the same year, FRC shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parents, for a period not to exceed 30 days, by which time the LEA shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP.

To facilitate the transition for an individual with exceptional needs, FRC will take reasonable steps to promptly respond to the request from the new school in which the pupil enrolls. FRC will also promptly ask for records from a preceding school of a new enrollment of an individual with exceptional needs who has an IEP.

### **IEP Review**

IEP review will be performed in accordance to state and federal law, meeting at least once a year to ensure IEP goals are being met.

### **Due Process**

In addition to the due process hearing rights enumerated in Education Code Section §56501 the following due process rights extend to the pupil and the parent:

- Written notice of parent's rights
- Right to initiate Referral
- Right to Independent Education Assessment
- Right to Participate in IEP Development and to be informed of Free Appropriate Public Education and Alternative Programs
- Written Parental Consent Before Any Assessment is Conducted
- Written Parental Consent Before Pupil is placed in Special Education Program
- Use of Attorney
- Award of Attorneys' fees
- Court may award reasonable attorneys' fees under certain circumstances

- Restriction on Use of Federal Funds
- The Hearing decision shall indicate extent to which each party prevailed
- Training materials for alternative resolution of differences
- Parent may file a separate due process hearing on a separate issue

### **Transfer of Records**

Upon receipt of a request from an educational agency where a former FRC student with exceptional needs has enrolled, FRC shall send the pupil's special education records, or a copy thereof, within five working days.

### **Section 504**

Pupils who enroll in FRC and are potentially in need of Section 504 services will be the responsibility of the Forest Ranch Charter School.

The Forest Ranch Charter School will not discriminate against students on the basis of a disability or handicap. As provided in Section 504 of the U.S. rehabilitation Act, the Forest Ranch Charter School will provide appropriate accommodations to ensure that all students with disabilities have equal access to a free and appropriate public education.

### **FUNDING**

#### ***SELPA 56836.01***

- Fiscal administration of annual budget allocation plan
- Allocation of State and Federal Funds
- Reporting and Accounting

#### ***EC 56836.02***

The superintendent shall apportion funds to districts and county offices of education in accordance with the allocation plan adopted pursuant to Section 56836.05, unless allocation plan specifies that funds be apportioned to the administrative unit of the special education local plan area.

#### ***EC 56207.5 (B)***



FRC shall participate in the state and federal funding for special education and the allocation plan developed pursuant to Education Code §56195.7 or §56836.05 in the same manner as other local education agencies of the special education local plan area.

FRC shall have the legal authority to pursue independent local education agency (LEA) status pursuant to Education Code Section §47641(a), and/or special education local plan area (SELPA) status.

### **Element 18: Additional Conditions**

#### **Annual Performance Audits**

- FRC will review components of renewal Charter Petition for compliance
- Determine if goals are being met; review all state and federal student assessment data and reports
- Summarize major decisions made/policies established by the board
- Provide data on parent involvement
- Provide summary of annual student/parent survey
- Provide data regarding number of staff, qualifications and credentials
- Copy health/safety procedures with summary of major changes
- Review the suitability of facility in terms of health and safety
- Review the suitability of facility in terms of educational utility
- Review copies of all required documentation (e.g. budget reports, financial projections, leases, insurance, etc.)
- Provide number of students enrolled, waiting lists, expulsions/suspensions
- Review of any internal/external dispute resolutions
- Arrange a site visit by granting agency including observation of instructional program

#### **Facilities Location and Proposition 39:**

In compliance with Education Code §47605 (a) (1) and (g), Forest Ranch Charter will keep CUSD informed of all changes to the number and location of facilities where it operates. For purposes of space provided by the CUSD under Proposition 39, the offering of the facilities by CUSD and acceptance of the facilities by FRC will meet the requirement for making a material change to the

charter.

### **Term of the Charter**

The requested term of the charter shall be five years which is the limit available under Education Code Section §47607.

### **Renewal of Charter**

FRC proposes the term of this charter will be for a period of five years commencing on the date a charter number is issued by the state.

CUSD agrees to receive and review the annual fiscal audit and performance report as specified in Section 9. Within two months of the receipt of these annual reports, CUSD will notify in writing the Governing Board of FRC if it does not consider the school to be making satisfactory progress relative to the goals specified in this charter. This notification will include a specific listing and description of any areas of concern.

FRC may request from the CUSD a renewal, material revision or amendment of the charter at any time prior to expiration. A renewal request should be presented by the FRC no later than 120 days prior to the expiration of the charter. The CUSD agrees to hear and render a decision regarding a renewal, material revision or amendment to the charter pursuant to the criteria and standards as specified in the Charter Schools Act, Education Code Section §47605.

### **Insurance/Loans/Lines of Credit**

The FRC shall maintain adequate property and liability insurance, naming the CUSD, its officers, employees, volunteers, and agents, as additional insured. Types and amounts are agreed upon in an operational agreement between the District and FRC. Consistent with Education Code Section §47604 (c) CUSD shall not be held liable for FRC's debts or obligations or for claims arising from the performance of the acts, errors or omissions by the charter school. Proof of insurance shall be provided to CUSD prior to the opening of school and thereafter each July 1st.

### **No Child Left Behind**

The Forest Ranch Charter School will comply with the requirements of the No Child Left Behind Act, to the degree they are applicable to charter schools.

**Severability**

If any provision or any part of this agreement is for any reason held to be invalid and/or unenforceable, or contrary to public policy, law, or statute and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.

*Exhibit A*

**Potential Employees**

*We are currently not recruiting at this time; however some interested parties have already come forward.*

**Stephani Mock**

**Nicole Sanchez**

## ***Exhibit B***

### **Board Members**

#### **Chair – Kiersten Crane Morgan**

Bachelors of Architecture

Beaumont-Wilshire Neighborhood Assoc. – Board member 7 years, 2 as Chair

Women’s Club Secretary effective June 2008

Forest Ranch Realtor

#### **Vice Chair – Christia Marasco**

MA; Psychology (emphasis Behavior/Learning Child)

FRCA – Board member currently serving

Blue Oak Parent Guild – Chair 2003/2004

CHADD Advisory Council -1994

ARC of Butte County – Board member 1994-1996

#### **Treasurer – Lisa Speegle**

B.S. Business Administration (emphasis in MIS, minor in Computer Science)

Director of Operations, Replication Technology Inc. – 1994-1996

Forest Ranch Elementary PTA Treasurer – 1994-1996

Northern National Bank, Finance & Loans, current

#### **Secretary – Melanie Funé**

B.S. Exercise Physiology

Headwaters Road User Association – Secretary

Business Owner

#### **David Eldridge**

President Lindhurst High School Site Council

Marysville Unified School District Teacher’s Union Representative

AP Testing Coordinator – Lindhurst High School

Real Estate Broker and Contractor – Chico

#### **Shelly Whipple**

B.S. Exercise Physiology

A.S. Business Administration

Volunteer at Forest Ranch Elementary School – 2 hours/week

**David Foreman**

Administrator CSU Chico

Past Board member and Treasurer for Forest Ranch Community Association

Past Site Council member for Forest Ranch Elementary School

Volunteer at Forest Ranch Elementary School for past 18 years

**Board Bylaws**

**BYLAWS  
OF  
Forest Ranch Charter School**

(A California Nonprofit Public Benefit Corporation)

**ARTICLE I  
NAME**

Section 1. NAME. The name of this corporation is Forest Ranch Charter School.

**ARTICLE II  
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 15511 Nopel Ave, Suite A, Forest Ranch, State of California. The Board of Trustees may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Trustees may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

**ARTICLE III  
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote the Forest Ranch Charter School (“Charter School”), a California public charter school. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

#### **ARTICLE IV CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

#### **ARTICLE V DEDICATION OF ASSETS**

Section 1. DEDICATION OF ASSETS. This corporation’s assets are irrevocably dedicated to public benefit purposes as set forth in the Charter School’s Charter. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any trustee or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

#### **ARTICLE VI CORPORATIONS WITHOUT MEMBERS**

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation’s Board of Trustees may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Trustees finds appropriate.

#### **ARTICLE VII BOARD OF TRUSTEES**

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Trustees ("Board"). The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Trustees shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Trustees, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.
- c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DESIGNATED TRUSTEES AND TERMS. The number of trustees shall be no less than 7 and no more than 11, unless changed by amendments to these bylaws; provided that one non-voting seat shall be reserved, at all times, for the representative selected by the granting agency pursuant to California Education Code Section 47604(b). The Board of Trustees will consist of:

- Four (4) parents of actively enrolled students of Forest Ranch Charter School. One parent representative will represent the Parent Teacher Partnership.
- Three (3) community members,

- One (1) classroom teacher elected by faculty.<sup>1</sup>
- One (1) educational professional.

In the first year of operation 4 parent trustees and 3 community trustees will be elected by the Steering Committee and the remaining trustees will be elected by the Board. In following years the parent members will be elected by parents/guardians of FRC pupils and the community members will be elected by the Forest Ranch Community Association, the classroom teacher will be elected by faculty and the educational professional will be elected by the Board.

Except for the initial Board of Trustees, each trustee shall hold office unless otherwise removed from office in accordance with these bylaws for three (3) year(s) and until a successor trustee has been designated and qualified. The initial Board of Trustees shall serve staggered three (3), two (2) or one (1) year terms as drawn by lot, with one-third (1/3) of the trustees serving a three (3) year term, one-third (1/3) of the trustees serving a two (2) year term and one-third (1/3) of the trustees serving a one (1) year term. A trustee may not serve more than nine consecutive years.

The initial Board of Trustees shall be as follows:

Kiersten Crane Morgan, Chair	David Foreman
Christia Marasco, Vice-Chair	Shelly Whipple
Lisa Speegle, Chief Financial Officer	David Eldridge
Melanie Fune, Secretary	

<sup>1</sup> In the event that AB 1772 is approved, the bylaws will be amended to reflect that no employees of Forest Ranch Charter School will serve as trustees.

Section 4. RESTRICTION ON INTERESTED PERSONS AS TRUSTEES. No more than 49 percent of the persons serving on the Board of Trustees may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a trustee as trustee; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. TRUSTEES' TERM. Each trustee shall hold office for 3 years and until a successor trustee has been designated and qualified.

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<sup>1</sup> In the event that AB 1772 is approved, the bylaws will be amended to reflect that no employees of Forest Ranch Charter School will serve as trustees.



Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Trustees or, if none, the President will appoint a committee to designate qualified candidates for election to the Board of Trustees at least thirty (30) days before the date of any election of trustees. The nominating committee shall make its report at least seven (7) days before the date of the election or at such other time as the Board of Trustees may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for trustee than can be elected, no corporation funds may be expended to support a nominee without the Board's authorization.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Trustees shall occur in the event of (a) the death, resignation, or removal of any trustee; (b) the declaration by resolution of the Board of Trustees of a vacancy in the office of a trustee who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of trustees; or (d) the failure of the members, at any meeting of members at which any trustee or trustees are to be elected, to elect the number of trustees required to be elected at such meeting; (e) termination of employment with Forest Ranch Charter School;<sup>2</sup> and (f) for parent representative trustees, the failure to have at least one child attending Forest Ranch Charter School.

Section 9. RESIGNATION OF TRUSTEES. Except as provided below, any trustee may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a trustee's resignation is effective at a later time, the Board of Trustees may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. TRUSTEE MAY NOT RESIGN IF NO TRUSTEE REMAINS. Except on notice to the California Attorney General, no trustee may resign if the corporation would be left without a duly elected trustee or trustees.

Section 11. REMOVAL OF TRUSTEES. Any trustee may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Trustees at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a trustee shall be filled as provided in Section 12.

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<sup>2</sup> In the event that AB 1772 is approved, the bylaws will be amended to reflect that no employees of Forest Ranch Charter School will serve as trustees.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Trustees may be filled by approval of the Board of Trustees or, if the number of trustees then in office is less than a quorum, by (a) the unanimous consent of the trustees then in office, (b) the affirmative vote of a majority of the trustees then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining trustee.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF TRUSTEES. Any reduction of the authorized number of trustees shall not result in any trustees being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF TRUSTEES MEETINGS. Meetings shall be held at the principal office of the Corporation or Forest Ranch Community Center. The Board of Trustees may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Trustees or in the notice of the meeting. All meetings of the Board of Trustees shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Trustees and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

The Board of Trustees shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of Trustees.

Section 16. REGULAR MEETINGS. Regular meetings of the Board of Trustees, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Trustees. At least 72 hours before a regular meeting, the Board of Trustees, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Trustees for any purpose may be called at any time by the Chairman of the Board of Trustees, if there is such an officer, or the President, or the Secretary. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Trustees may be held only after twenty-four (24) hours notice is given to each trustee and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board of Trustees shall adhere to the following notice requirements for special meetings:

- a. Any such notice shall be addressed or delivered to each trustee at the trustee's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the trustee for purposes of notice, or, if an address is not shown on the Corporation's records or is not

readily ascertainable, at the place at which the meetings of the Board of Trustees are regularly held.

- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the voting trustees then in office shall constitute a quorum. If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote, and voting on any matter shall be a decision of the Board of Trustees. Should there be fewer than a majority of the trustees present at any meeting, the meeting shall be adjourned. Voting trustees may not vote by proxy.

Section 20. TELECONFERENCE MEETINGS. Members of the Board of Trustees may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Trustees shall participate in the teleconference meeting from locations within the boundaries of the school district in which the Charter School operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Trustees elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Trustees participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda.<sup>3</sup>
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Trustees directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.<sup>4</sup>

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<sup>3</sup> This means that members of the Board of Trustees who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

<sup>4</sup> The Brown Act prohibits requiring members of the public to provide their names as a condition of

Section 21. ADJOURNMENT. A majority of the trustees present, whether or not a quorum is present, may adjourn any Board of Trustees meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the trustees who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 22. COMPENSATION AND REIMBURSEMENT. Trustees may receive such compensation, if any, for their services as trustees or officers, and such reimbursement of expenses, as the Board of Trustees may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted.

Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the trustees then in office, may create one or more committees, each consisting of a Committee Chair and, if the Committee Chair is not a Trustee, a Trustee Liaison, to serve at the pleasure of the Board. Appointments to committees of the Board of Trustees shall be by majority vote of the authorized number of trustees. The Board of Trustees may appoint one or more trustees as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Trustees' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Trustees or any committee of the Board;
- c. Fix compensation of the trustees for serving on the Board of Trustees or on any committee;
- d. Amend or repeal bylaws or adopt new bylaws;
- e. Amend or repeal any resolution of the Board of Trustees that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board of Trustees or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for trustee if more people have been nominated for trustee than can be elected; or

- h. Approve any contract or transaction to which the corporation is a party and in which one or more of its trustees has a material financial interest.

Section 24. MEETINGS AND ACTION OF COMMITTEES. Actions and activities of committees shall be reported in summary to the Board, by the Committee Chair or Trustee Liaison, at each regular Board meeting. The Board of Trustees may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Trustees has not adopted rules, the committee may do so.

Section 25. NON-LIABILITY OF TRUSTEES. No trustee shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 26. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Trustees shall comply with all applicable provisions of the Family Education Rights Privacy Act (“FERPA”) as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

## **ARTICLE VIII OFFICERS OF THE CORPORATION**

Section 1. OFFICES HELD. The officers of this corporation shall be a Chair, a Secretary, and a Chief Financial Officer. The corporation, at the Board’s direction, may also have one or more Vice-Chairs, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under Article VIII, Section 4, of these bylaws. The officers in addition to the corporate duties set forth in this Article VIII shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as the Chair.

Section 3. ELECTION OF OFFICERS. The officers of this corporation shall be chosen annually by the Board of Trustees and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Trustees may appoint and authorize the Chair or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Trustees may remove any officer with or

without cause. An officer who was not chosen by the Board of Trustees may be removed by any other officer on whom the Board of Trustees confers the power of removal.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIR. The Chair shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall preside at all Board of Trustees' meetings. The President shall have such other powers and duties as the Board of Trustees or the bylaws may require.

Section 9. VICE-CHAIR. If the Chair is absent or disabled, the Vice-Chair, in order of their rank as fixed by the Board, shall perform all duties of the Chair. When so acting, a Vice-Chair shall have all powers of and be subject to all restrictions on the Chair. The Vice-Chair shall have such other powers and perform such other duties as the Board of Trustees or the bylaws may require.

Section 10. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Trustees may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the trustees present at Board of Trustees and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Trustees that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Trustees or the bylaws may require.

Section 11. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Chief Financial Officer shall

send or cause to be given to trustees such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any trustee at all reasonable times.

The Chief Financial Officer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Trustees may designate; (b) disburse the corporation's funds as the Board of Trustees may order; (c) render to the Chair of the Board and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Trustees for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

## **ARTICLE IX CONTRACTS WITH TRUSTEES**

Section 1. **CONTRACTS WITH TRUSTEES.**<sup>5</sup> The Corporation shall not enter into a contract or transaction in which a trustee directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's trustees are trustees have a material financial interest) unless all of the following apply:

- a. The trustee with a material financial interest in the proposed contract or transaction fully discloses his/her financial interest in such contract or transaction in good faith and said disclosure is noted in the Board of Trustees meeting minutes.
- b. The trustee with a material financial interest in the proposed contract or transaction recuses himself/herself from any participation whatsoever in the proposed contract or transaction (i.e., the interested trustee who recuses himself/herself shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken).
- c. Such contract or transaction is authorized in good faith by a majority of the Board of Trustees by a vote sufficient for that purpose.
- d. Before authorizing or approving the transaction, the Board of Trustees considers and in good faith decides after reasonable investigation that the

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<sup>5</sup> In the event that AB 1772 is approved, the bylaws will be amended to ensure compliance with Government Code Section 1090.

corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.

- e. The corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more trustees or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

## **ARTICLE X CONTRACTS WITH NON-TRUSTEE DESIGNATED EMPLOYEES**

Section 1. **CONTRACTS WITH NON-TRUSTEE DESIGNATED EMPLOYEES.** The Corporation shall not enter into a contract or transaction in which a non-trustee designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Forest Ranch Charter School Conflict of Interest Policy have been fulfilled.

## **ARTICLE XI LOANS TO TRUSTEES AND OFFICERS**

Section 1. **LOANS TO TRUSTEES AND OFFICERS.** This corporation shall not lend any money or property to or guarantee the obligation of any trustee or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a trustee or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that trustee or officer would be entitled to reimbursement for such expenses of the corporation.

## **ARTICLE XII INDEMNIFICATION**

Section 1. **INDEMNIFICATION.** To the fullest extent permitted by law, this corporation shall indemnify its trustees, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Trustees by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Trustees shall



promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Trustees shall authorize indemnification.

### **ARTICLE XIII**

#### **INSURANCE**

Section 1. **INSURANCE.** This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its trustees, officers, employees, and other agents, to cover any liability asserted against or incurred by any trustee, officer, employee, or agent in such capacity or arising from the trustee's, officer's, employee's, or agent's status as such.

### **ARTICLE XIV**

#### **MAINTENANCE OF CORPORATE RECORDS**

Section 1. **MAINTENANCE OF CORPORATE RECORDS.** This corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board; and
- c. Such reports and records as required by law.

### **ARTICLE XV**

#### **INSPECTION RIGHTS**

Section 1. **TRUSTEES' RIGHT TO INSPECT.** Every trustee shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the trustee's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. **ACCOUNTING RECORDS AND MINUTES.** On written demand on the corporation, any trustee may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Trustees and committees of the Board of Trustees at any reasonable time for a purpose reasonably related to the trustee's interest as a trustee. Any such inspection and copying may be made in person or by the trustee's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the trustees at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any trustee, furnish to that trustee a copy of the articles of incorporation and bylaws, as amended to the current date.

## **ARTICLE XVI REQUIRED REPORTS**

Section 1. ANNUAL REPORTS. The Board of Trustees shall cause an annual report to be sent to itself (the members of the Board of Trustees) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all trustees, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each trustee and furnish to each trustee a statement of any transaction or indemnification of the following kind:

- a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:

- (1) Any trustee or officer of the corporation, its parent, or subsidiary (but mere common trusteeship shall not be considered such an interest);  
or
- (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

## **ARTICLE XVII BYLAW AMENDMENTS**

Section 1. BYLAW AMENDMENTS. The Board of Trustees may adopt, amend or repeal any of these Bylaws by a majority of the trustees present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the Charter that created the Forest Ranch Charter School or make any provisions of these Bylaws inconsistent with that Charter, the corporation's Articles of Incorporation, or any laws.

## **ARTICLE XVIII FISCAL YEAR**

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each year.

### ***Exhibit C*** **Plan for Policy Development**

Charter Development Committees will assess the following list of policies, identify which policies will be needed for the school and will draft needed policies for review and adoption by the Charter School Board.

## **Business and Non-Instruction Operation**

Budget

Budget Planning and Administration

Fees and Charges

Sale and Disposal of Books, Equipment and Supplies

Gifts, Grants, and Bequests

Expenditures/Spending Authority

Purchasing Policies

Bids

Contracts

Payment for Goods and Services

Claims and Actions Against the School

Travel Expenses

Management of School Assets/Accounts

Investing

Inventories

Student Activity Funds

Financial Reports and Accountability

Operations and Maintenance of School

Tobacco-Free Schools/Smoking

Environmental Safety

Hazardous Substances

School Safety and Security

Disruptions

Recovery of Property Loss or Damage

Insurance Management

Food Service

Free and Reduced Lunch Program

Other Food Sales

Program Council Operating Policies

Annual Site Visitation Protocol

## **Personnel Policies**

Affirmative Action

Nondiscrimination in Employment

Recruitment and Selection

Health Examinations

Maintenance of Criminal Offender Records Information

Personnel Records

Assignment/Classification  
Certification  
Contracts  
Scheduling/Hours of Employment  
Promotion/Demotion/Reassignment  
Evaluation/Supervision  
Resignation  
Personnel Reduction  
Dismissal  
Suspension/Disciplinary Action  
Sexual Harassment  
Unauthorized Release of Confidential Information  
Political Activities of Employees  
Duties of Personnel  
Temporary/Substitute Personnel  
Shared Teaching Assignments  
Staff Development  
Soliciting and Selling  
Non-school Employment  
Employee Safety  
Blood-borne Pathogen  
Drug and Alcohol Free Workplace  
Employee Security  
Personal Leaves  
Military Leaves  
Family Care Leave  
Employees with Infectious Disease  
Non-certificated personnel  
Signed Statements  
Employee Use of Technology  
Employment of Relatives

### **Student Policies**

Parents Rights and Responsibilities  
Noncustodial Parents  
Admission and Admissions Preferences  
District Residency  
Absence and Excuses  
Truancy

Work Permits  
Transfers  
Students Expelled from Other Districts  
Grades/Evaluation of Student Achievement  
Promotion/Acceleration/Retention  
Discipline  
Suspension and Expulsion/Due Process  
Communications with Parents/Guardians  
Student Records  
Release of Directory Information  
Withholding Grades, Diploma or Transcripts  
Challenging Student Records  
Graduation Ceremonies and Activities  
Conduct  
Campus Disturbances  
Vandalism, Theft, and Graffiti  
Alcohol and Other Drugs  
Tobacco  
Weapons and Dangerous Instruments  
Dress and Grooming  
Gangs  
Health Care and Emergencies  
Administering Medications  
Infectious Diseases  
Infectious Diseases Prevention  
Tuberculosis Testing  
Health Examinations  
Immunizations  
Head Lice  
Child Health and Disability Prevention Program  
Health and Safety Procedures  
Crossing Guards  
Insurance  
Search and Seizure  
Freedom of Speech/Expression: Publications Code  
Nondiscrimination  
Notifications Required by Law  
Parental Notification  
Sexual Harassment

## **Instruction Policies**

Parent Participation Policy  
Emergencies and Disaster Preparedness Plan  
Ceremonies and Observances  
Curriculum Development and Evaluation  
Recognition of Religious Beliefs and Customs  
Multicultural Education  
Family Life/Sex Education  
AIDS Prevention Instruction  
Comprehensive Health Education  
Courses of Study  
Controversial Issues  
Extracurricular and Co-curricular Activities  
Elementary School Promotion/Standards of Proficiency  
School-Sponsored Trip  
Homework/Make-up Work  
Independent Study  
Individualized Education Plan  
Procedural Safeguards and Complaints  
Non-public Nonsectarian School and Agency  
Services for Special Education  
Behavioral Intervention  
Selection and Evaluation of Instructional Materials  
Supplementary Instructional Materials  
Damaged or Lost Instruction Materials  
Use of Copyrighted materials  
Use of Technology in Instruction  
Student Assessment  
Standardized Testing and Reporting  
Student Study Teams  
Identification and Education Under Section 504  
Identification of Individuals with Exceptional Needs  
Gifted and Talented Student Program  
Education for English Language Learners  
Education for Students of Limited English Proficiency  
Summer School

## **Facilities**

Evaluating Existing Buildings  
Relations with Other Governmental Units  
Methods of Financing

***Exhibit C***

***Services to be contracted with CUSD***

Special Education  
SELPA  
Student Information Services  
Leasing of Facility  
Resource

***Consulting Services***

Payroll - TBD(to be determined) by Board  
Auditor – TBD by Board  
Admin – TBD by Board  
Jerry Simmons – Attorney

***Exhibit D***

***Sample School Calendar***

**Forest Ranch Charter School Academic Calendar**

School Day is 8:20-2:45 for grades 1-6 and 8-12 for K for 167 days. Instructional minutes for K is 36,520. Instructional minutes for 1-3 is 50,630. Instructional minutes for 4-6 is 54,000. Morning recess for all is 20 minutes. Lunch is 40 minutes. Afternoon recess for 1-3 is 20 minutes.

<b>Week:</b>	<b>Notes</b>
Sep 2-5	Sep 1 Labor Day holiday
Sep 8-12	
Sep 15-19	
Sep 22-26	



Sep 29-Oct 3	
Oct 6-10	
Oct 13-17	
Oct 27-31	Oct 31 = parent conf day
Nov 3-7	
Nov 10-14	Nov 11 is Veterans Day holiday
Nov 17-21	
Nov 24-28	Thanksgiving is Nov 27 and 28. CUSD gave whole week off.
Dec 1-5	
Dec 8-12	
Dec 15-19	
Dec 22-26	Winter Recess
Dec 29-Jan 2	Winter Recess
Jan 5-9	
Jan 12-16	
Jan 19-23	MLK holiday Jan 19
Jan 26-30	
Feb 2-6	
Feb 9-13	Feb 9 is Lincoln bday holiday. Note: CUSD gives this week off.
Feb 16-20	Feb 16 is Pres Day holiday
Feb 23-27	
Mar 2-6	
Mar 9-13	
Mar 16-20	
Mar 23-27	
Mar 30-Apr 3	
Apr 6-10	Spring Recess
Apr 13-17	Apr 13 is also Spring Recess
Apr 20-24	
Apr 27-May 1	
May 4-8	
May 11-15	
May 18-22	
May 25-29	Memorial Day May 25
Jun 1-4	4-6 will start at 8:10 on the last day

***Exhibit E***

**Life Skill and Lifelong Guidelines**

**Life Long Guidelines (5):**

Trustworthiness

Truthfulness

Active Listening

No Put-downs

Personal Best: In putting forth our personal best, we rely on the life skills to guide us.

Life Skills (18):

Integrity, Initiative, Flexibility, Perseverance, Organization, Sense of Humor, Effort, Common Sense, Problem Solving, Responsibility, Patience, Friendship, Curiosity, Cooperation, Caring, Courage, Pride, Resourcefulness.