Forest Charter School

470 Searls Avenue
Nevada City, CA 95959

Monthly Charter Council Meeting Agenda

April 16, 2024

5:00 p.m. Regular Session
470 Searls Avenue, Sequoia
Nevada City, CA 95959
Network User ID: FC_Public
Network Password: PineCedar2

10725 Pioneer Trail # 201, Truckee, CA 96161
23221 Foresthill Road, Foresthill, CA 95631
11952 Masters Court, Auburn, CA 95603

Dan Thiem, Chair
Dylan Hendricks, Parent Representative
Amee Medeiros, Parent Representative
Gabriella Stockdale, Parent Representative
Geoffrey Thornton, Parent Representative
Tita Fowler, Secretary

Join the Meeting via Zoom:

https://us02web.zoom.us/j/85408398614?pwd=Y2dzdFBFUXdQTUFxazl3bERnZGlYUT09

Meeting ID: 854 0839 8614

Passcode: 873378

Dial by your location

+1 408 638 0968 US (San Jose)

Meeting ID: 854 0839 8614

Find your local number: https://us02web.zoom.us/u/kb7yu4OPaF

AGENDA:

1. **Call To Order**

2. **Roll Call**

3. **Information/Action: A, B, C, and D may be considered for the Consent Agenda--Meshawn Simmons**
   (E-Attachments)
   - Shall the Consent Agenda be approved?
     A. Adoption of the April 16, 2024 Agenda
     B. March 5, 2024 Charter Council Meeting Minutes *(page 5)*
     C. Contracts *(page 8)*
     D. Warrants (March) *(page 9)*

4. **Discussion: Other**

   This is an opportunity for audience members to address the Council on non-agendized items. Agendized items may be either addressed at this time or when the items come up for discussion.

   The Council cannot discuss or take action on non-agendized items tonight, but items may be agendized at a later Council meeting for discussion and/or action. Public comments are limited to three minutes.

Information/Discussion Items:

5. **Information: Learning Center Updates—Christine Sween, Janice Eggers, Dawn Anthney**

   Christine, Janice, and Dawn will provide learning center updates.

6. **Information: Charter Council Elections–Peter Sagebiel, Dan Thiem**

   Peter and Dan will discuss the upcoming Charter Council elections.

7. **Information: Forest Charter School Local Control & Accountability Plan (LCAP)--Peter Sagebiel**

   Peter will provide the Council with an LCAP update.

8. **Information: Student Achievement—B.J. Hatcher**

   B.J. will provide the Council with an update on student achievement and i-Ready assessment results.

9. **Information: Forest Charter School Budget and Cash Flow–Meshawn Simmons**
   (page 14)
   Meshawn will update the Council on the 23/24 Budget and Cash Flow and 24/25 Adopted Budget.

Action Items:

10. **Action: Forest Charter School Policy Updates—Peter Sagebiel**
    (page 16)
    - Should the Council approve the following school policy updates:
      - Plagiarism-Cheating Policy
      - Incomplete Grades Policy
      - Education for Homeless Children and Youth Policy
      - Title IX, Intimidation, Discrimination, and Bullying Policy
      - Section 504: Policy, Procedures, and Parent Rights Regarding Identification, Evaluation, and Education
      - Education for Foster and Mobile Youth Policy
      - Student Freedom of Speech and Expression Policy
      - Student Use of Technology Policy

11. Action: Forest Charter School New Policies—Peter Sagebiel
(page 76)

- Should the Council approve the following new school policies:
    - Cell Phone Policy
    - General Complaint Policy
    - Nondiscrimination Statement

12. Action: Forest Charter School Job Descriptions—Meshawn Simmons
(page 83)

- Should the Council approve the following job description additions and changes:
    - Administrative Assistant II
    - Administrative Assistant III
    - Enrollment Coordinator
    - Fiscal Manager (new)
    - Front Desk-Office Assistant

13. Action: 2024/25 Forest Charter School Salary Schedules—Meshawn Simmons
(page 90)

- Should the Council approve the 2024/25 Forest Charter School Salary Schedules?

14. Director's Update--Peter Sagebiel

- Political Updates
- ST Review Meetings
- Staffing
- Other

15. Future Agenda Items

- AMIM Block Grant Spending Plan
- Ethics Training for Board
- Administration of Medication Policy

16. Closed Session

The Council will meet in Closed Session in compliance with the Brown Act restrictions to consider qualified matters of litigation, negotiations, student discipline, and/or personnel qualifications that are timely.

- Director's Evaluation

17. Information: Reminder of Future Meetings

2024: 5/14, 6/10*, 6/11**

***Special Meeting/Public Hearing **Budget Meeting**

18. Action: Adjourn

Notice: The agenda was posted at least 72 hours prior to the meeting. The agenda packet and supporting materials, including materials distributed less than 72 hours prior to the

scheduled meeting, can be viewed at the Forest Charter School office – located at 470 Searls Avenue, Nevada City, California. For more information, please call 530-465-4823.

Notice: In compliance with the Americans with Disabilities Act, if you need special assistance to access or participate in this meeting, including auxiliary aids or services, contact the Forest Charter School Board Secretary at 530-265-4823 at least 48 hours before the scheduled Board meeting so that we may make every reasonable effort to accommodate your needs. [G.C. §54953.2, §54954.2(a)(1); Americans with Disabilities Act of 1990, §202 (42 U.S.C. §12132)]

Forest Charter School

Monthly Charter Council Meeting
Minutes – March 5, 2024

5:00 p.m. Regular Session
470 Searls Avenue, Sequoia
Nevada City, CA 95959

Council Members:

Dan Thiem, Community Representative, and Chair
Dylan Hendricks, Parent Representative
Gabriella Stockdale, Parent Representative
Amee Medeiros, Parent Representative
Geoffrey Thornton, Parent Representative
Tita Fowler, Secretary

Minutes

Present: Dan Thiem, Peter Sagebiel, Meshawn Simmons, Mallory Airey (Auburn Campus), Dawn Anthney, Katy Baggett, Janice Eggers (Truckee Campus), B.J. Hatcher, Dylan Hendricks, Amee Medeiros, Gabriella Stockdale, David Stanger (5:05 pm), Christine Sween (Foresthill Campus), Geoffrey Thornton
Absent: Tita Fowler

1. **Call to Order: 5:00 pm**

2. **Roll Call:** Dan Thiem, Peter Sagebiel, Meshawn Simmons, Mallory Airey (Auburn Campus), Dawn Anthney, Katy Baggett, Janice Eggers (Truckee Campus), B.J. Hatcher, Dylan Hendricks, Amee Medeiros, Gabriella Stockdale, David Stanger (5:05 pm), Christine Sween (Foresthill Campus), Geoffrey Thornton

3. **Information/Action: A, B, C, and D may be considered for Consent Agenda—Meshawn Simmons**

   March 5, 2024, Charter Council Agenda, February 6, 2024 Minutes, Contracts, and the Warrants were presented for approval.

   Dylan Hendricks made a motion to approve the consent agenda. Geoffrey Thornton seconded.

   Ayes: Dylan Hendricks, Amee Medeiros, Gabriella Stockdale, Dan Thiem, Geoffrey Thornton
   Nays: None

4. Discussion: Other

None.

Information/Discussion Items:

5. Information: Learning Center Updates—Dawn Anthney (Nevada City), Janice Eggers (Truckee), Christine Sween (Auburn/Foresthill)

Dawn, Janice, and Christine provided the Council with campus highlights including enrollment updates, campus and community CO-OP events and visitors, club updates, and field trips.

6. Information: Director's Evaluation—Dan Thiem

Dan provided the Council with an update on the Director's Evaluation. Survey results have been compiled and Dan will be sending a Board survey out shortly.

7. Information: WASC Update—Peter Sagebiel

Peter informed the Council that the WASC final review yielded a 6 year term renewal with a mid-term visit. Six years is the longest term awarded by WASC which is a great acknowledgement of the quality of our program.

8. Information: Forest Charter School Local Control & Accountability Plan (LCAP)—Peter Sagebiel

Peter provided the Council with an LCAP update. Training on the new template will start next week.

9. Information: Student Achievement—B.J. Hatcher

B.J. updated the Council on student achievement including testing windows and new participation requirements. The next i-Ready window has just closed and campuses are now moving into CAASPP testing.

10. Information: 2023/24 Budget and Cash Flow—Meshawn Simmons

Meshawn updated the Council on enrollment and the 2023/24 Budget and Cash Flow.

Action Items:

11. Action: 2023/24 2nd Interim Budget—Meshawn Simmons

Meshawn reviewed the 2023/24 2nd Interim Budget, Cash Flow and 3-Year Projections.

Dylan Hendricks made a motioned to accept the 2023/24 2nd Interim Budget, Cash Flow and 3-Year Projections. Amee Medeiros seconded.

Ayes: Dylan Hendricks, Amee Medeiros, Gabriella Stockdale, Dan Thiem, Geoffrey Thornton
Nays: None

12. Director's Update--Peter Sagebiel

- Enrollment - Approximately 835. We have long wait lists and strong interest for next year
- Admin Awards - B.J. won the Assistant Director of the Year Award. Thank you for your excellent work over the years. This award was well deserved.
- Teacher Who Makes a Difference - Will announce at the next board meeting
- Other -
    - Board Elections - coming up. There are three Board Member positions expiring 6/2024.
    - Political Updates - Lots coming up in the legislature. There will be more political updates in the coming months
    - Form 700 - Reminder that submissions are due April 1, 2024.

13. Future Agenda Items

- AMIM Block Grant Spending Plan
- Ethics Training for the Board

14. Information: Reminder of Future Meetings

Dates for the 2023/24 Charter Council meetings were set as follows:

2024: 4/16, 5/14, 6/10*, 6/11**

***Special Meeting **Budget Meeting**

15. Action: Adjourn at 5:42 p.m.

Respectfully submitted:

_____ _____

Tita Fowler, Secretary Date

Charter Council Approved:

_____ _____

Dan Thiem, Chair Date

Contracts to be approved: (March 2024)

At-Will:

Stipends:

Hourly:

Capaccioli, Clio	$280.00	Tutor
Capaccioli, Clio	$140.00	Tutor
Brackett, Brittani	$350.00	Tutor
Brackett, Brittani	$560.00	Tutor
Marks, Juli	$315.00	Tutor
Marks, Juli	$262.50	Tutor (x2)
Marks, Juli	$420.00	Tutor

Checks Dated 03/01/2024 through 03/31/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
24-545074	03/01/2024	ABSOLUTE COMM SOLUTIONS	01-5800		526.36
24-545075	03/01/2024	AMAZON.COM AMAZON CAPITAL SERVICES INC	01-4300		5,813.02
24-545076	03/01/2024	B & C ACE HOME CENTER	01-4300		114.40
24-545077	03/01/2024	BRAVE WRITER LLC	01-5800		71.80
24-545078	03/01/2024	EMPLOYMENT DEVELOPMENT DEPT	01-9515		91.26
24-545079	03/01/2024	FOREST CHARTER REVOLVING	01-4300		45.00
24-545080	03/01/2024	JESSE AND/OR ERIN PRIM	01-5220		543.50
24-545081	03/01/2024	JJR Enterprises FILE 2388	01-5600		502.67
24-545082	03/01/2024	LEARNING WITHOUT TEARS	01-4300		61.16
24-545083	03/01/2024	LOGIC OF ENGLISH INC	01-4300	68.05	
			01-5800	6.99	75.04
24-545084	03/01/2024	OFFICE DEPOT	01-4300		36.75
24-545085	03/01/2024	TEACHING TEXTBOOKS INC	01-4300		117.97
24-545086	03/01/2024	YESENIA ANDERSON ANDERSONS STEP IT UP	01-5800		160.00
24-545373	03/08/2024	ALL ABOUT LEARNING PRESS INC	01-4300		234.94
24-545374	03/08/2024	AMAZON.COM AMAZON CAPITAL SERVICES INC	01-4300		2,992.81
24-545375	03/08/2024	ASSOCIATION OF CALIFORNIA SCHOOL ADMINISTRATORS	Cancelled		120.00 *
	Cancelled on 04/10/2024				
24-545376	03/08/2024	AT&T	01-5930		53.50
24-545377	03/08/2024	AUBURN GYMNASTICS CENTER	01-5800		636.00
24-545378	03/08/2024	BALLET REJOICE SCHOOL FOR THE ARTS	01-5800		1,302.00
24-545379	03/08/2024	BENNATIS MARTIAL ARTS	01-5800		169.00
24-545380	03/08/2024	BRUCE MAIRS	01-5800		3,675.15
24-545381	03/08/2024	CARRIE BLANCHE MORRIS DBA MASTERPIECE ART ACADEMY	01-5800		3,545.00
24-545382	03/08/2024	CATHLEEN WHITING	01-5800		667.50
24-545383	03/08/2024	CINDY VOIGT	01-5800		930.00
24-545384	03/08/2024	CLEARFLY	01-5930		457.06
24-545385	03/08/2024	CLEVER MINDS	01-5800		2,105.00
24-545386	03/08/2024	COLLEEN MANUOLA	01-5800		2,855.00
24-545387	03/08/2024	FOREST CHARTER REVOLVING	01-4300		22.50
24-545388	03/08/2024	GOLD MINER PEST CONTROL INC.	01-5800		225.00
24-545389	03/08/2024	HEATHER GROVE	01-5800		1,230.00
24-545390	03/08/2024	HOLT BALLET CONSERVATORY	01-5800		426.85
24-545391	03/08/2024	IMAGINE LEARNING LLC	01-5800		1,300.00
24-545392	03/08/2024	JAN TURTON'S MUSIC	01-5800		115.00
24-545393	03/08/2024	JUANITA MCCREERY	01-5800		1,260.00
24-545394	03/08/2024	JUDSON PIANO STUDIO	01-5800		320.00
24-545395	03/08/2024	KATHRYN NUNN	01-5800		3,620.00
24-545396	03/08/2024	LAKESHORE LEARNING MATERIALS	01-4300		32.50
24-545397	03/08/2024	LEARNING WITHOUT TEARS	01-4300		34.11

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 03/01/2024 through 03/31/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
24-545398	03/08/2024	LOOMIS GATEWAY ACADEMY	01-5802		1,700.00
24-545399	03/08/2024	MARIA ISABEL SANTANA	01-5800		175.00
24-545400	03/08/2024	MINERS HARMONY MUSIC STORE	01-5800		70.00
24-545401	03/08/2024	MOVING BEYOND THE PAGE	01-4300		130.57
24-545402	03/08/2024	NEVADA COUNTY SUPERINTENDENT	01-9514		43,130.22
24-545403	03/08/2024	NORTHERN SIERRA SWIMMING	01-5800		322.00
24-545404	03/08/2024	OFFICE DEPOT	01-4300		130.24
24-545405	03/08/2024	PARAGON PEST CONTROL	01-5800		70.00
24-545406	03/08/2024	PENELOPE SULLIVAN	01-5800		1,120.00
24-545407	03/08/2024	R&B COMMUNICATIONS	01-5800		395.00
24-545408	03/08/2024	Rebecca Gonnella	01-5800		650.00
24-545409	03/08/2024	RICHARD T KIRKPATRICK	01-5800		210.00
24-545410	03/08/2024	SEAN BIANCO	01-5800		140.00
24-545411	03/08/2024	SEBASTIAN	01-5930		179.04
24-545412	03/08/2024	SHIZUMI CRIMI	01-5800		95.00
24-545413	03/08/2024	SINGAPORE MATH INC	01-4300		377.07
24-545414	03/08/2024	SUZIE GEMIGNANI	01-5800		180.00
24-545415	03/08/2024	TAHOE LEARNING	01-5800		60.00
24-545416	03/08/2024	THE CLEANING SOLUTION	01-5800		2,930.00
24-545417	03/08/2024	TRUCKEE DANCE FACTORY	01-5800		300.00
24-545418	03/08/2024	VERIZON	01-5800		38.01
24-545419	03/08/2024	WILD ROOTS LEARNING CENTER LLC	01-5800		981.25
24-545420	03/08/2024	YESENIA ANDERSON ANDERSONS STEP IT UP	01-5800		200.00
24-545421	03/08/2024	YOUNG MINNEY & CORR LLP	01-5802		227.50
24-545825	03/15/2024	AMAZON.COM AMAZON CAPITAL SERVICES INC	01-4300	4,608.92	
			Unpaid Tax	11.90-	4,597.02
24-545826	03/15/2024	CATHY COLLINGS	01-5800		135.00
24-545827	03/15/2024	EZ WAY DRIVING SCHOOL	01-5800		200.00
24-545828	03/15/2024	FOREST CHARTER REVOLVING	01-5210		465.55
24-545829	03/15/2024	IMAGINE LEARNING LLC	01-5800		1,300.00
24-545830	03/15/2024	JJR Enterprises FILE 2388	01-4300	15.00	
			01-5600	242.10	257.10
24-545831	03/15/2024	MELANTHA KNIGHT	01-5220		24.12
24-545832	03/15/2024	MOSA MACK SCIENCE INC	01-5800		575.00
24-545833	03/15/2024	NEVADA CITY BALLET ACADEMY	01-5800		1,982.50
24-545834	03/15/2024	PACIFIC GAS & ELECTRIC COMPANY	01-5510	1,785.34	
			01-5520	2,255.40	4,040.74
24-545835	03/15/2024	PAMELA DAVIS	01-5800		330.00
24-545836	03/15/2024	PHILLIPS SCHOOL OF KUNG FU SAN SOO	01-5800		190.00
24-545837	03/15/2024	REYHA DANCE CENTER	01-5800		750.00
24-545838	03/15/2024	SHERRY TORGERSON	01-5800		150.00

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
24-545839	03/15/2024	SIERRA NEVADA BOULDERING GYM	01-5800		918.00
24-545840	03/15/2024	SOUTH YUBA CLUB INC.	01-5800		150.00
24-545841	03/15/2024	T-MOBILE	01-5800		202.00
24-545842	03/15/2024	TAHOE LEARNING	01-5800		60.00
24-545843	03/15/2024	THE OHMAPI NATURE PROJECT	01-5800		134.00
24-545844	03/15/2024	Time4Learning	01-5800		180.00
24-545845	03/15/2024	TRUCKEE DONNER PUBLIC UTILITY REMITTANCE CENTER	01-5520	641.61	
			01-5540	120.92	762.53
24-545846	03/15/2024	US BANK CORPORATE PAYMENT SYS	01-4300	3,202.91	
			01-5210	150.00	
			01-5800	2,101.01	
			01-5920	33.60	
			Unpaid Tax	91.73-	5,395.79 ✓
24-546212	03/22/2024	ALL ABOUT LEARNING PRESS INC	01-4300		652.52
24-546213	03/22/2024	ALPENGLOW CLEANING INC	01-5800		2,255.00
24-546214	03/22/2024	AMAZON.COM AMAZON CAPITAL SERVICES INC	01-4300		6,124.06 ✓
24-546215	03/22/2024	AT&T	01-5930		29.35
24-546216	03/22/2024	AT&T	01-5930		1,920.38
24-546217	03/22/2024	BALLET REJOICE SCHOOL FOR THE ARTS	01-5800		656.00
24-546218	03/22/2024	CANYON VIEW ASSEMBLY	01-5600		1,500.00
24-546219	03/22/2024	CENTER STAGE DANCE STUDIO	01-5800		548.50
24-546220	03/22/2024	CITY OF NEVADA CITY	01-5540	388.00	
			01-5550	136.36	524.36
24-546221	03/22/2024	CLEVER MINDS	01-5800		2,105.00
24-546222	03/22/2024	COLTON WOOD	01-5800		380.00
24-546223	03/22/2024	COMCAST	01-5930		229.98
24-546224	03/22/2024	DE LAGE LANDEN FINCL SRV INC	01-5600		1,053.73
24-546225	03/22/2024	ELIZABETH BROWN	01-5800		826.00
24-546226	03/22/2024	GPE	01-5400		4,737.00
24-546227	03/22/2024	HAFDIS TRAUSTADOTTIR	01-5800		750.00
24-546228	03/22/2024	IMAGINE LEARNING LLC	01-5800		650.00
24-546229	03/22/2024	K&T MANAGEMENT	01-5600		2,200.00
24-546230	03/22/2024	LANI HERMOSILLO	01-5800		780.00
24-546231	03/22/2024	LITTLE BIRD MUSIC	01-5800		872.00
24-546232	03/22/2024	NEVADA CITY SCHOOL DISTRICT	01-5600		14,583.33 ✓
24-546233	03/22/2024	OAK MEADOW	01-4300		60.35
24-546234	03/22/2024	ORIGO EDUCATION INC	01-4300		32.51
24-546235	03/22/2024	PACIFIC GAS & ELECTRIC COMPANY	01-5510	33.73	
			01-5520	96.63	130.36
24-546236	03/22/2024	PIONEER COMMERCE CENTER	01-5600	1,031.52	
			01-5800	14,401.82	15,433.34 ✓
24-546237	03/22/2024	RAINBOW RESOURCE CENTER	01-4300		484.74

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Checks Dated 03/01/2024 through 03/31/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
24-546238	03/22/2024	TAHOE LEARNING	01-5800		120.00
24-546239	03/22/2024	TEACHING TEXTBOOKS INC	01-5800		72.95
24-546240	03/22/2024	THE OHMAPI NATURE PROJECT	01-5800		225.00
24-546241	03/22/2024	WASTE MANAGEMENT	01-5570		311.02
24-546242	03/22/2024	WAVE	01-5930		104.87
24-546243	03/22/2024	WILD ROOTS LEARNING CENTER LLC	01-5800		641.25
24-546536	03/29/2024	AMAZON.COM AMAZON CAPITAL SERVICES INC	01-4300	6,498.70	
			01-5920	2.00-	6,496.70
24-546537	03/29/2024	ANTHNEY, DAWN R	01-5210		255.28
24-546538	03/29/2024	ASSOC OF CA SCHL ADMIN NV CNTY	01-5800		120.00
24-546539	03/29/2024	B & C ACE HOME CENTER	01-4300		86.45
24-546540	03/29/2024	Bonnie Wiesz	01-5800		630.00
24-546541	03/29/2024	CAMPE, LUCAS	01-5210		32.33
24-546542	03/29/2024	CATHLEEN WHITING	01-5800		967.50
24-546543	03/29/2024	COCO'S ICE CREAMERY LLC	01-4300		20.00
24-546544	03/29/2024	ELIZABETH BROWN	01-5800		189.00
24-546545	03/29/2024	FOREST CHARTER REVOLVING	01-4300		90.00
24-546546	03/29/2024	GOLD COUNTRY GYMNASTICS	01-5800		184.00
24-546547	03/29/2024	HOLT BALLET CONSERVATORY	01-5800		510.73
24-546548	03/29/2024	JAN TURTON'S MUSIC	01-5800		115.00
24-546549	03/29/2024	JJR Enterprises FILE 2388	01-4300	461.17	
			01-5600	333.59	794.76
24-546550	03/29/2024	KAREN HOLLAND STEAD	01-5800		120.00
24-546551	03/29/2024	LEARNING WITHOUT TEARS	01-4300		91.71
24-546552	03/29/2024	LITTLE BIRD MUSIC	01-5800		717.00
24-546553	03/29/2024	MINERS HARMONY MUSIC STORE	01-5800		105.00
24-546554	03/29/2024	NEVADA COUNTY CHARTER SERVICES AUTHORITY	01-5100		183,170.33
24-546555	03/29/2024	NEW STAGE EDUCATION INC	01-5800		6,230.00
24-546556	03/29/2024	QUINE, GEOFFREY C	01-5210		260.62
24-546557	03/29/2024	RAINBOW RESOURCE CENTER	01-4300		438.80
24-546558	03/29/2024	RICHARD T KIRKPATRICK	01-5800		140.00
24-546559	03/29/2024	SEAN BIANCO	01-5800		140.00
24-546560	03/29/2024	SINGAPORE MATH INC	01-4300		481.09
24-546561	03/29/2024	SOUTHWEST GAS CORPORATION	01-5510		653.59
24-546562	03/29/2024	SPD MARKET- NEVADA CITY	01-4700	11.96	
			01-5920	325.12	337.08
24-546563	03/29/2024	TEACHING TEXTBOOKS INC	01-5800		91.90
24-546564	03/29/2024	WAXIE SANITARY SUPPLY	01-4300		341.06
24-546565	03/29/2024	YESENIA ANDERSON ANDERSONS STEP IT UP	01-5800		220.00
		Total Number of Checks	**146**		**378,121.63**

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 03/01/2024 through 03/31/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount

	Count	Amount
Cancel	1	120.00
Net Issue		378,001.63

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	FOREST CHARTER	145	378,105.26
	Total Number of Checks	145	378,105.26
	Less Unpaid Tax Liability		103.63-
	Net (Check Amount)		**378,001.63**

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

CASH FLOW REPORT

District **Forest Charter School**
FISCAL YEAR: **2023/2024**
REPORT PERIOD: **Second Interim Budget**

Date actuals are posted through:

		July	August	September	October	November	December	January	February	March	April	May	June	Total Cash	Current Year Accrual	STRS On-Behalf / Other Non-Cash	Total Activity	Current Budget
BEGINNING CASH BALANCE / BFB		3,060,757	2,914,286	2,586,691	3,489,075	3,610,673	3,531,522	3,668,560	3,300,367	3,619,494	4,155,525	3,713,406	3,272,688					3,060,757
RECEIPTS																		
Principal Apportionment	8011-8019	267,656	267,656	1,121,369	481,780	481,780	1,121,369	481,780	*297,886*	*1,175,695*	*497,661*	*497,661*	*1,238,409*	**7,930,701**	186,390	0	8,117,091	8,117,091
Property Taxes	8020-8099											*0*	*739,598*	**739,598**	739,598	0	1,479,196	1,479,196
Federal	8100-8299	0	0	0	21,706	0	0	15,294	37,450	24,253	0	0	226,767	**325,469**	-61,702	0	263,767	263,767
State	8300-8599	3,050	3,050	5,490	231,065	30,178	81,199	5,490	*5,615*	*67,547*	*1,400*	*1,400*	*224,063*	**659,547**	-35,523	348,657	972,681	972,681
Local	8600-8799	26,542	26,504	58,891	47,736	106,117	55,236	48,947	*43,320*	*43,694*	*51,480*	*52,882*	*64,299*	**625,648**	22,920	0	648,568	648,568
Interfund Transfers In	8910-8929													**0**	0	0	0	0
All Other	8930-8979													**0**	0	0	0	0
TOTAL RECEIPTS		**297,248**	**297,210**	**1,185,750**	**782,287**	**618,075**	**1,257,804**	**551,511**	**384,271**	**1,311,189**	**550,540**	**551,942**	**2,493,136**	**10,280,963**	**851,683**	**348,657**	**11,481,303**	**11,481,303**
DISBURSEMENTS																		**Budget**
Cert Salaries	1000-1999	**53,707**	**214,819**	**381,073**	**382,780**	**381,292**	**384,693**	**380,631**	**380,272**	**380,238**	*379,335*	*379,335*	*379,333*				4,077,507	4,076,604
Classified Salaries	2000-2999	**40,768**	**66,952**	**89,372**	**93,312**	**94,003**	**93,879**	**82,378**	**101,132**	**92,241**	*91,803*	*91,803*	*91,803*				1,029,446	1,029,008
Employee Benefits	3000-3999	**32,938**	**87,597**	**139,316**	**143,235**	**147,854**	**143,169**	**138,569**	**138,774**	**137,355**	*136,805*	*136,805*	*136,805*			348,657	1,867,878	1,867,334
Books/Supplies	4000-4999	**1,526**	**4,724**	**95,733**	**38,241**	**26,605**	**21,317**	**12,807**	**34,089**	**33,913**	*39,035*	*39,035*	*39,035*				386,058	391,797
Services	5000-5999	**422,923**	**282,596**	**479,151**	**159,603**	**103,250**	**547,782**	**308,983**	**296,526**	**300,891**	*345,682*	*345,682*	*345,682*				3,938,750	3,983,542
Capital Outlay	6000-6599																	0
Other Outgo	7000-7499																	0
Interfund Transfers Out	7600-7629																	0
All Other Uses	7630-7699																	0
TOTAL DISBURSEMENTS		**551,862**	**656,688**	**1,184,644**	**817,171**	**753,004**	**1,190,838**	**923,368**	**950,792**	**944,638**	**992,660**	**992,660**	**992,658**	**0**	**0**	**348,657**	**11,299,639**	**11,348,285**
ASSET/LIABILITY TRANSACTIONS																		
Revolving Cash	9130																	
Cash Awaiting Deposit	9140																	
Accounts Receivable	9200-9299	**5,557**		**887,733**	**427,542**	**47,966**	**63,395**		**872,408**	**161,404**								
Due From Other Funds	9310																	
Stores	9320																	
Prepaid Expenditures-PY	9330	**249,345**	**12,627**															
Prepaid Expenditures-CY	9330																	
Other Current Assets	9340																	
TOTAL ASSETS		**254,902**	**12,627**	**887,733**	**427,542**	**47,966**	**63,395**	**0**	**872,408**	**161,404**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Accounts Payable-PY	9500-9599	**-146,759**	**19,255**	**13,545**	**-271,059**	**7,811**	**6,677**	**3,664**	**13,240**	**8,076**				-345,548	345,548	0	0	
Accounts Payable-CY	9500-9599													0	0	0	0	0
Use Tax Payable-PY	9508													0	0	0	0	0
Use Tax Payable-CY	9508													0	0	0	0	0
Due to Other Funds	9610													0	0	0	0	0
Current Loan (TRANS)	9640													0	0	0	0	0
Deferred Revenue-PY	9650													0	0	0	0	0
Deferred Revenue-CY	9650													0	0	0	0	0
Suspense Clearing	9910													0	0	0	0	0
TOTAL LIABILITIES		**-146,759**	**19,255**	**13,545**	**-271,059**	**7,811**	**6,677**	**3,664**	**13,240**	**8,076**	**0**	**0**	**0**	**-345,548**	**345,548**	**0**	**0**	**0**
TOTAL INCREASE (DECREASE)		**-146,471**	**-327,596**	**902,385**	**121,598**	**-79,151**	**137,038**	**-368,193**	**319,127**	**536,032**	**-442,120**	**-440,718**	**1,500,478**			**0**		**3,193,775**
ENDING CASH BALANCE		**2,914,286**	**2,586,691**	**3,489,075**	**3,610,673**	**3,531,522**	**3,668,560**	**3,300,367**	**3,619,494**	**4,155,525**	**3,713,406**	**3,272,688**	**4,773,166**					**133,018**

133018

FOREST CHARTER SCHOOL FY 23-24

		Fiscal Year 2023/24 Through March 2024		
Object	**Description**	**Revised Budget**	**Revenue**	**% Rcvd**
	Total Year To Date Revenues	**11,481,303.00**	**6,747,589.87**	**59%**

Object	**Description**	**Revised Budget**	**Actual**	**% Used**
	Total Certificated Salaries	**4,076,604.00**	**3,100,321.72**	**76%**
	Total Classified Salaries	**1,031,999.00**	**788,317.99**	**76%**
	Total Employee Benefits	**1,871,851.00**	**1,165,177.70**	**62%**
Books and Supplies				
4300	MATERIALS AND SUPPLIES	364,297.00	258,736.01	71%
4400	NON CAPITALIZED EQUIPMENT	12,500.00	5,694.76	46%
4700	FOOD	15,000.00	8,174.14	54%
	Total Books and Supplies	**391,797.00**	**272,604.91**	70%
Services and Other Operating Expenditures				
5100	SUBAGREEMENTS FOR SERVICES	2,096,715.00	1,738,641.39	83%
5210	CONFERENCE	12,500.00	9,578.52	77%
5220	MILEAGE REIMBURSEMENT	4,000.00	2,888.70	72%
5300	DUES AND MEMBERSHIPS	20,000.00	2,534.24	13%
5400	INSURANCE	65,000.00	64,070.00	99%
5510	GAS HEATING/FUEL	12,500.00	10,204.67	82%
5520	ELECTRICITY	25,000.00	22,035.05	88%
5540	WATER	9,000.00	4,008.46	45%
5550	SEWER	1,500.00	545.44	36%
5570	GARBAGE	6,000.00	3,287.98	55%
5600	RENT,LEASES,REPAIRS/NON CAP	455,000.00	337,986.36	74%
5800	PROF/CONSUL/SVCS/OP EXPENSE	880,901.00	604,564.07	69%
5801	ADVERTISING	5,000.00	1365.97	27%
5802	LEGAL FEES	20,000.00	29,994.00	150%
5806	DATA PROCESSING SERVICES	72,000.00	54,000.76	75%
5840	FINGERPRINTING	1,000.00	630	63%
5850	OVERSIGHT	95,963.00	1,577.00	2%
5852	BUSINESS SERVICES	95,963.00	1,577.00	2%
5920	POSTAGE/SHIPPING (OUT)	5,000.00	2,778.97	56%
5930	TELEPHONE	100,000.00	28,201.18	28%
5940	INTERNET	500		0%
	Total Services and Other Operating Expenditures	**3,983,542.00**	**2,920,470.76**	73%
	Total Year To Date Expenditures	**11,355,793.00**	**8,246,893.08**	73%

Generated for Tita Fowler (TFOWLER), Apr 11 2024 10:19AM

Section: 600
Policy: 013
FCS Council Adopted: April 2008
FCS Council Approved/Revised: February 6, 2018
FCS Council Approved/Revised: April 16, 2024

Plagiarism/Cheating Policy

Rationale

Forest Charter School wants to support students in creating original ideas. When a student uses another person's thoughts or ideas, that student is not engaged in learning. In order to support student learning, Forest Charter School has adopted the following policy.

Policy

- Plagiarism and/or cheating is not allowed under any circumstances.
- The different degrees of plagiarism/cheating, as well as the number of instances that have occurred, can impact the disciplinary response from Forest Charter School.
- These disciplinary measures may include, but are not limited to, one or some combination of the following:
    - A lesson or project on what plagiarism/cheating is
    - Discussion with parents
    - Review Board meeting
    - Make up the assignment for a lower grade
    - Special assignment
    - A failing or zero grade on the assignment
    - A failing grade in the class
    - Removal from the class
- **FCS acknowledges that the student use of AI is complex and evolving: using AI without ethical citation is in violation of FCS plagiarism policy.**

Plagiarism Definition:

Plagiarism consists of using ideas, thoughts, or words (i.e. phrases or sentences) that are someone else's without giving documented credit to that person.

Incomplete Grades Policy

Rationale

Forest Charter School wishes to maintain a standard of earning 2.5 or 5 credits as reflected in the Earned Credits policy. However, it is acknowledged that unforeseeable circumstances arise. Therefore, in order to support students during difficult times, Forest Charter School has adopted the following policy.

Policy

- The ~~teacher and/or~~ Supervising Teacher should determine if an Incomplete is appropriate for the student. This determination should be made in conjunction with the block class teacher if the Incomplete is being requested for that class.
- The ST must get approval to offer an ~~i~~Incomplete from the Academic Dean or designee.
- An Incomplete should only be offered for an unusual circumstance and not because the student simply didn't finish the assigned work.
- ~~Student has up to one year to resolve the Incomplete. ¶~~
- ~~NOTE: The ST/admin may establish an earlier due date at their discretion.~~First semester: Forest Charter School will grant a maximum of six weeks after the last day of the first semester (including holidays/school breaks) for a student to turn in missing work.
- Second semester: Forest Charter School will allow the student to turn in missing work by the first day of school for the following school year.
- NOTE: The Academic Dean or designee may establish an earlier or a later due date at their discretion based on the circumstances of the situation.
- If the work has not been resolved by the established deadline, the Incomplete will revert to the original grade, and late work can no longer be turned in to change the grade.
- Whenever possible, the ST should talk to the Academic Dean or designee at least one month before the end of the semester about any students who may need an Incomplete.

The Forest Charter School Charter Council Board ("FCS" or the "Charter School") desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging State academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

Definition of Homeless Children and Youth

The term "*homeless children and youth*" means individuals who lack a fixed, regular and adequate nighttime residence and includes children and youth who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;

3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or

4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of "homeless."

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

Charter School Liaison

The Executive Director designates the following staff person as the Charter School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

B.J. Hatcher
470 Searls Ave.
Nevada City, CA 95959
(530) 265-4823

The Charter School Liaison shall ensure that the following requirements are fulfilled by the Charter School (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by Charter School personnel, through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.

2. Homeless students enroll in and have a full and equal opportunity to succeed at FCS.

3. Homeless students and families receive educational services for which they are eligible, including: services through Head Start programs (including Early Head Start programs) under the Head Start Act; early intervention services under part C of the Individuals with Disabilities Education Act ("IDEA"); any other preschool programs administered by FCS, if any; and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services.

4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.

5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.

6. Enrollment/admissions disputes are mediated in accordance with law, FCS charter, and Board policy.

7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.

8. Charter School personnel providing services receive professional development and other support.

9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.

10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

The California Department of Education ("CDE") publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: https://www.cde.ca.gov/sp/hs/

Enrollment

The Charter School will work with homeless students and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a homeless student's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

FCS shall immediately admit/enroll the student for which the Charter School is a School of Origin. "School of Origin" means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

FCS shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to the Charter School's capacity and pursuant to the procedures stated in the FCS charter and Board policy. A homeless youth who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

The youth shall be immediately enrolled even if the student lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the student needs to obtain immunizations or does not possess immunization or other medical records, the Executive Director or designee shall refer the parent/guardian to the Charter School Liaison. The Charter School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

A homeless youth may remain in the student's school of origin for the entire period for which the youth is homeless. Homeless students have the right to remain in their school of origin following the termination of the child's status as a homeless student as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.

2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

Enrollment Disputes

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to Charter School's capacity and pursuant to the procedures stated in the Charter School charter and Board policy), pending final resolution of the dispute, including all available appeals. The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. The parent/guardian shall also be referred to the Charter School Liaison. The Charter School Liaison shall carry out the Board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

Housing Questionnaire

FCS shall administer a housing questionnaire for purposes of identifying homeless children and youth. FCS shall ensure that the housing questionnaire is based on the best practices developed by the CDE. FCS shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at FCS. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in the primary language other than English spoken by fifteen (15) percent or more of the students enrolled at FCS and shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. FCS shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

Comparable Services

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in FCS such as (42 U.S.C. § 11432(g)(4)):

- Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
- Programs in vocational and technical education

Transportation

In the event that FCS provides transportation services to all FCS students, FCS shall provide comparable transportation services to each homeless child or youth attending FCS, as noted above. (42 U.S.C. § 11432(g)(4).)

If FCS does not otherwise provide transportation services to all FCS students, FCS shall ensure that transportation is provided for homeless students to and from FCS, at the request of the parent or guardian (or Charter School Liaison), if FCS is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J).) Transportation provided by FCS will be adequate and appropriate for the Student's situation, but FCS does not commit to any one method of transportation for all youth.

Professional Development

All administrators, teachers and employees of FCS, including the Charter School Liaison, will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. The Charter School Liaison will verify that the Charter School is providing the required training to school personnel providing services to youth experiencing homelessness at least annually through the CDE's verification system. (Education Code Section 48852.5(c)(2).)

The Charter School Liaison shall offer training to FCS certificated and classified employees providing services to students experiencing homelessness, including, but not limited to, teachers, support staff, and other school staff who work with pupils, at least annually relating to:

(1) FCS's homeless education program policies; and
(2) Recognition of signs that pupils are experiencing, or are at risk of experiencing, homelessness.

The Charter School Liaison shall inform such employees of the availability of training and the services the Charter School Liaison provides to aid in the identification and provision of services to students who are experiencing, or are at risk of experiencing, homelessness.

High School Graduation Requirements

Homeless students who transfer to the FCS any time after the completion of their second year of high school shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless FCS makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, the length of the student's school enrollment, or, for pupils with significant gaps in school attendance, the pupil's age as compared to the average age of pupils in the third or fourth year of high school may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the

student, the student's educational rights holder, and the Charter School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify and consult with students who are exempted from the Charter School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption.

If a homeless student who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH and the student at one time qualified for the exemption, even if the student is no longer homeless.

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's additional graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Consult with the student and the ERH regarding the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.

2. Consult with the student, and the ERH for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.

3. Consult with and provide information to the student about transfer opportunities available through the California Community Colleges.

4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the ERH.

5. Consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a homeless student **is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5^{th}) year to complete the statewide coursework requirements. Charter School shall consult with the homeless student and the ERH regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.

2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a institution of higher education.

3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.

4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a homeless student is **not** eligible for an exemption in the year in which the pupil transfers between schools, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the ***following*** academic year, Charter School shall reevaluate eligibility;

2. Provide written notice to the pupil, the ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation , based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.

3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the ERH of the pupil's options to:
    i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, **or**
    ii. Upon agreement with the ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

Reporting Requirements

Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data.

Acceptance of Course Work

The Charter School will accept any coursework satisfactorily completed at any public school, a

juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Notice

For any homeless student who seeks enrollment at the Charter School, written notice will be provided to the parent/guardian at the time of enrollment and at least annually while the student is enrolled at the Charter School.

Annual Policy Review

The Charter School shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school. FCS's review of its homeless education program policies shall use resources developed by the CDE and posted on the CDE's internet website and resources developed by homeless education technical assistance centers established using funding from the American Rescue Plan Act of 2021.

School Website Posting

FCS shall ensure that the following information is posted, and updated as necessary, on its internet website:

- The name and contact information of the Charter School Liaison(s) for homeless children and youths.
- The contact information of any employee or contractor that assists the Charter School Liaison in completing the Liaison's duties.
- Specific information regarding the educational rights and resources available to persons experiencing homelessness.

Complaints of Noncompliance

A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available on the Charter School's website.

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TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Forest Charter School ("FCS" or the "Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means, and all acts of the Charter School's Charter Council ("Board") in enacting policies and procedures that govern the Charter School.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. FCS school staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom FCS does business, or any other individual, student, or volunteer. This Policy applies to all employee, student, and volunteer actions and relationships, regardless of position or gender. FCS will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. FCS complies with all applicable state and federal laws and regulations and local

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ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):

Peter Sagebiel
Executive Director
470 Searls Ave.
Nevada City, CA 95959
(530) 265-4823
psagebiel@forestcharter.com

Definitions

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected basis.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. Part 106) and California state law prohibit discrimination and harassment on the basis of sex. Under Title IX, "sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
- "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

In accordance with Title IX and California law, discrimination and harassment on the basis of sex in education institutions, including in the education institution's admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by FCS.

FCS is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the

Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against themselves or against another individual.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
    - Rape, sexual battery, molestation or attempts to commit these assaults.
    - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.

- Unwanted sexual advances, propositions or other sexual comments, such as:
    - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
    - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
    - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.

- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
    - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.

- Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy.

Prohibited Bullying

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student [1] or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
3. Causing a reasonable student to experience a substantial interference with the student's academic performance.
4. Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by FCS.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:

[1] "Reasonable student" is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.

a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

3. An act of "Cyber sexual bullying" including, but not limited to:
   a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
   b. "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in FCS's education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that FCS investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, a complainant must be participating in or attempting to participate in FCS's education program or activity.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

FCS has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. Cyberbullying Prevention Procedures

FCS advises students:

a. To never share passwords, personal data, or private photos online.
b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
d. To consider how it would feel receiving such comments before making comments about others online.

FCS informs Charter School employees, students, and parents/guardians of FCS's policies regarding the use of technology in and out of the classroom. FCS encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

FCS employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. FCS advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at FCS and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

FCS's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

FCS informs FCS employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

3. Professional Development

FCS annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other FCS employees who have regular interaction with students.

FCS informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by FCS, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth ("LGBTQ") and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

FCS encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for FCS's students.

Grievance Procedures

1. Scope of Grievance Procedures

FCS will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

a. Are written and signed;
b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
c. Submitted to the FCS UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, FCS will utilize the following grievance procedures in addition to its UCP when applicable.

2. Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Peter Sagebiel
Executive Director
470 Searls Ave.
Nevada City, CA 95959
(530) 265-4823
psagebiel@forestcharter.com

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. FCS will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Executive Director, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

FCS acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

FCS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this

Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff, and any individual designated as a coordinator, investigator or decision-maker and any person who facilitates an informal resolution process will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

3. Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to FCS's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or FCS's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. FCS will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of FCS to provide the supportive measures.

4. Investigation and Response

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of FCS, the Coordinator (or administrative designee) will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator (or administrative designee) determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator (or administrative designee) will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to

resolve the incident/situation. However, the Coordinator (or administrative designee) will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
    - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
        - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
        - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
        - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
        - A statement that FCS prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
    - FCS may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with FCS's policies.
    - FCS may remove a respondent from FCS's education program or activity on an emergency basis, in accordance with FCS's policies, provided that FCS undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
    - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
    - If a formal complaint of sexual harassment is filed, FCS may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If FCS offers such a process, it will do the following:
        - Provide the parties with advance written notice of:
            - The allegations;
            - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;

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        - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
        - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
    - Obtain the parties' advance voluntary, written consent to the informal resolution process.
  - FCS will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
  - The decision-maker will not be the same person(s) as the Coordinator or the investigator. FCS shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
  - In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete. The Title IX process, including informal resolution, opportunities to respond, and determination of responsibility may take up to ninety (90) calendar days or longer, depending on the complexity of the investigation and the issues raised.
  - The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
  - The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
  - A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
  - Prior to completion of the investigative report, FCS will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
  - The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
  - If the investigation reveals that the alleged harassment did not occur in FCS's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct

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must be dismissed. However, such a dismissal does not preclude action under another applicable FCS policy.

- FCS may dismiss a formal complaint of sexual harassment if:
  - The complainant provides a written withdrawal of the complaint to the Coordinator;
  - The respondent is no longer employed or enrolled at FCS; or
  - The specific circumstances prevent FCS from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
- If a formal complaint of sexual harassment or any of the claims therein are dismissed, FCS will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.

- Determination of Responsibility
  - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
  - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
  - FCS will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
    - The allegations in the formal complaint of sexual harassment;
    - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
    - The findings of facts supporting the determination;
    - The conclusions about the application of FCS's code of conduct to the facts;
    - The decision and rationale for each allegation;
    - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
    - The procedures and permissible bases for appeals.

5. Consequences

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from FCS or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by FCS in response to a formal complaint of sexual harassment.

6. Right of Appeal

Should the reporting individual find FCS's resolution unsatisfactory for complaints within the scope of this Policy, other than formal sexual harassment, the reporting individual may, within five (5) business days of notice of FCS's decision or resolution, submit a written appeal to the Chair of the FCS Board, who will review the investigation and render a final decision.

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The following appeal rights and procedures will apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and FCS will implement appeal procedures equally for both parties.
- Within five (5) business days of FCS's written decision or dismissal of the complaint, the complainant or respondent may submit a written appeal to the Coordinator.
- The decision-maker(s) for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decision-maker(s).
- The complainant and respondent may appeal from a determination regarding responsibility, and from FCS's dismissal of a formal complaint or any allegations therein, on the following bases:
    - Procedural irregularity that affected the outcome of the matter;
    - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
    - The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- FCS will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will: 1) give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; 2) issue a written decision describing the result of the appeal and the rationale for the result; and 3) provide the written decision simultaneously to both parties.

7. Recordkeeping

All records related to any investigation of complaints under this Policy are maintained in a secure location.

FCS will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

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FOREST CHARTER SCHOOL
TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present:

_____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____

_____

_____

_____

I hereby authorize FCS to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination or expulsion from the Charter School.

_____ Date: _____
Signature of Complainant

_____
Print Name

To be completed by the Charter School:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____
4865-0092-2159, v. 4

Section 504: Policy, Procedures, and Parent Rights Regarding Identification, Evaluation and Education

A. SECTION 504 POLICY

The Charter Council Board of the Forest Charter School ("FCS" or "Charter School") recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education ("FAPE") and its legal responsibility to ensure that "no qualified person with a disability shall, solely by reason of their disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." This Policy and the related administrative regulation has been developed to ensure the implementation of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and its implementing regulations as amended, which pertains to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a FAPE.

Under Section 504, individuals with physical or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services designed to meet their individual needs as adequately as the needs of nondisabled students are met. Major Life Activities include functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working, as well as the operation of a major bodily functions, including functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Students may be disabled and entitled to services under Section 504 even though they are not eligible for services pursuant to the Individuals with Disabilities Education Act Improvement Act of 2004 ("IDEA").

The Charter School's Executive Director or designee shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEA) that student will be evaluated under this policy's corresponding procedures.

A Section 504 Team will be convened to determine the student's need for regular or special education and/or related aids and services. The 504 Team will include persons knowledgeable about the Section 504 standards, the student's individual needs and school history, the meaning of evaluation data, and

placement options. The student's parent/guardian shall be invited to participate in this 504 Team and shall receive notice of procedural safeguards guaranteed by law.

If FCS does not assess a student after a parent has requested an assessment, the Charter School shall provide notice of the parent's/guardian's procedural safeguards. FCS shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of the 504 plan and shall receive notice of procedural safeguards guaranteed by law. FCS shall periodically review the student's progress and placement.

The Charter School does not discriminate on the basis of disability or any other characteristic protected under law. FCS will implement this policy through its corresponding procedures.

B. SECTION 504 PROCEDURES

A. Definitions

1. **Academic Setting** – the regular, educational environment operated by FCS.

2. **Individual with a Disability under Section 504** – An individual who:

   a. has a physical or mental impairment that substantially limits one or more major life activities;
   b. has a record of such an impairment; or
   c. is regarded as having such an impairment.

3. **Evaluation –** procedures used to determine whether a student has a disability as defined within these Procedures, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or procedures used with, all students in a school, grade or class.

4. **504 Plan** – is a plan developed to identify and document the student's needs for regular or special education and related aids and services for participation in educational programs, activities, and school–sponsored events.

5. **FAPE** – the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.

6. **Major Life Activities** - Functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions.

7. **Physical or Mental Impairment** –

   a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or

   b. Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

8. **504 Coordinator** – FCS shall designate a Section 504 Coordinator at each of the Learning Centers. The parents or guardians may request a Section 504 due process hearing from or direct any questions or concerns to the Section 504 Coordinator at their Learning Center. If unable to find their closest 504 Coordinator, contact the main office at (530) 265-4823.

9. **Has a record of such an impairment** - means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

10. **Is regarded as having an impairment** - means

   a. An individual meets the requirement of 'being regarded as having such an impairment' if the individual establishes that they have been subjected to an action prohibited under this Act because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

   b. Being regarded as having an impairment shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.

B. Referral, Assessment and Evaluation Procedures

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1. FCS will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and services.

2. A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student's file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another Charter School employee will be forwarded to the Section 504 Coordinator.

3. The Charter School has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who have or may have a disability are referred to the Section 504 Coordinator so that the assessment process is initiated.

4. The 504 Team convened by the Section 504 Coordinator will be composed of the student's parents/guardians and other persons knowledgeable about the student (such as the student's regular education teachers), the student's school history, the student's individual needs (such as a person knowledgeable about the student's disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.

5. The 504 Team shall promptly consider the referral and determine what assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.

6. The 504 Team will consider the following information in its evaluation of the student:

    a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;

    b. Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and

    c. Tests are selected and administered so as to best ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills

are the factors that the test purports to measure.)

7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a FAPE. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.

8. Mitigating measures cannot be considered when evaluating whether or not a student has a substantially limiting impairment. Mitigating measures could include medications, prosthetic devices, assistive devices, or learned behavioral or adaptive neurological modifications a student uses to eliminate or reduce the effects of an impairment.

9. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.

10. If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

C. 504 Plan

1. When a student is identified as having a disability within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a FAPE.

2. The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.

3. For each identified eligible student, the 504 Team will develop a 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the eligible student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.

4. The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary for the student and, if appropriate, provided a

copy of the 504 Plan. A copy of this plan shall be kept in the student's cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.

5. The eligible student shall be placed in the regular education environment unless it is demonstrated that the student's needs cannot be met in the regular education environment with supplementary aids and services. The student shall be educated with students who are not disabled to the maximum extent appropriate to their individual needs.

6. The referral, assessment, evaluation and placement process will be completed within a reasonable time. It is generally not reasonable to exceed fifty (50) school days in completing this process.

7. The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.

8. If the 504 Team determines that the student has a disability but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a person with a disability under Section 504 and shall state the basis for the decision that no special services are presently needed.

9. The 504 Plan shall include a schedule for annual review of the student's needs and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.

10. FCS shall immediately implement a student's prior 504 Plan, when a student enrolls at the Charter School. Within thirty (30) calendar days of starting school, FCS shall schedule a 504 Team meeting to review the existing 504 Plan. FCS shall request a copy of the prior 504 plan from both the prior school and the parent/guardian.

11. A parent, guardian, or FCS shall have the right to audio record the proceedings of any team meetings held pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794). The parent or guardian or FCS shall notify the members of the team of the parent's, guardian's, or FCS's intent to audio record a meeting at least 24 hours before the meeting. If FCS initiates the notice of intent to audio record a meeting and the parent or guardian objects or refuses to attend the meeting because it will be audio recorded, the meeting shall not be audio recorded.

D. Review of the Student's Progress

1. The 504 Team shall monitor the progress of the eligible student and the effectiveness of the student's 504 Plan. According to the review schedule set out in the student's 504 Plan, the 504 Team shall annually determine whether the services and modifications are appropriate.

2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.

E. Procedural Safeguards

1. Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their rights to:

- Examine relevant records
- Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
- Have the right to file a Uniform Complaint pursuant to Charter School policy
- Seek review in federal court if the parents/guardians disagree with the hearing decision.

2. Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be made to the main office:

470 Searls Ave., Nevada City, CA 95959
(530)265-4823

Notifications shall also advise that reimbursement for attorney's fees is available only as authorized by law.

3. The Executive Director or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with FCS or any district within the Nevada County SELPA or the Nevada County Office of Education in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

4. If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, the parent/guardian may request a hearing to initiate due process procedures. The parent/guardian shall set forth in writing their request for a hearing. A request for hearing should include:

- The specific decision or action with which the parent/guardian disagrees.
- The changes to the 504 Plan the parent/guardian seeks.
- Any other information the parent/guardian believes is pertinent.

5. Within five (5) calendar days of receiving the parent/guardian's request for a hearing, the Charter School may offer the parent/guardian an optional alternative dispute resolution process. However, the timeline for the hearing shall remain in effect unless it is extended by mutual written agreement of the parent/guardian and the Charter School. Alternative dispute resolution options include:

- Mediation by a neutral third party.
- Review of the 504 Plan by the Executive Director or designee.

6. Within ten (10) calendar days of receiving the parent/guardian's request, the Executive Director or designee shall select an impartial hearing officer. These 10 days may be extended for good cause or by mutual agreement of the parent/guardian and Executive Director.

7. Within thirty-five (35) calendar days of the selection of the hearing officer, the due process hearing shall be conducted. These thirty-five (35) calendar days may be extended for good cause or by mutual agreement of the parent/guardian and Executive Director.

8. The parent/guardian and the School shall be afforded the rights to:

- Be accompanied and advised by counsel and by individuals with special knowledge or training related to the individual needs of students who are qualified as having a disability under Section 504.
- Present written and oral evidence.
- Question and cross-examine witnesses.
- Receive written findings by the hearing officer.

9. The hearing officer shall issue a written decision within ten (10) calendar days of the hearing.

10. If desired, either party may seek a review of the hearing officer's decision by a federal court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.

11. FCS shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

F. Suspension and Expulsion, Special Procedures for Students with Disabilities

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FCS shall follow the suspension and expulsion policy and procedures as set forth in the charter. A student who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. FCS will follow Section 504 and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

1. Services During Suspension

   Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's 504 Plan; and receive, as appropriate, a functional behavioral assessment ("FBA") and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

2. Procedural Safeguards/Manifestation Determination

   Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, FCS, the parent, and relevant members of the 504 Team shall review all relevant information in the student's file, including the child's 504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

   a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

   b. If the conduct in question was the direct result of the local educational agency's failure to implement the 504 Plan.

   If FCS, the parent, and relevant members of the 504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

   If FCS, the parent, and relevant members of the 504 Team make the determination that the conduct was a manifestation of the child's disability, the 504 Team shall:

   a. Conduct an FBA and implement a behavioral intervention plan ("BIP") for such child, provided that FCS had not conducted such assessment prior to

such determination before the behavior that resulted in a change in placement;

b. If the child has a BIP, review the BIP and modify it, as necessary, to address the behavior; and

c. Return the child to the placement from which the child was removed, unless the parent and FCS agree to a change of placement as part of the modification of the BIP.

If FCS, the parent, and relevant members of the 504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the 504 Plan, then FCS may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

3. Appeals

The parent/guardian of a child with a disability under a 504 Plan who disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, either party may request to utilize the appeal process outlined in the Procedural Safeguards section of these Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or FCS, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and FCS agree otherwise.

4. Special Circumstances

FCS personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

a. Carries or possesses a weapon, as defined in 18 U.S.C. § 930, to or at school, on school premises, or to or at a school function;

b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or

c. Has inflicted serious bodily injury, as defined by 20 U.S.C. § 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's 504 Team.

6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to the IDEA 2004 and who has violated FCS's disciplinary procedures may assert the procedural safeguards granted under these Procedures only if FCS had knowledge that the student had a disability before the behavior occurred.

FCS shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to FCS supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.

b. The parent has requested an evaluation of the child.

c. The child's teacher, or other FCS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other FCS supervisory personnel.

If FCS knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA 2004-eligible children with disabilities, including the right to stay-put.

If FCS had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. FCS shall conduct an expedited evaluation if requested by the parent/guardian; however, the student shall remain in the education placement determined by FCS pending the results of the evaluation.

FCS shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

C. PARENT/STUDENT RIGHTS IN IDENTIFICATION, EVALUATION, ACCOMMODATION AND PLACEMENT

The following is a description of the rights granted by federal law to students with disabilities. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. Please keep this explanation for future reference.

You have the right to:

1. Have your child take part in and receive benefits from public education programs without discrimination because of their disabling condition.

2. Have FCS advise you of your rights under federal law.

3. Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.

4. Have your child receive a FAPE. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have FCS make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.

5. Have your child educated in facilities and receive services comparable to those provided to non-disabled students.

6. Have your child receive special education and related services if your child is found to be eligible under the Individuals with Disabilities Education Improvement Act (IDEA 2004).

7. Have an evaluation, educational recommendation, and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options. This includes the right to an evaluation before the initial placement of the student and before any subsequent significant change in placement.

8. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by FCS.

9. Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.

10. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records.

11. Obtain a response from FCS to reasonable requests for explanations and interpretations of your child's records.

12. Request an amendment of your child's educational records if there is reasonable cause to

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believe they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If FCS refuses this request for amendment, the Charter School shall notify you within a reasonable time and advise you of your right to an impartial hearing.

13. Request mediation or file a grievance in accordance with Charter School's Section 504 mediation grievance and hearing procedures, outlined above.

14. Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.

15. File a formal complaint pursuant to the Charter School's Uniform Complaint Policy and Procedures. Please ask the Executive Director for a copy of the Charter School's Uniform Complaint Policy and Procedures if you need one.

16. File a formal complaint with the U.S. Department of Education.

Office for Civil Rights, U.S. Department of Education
San Francisco Office
50 United Nations Plaza
San Francisco, CA 94102
(415) 486-5555 PHONE
(415) 486-5570 FAX
Email: OCR.SanFrancisco@ed.gov

17. Be free from any retaliation from FCS for exercising any of these rights.

Please contact Heather Buck, 504 Coordinator, c/o Forest Charter School 470 Searls Ave., Nevada City, CA 95959 (530) 265-4823 with any questions regarding the information contained herein.

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Introduction

The Charter Council Board of Forest Charter School ("FCS" or the "Charter School") recognizes that Foster and Mobile Youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, the Charter School shall provide them with full access to the Charter School's educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of foster youth in the Charter School's local control and accountability plan ("LCAP").

Definitions

- *"Foster youth"* means any of the following:

    1. A child who has been removed from their home pursuant to Section 309 of the California Welfare and Institutions Code ("WIC").
    2. A child who is the subject of a petition filed pursuant to WIC section 300 or 602 (whether or not the child has been removed from the child's home by juvenile court).
    3. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child's home by the juvenile court, and is in foster care.
    4. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
        a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
        b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
        c. The nonminor is participating in a transitional independent living case plan.
    5. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.[1]
    6. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

[1] The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

- "*Former juvenile court school student*" means a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the Charter School.

- *"Child of a military family"* refers to a student who resides in the household of an active duty military member.

- *"Currently Migratory Child"* refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

- *"Newcomer pupil"* is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years.

- *"Educational Rights Holder" ("ERH")* means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the student pursuant to Education Code section 56055.

- *"School of origin"* means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, "school" as used in the definition of "school of origin" includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.

- *"Best interests"* means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to

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academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.

- *"Partial coursework satisfactorily completed"* includes any portion of an individual course, even if the pupil did not complete the entire course.

Within this Policy, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a newcomer pupil will be referred to collectively as "Foster and Mobile Youth."

Foster and Mobile Youth Liaison

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to the Charter School, the Governing Board shall designate a Foster and Mobile Youth liaison. The Governing Board designates the following position as the Charter School's liaison for Foster and Mobile Youth:

B.J. Hatcher
(530) 265-4823

The Foster and Mobile Youth Liaison shall be responsible for the following:

1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout from the Charter School of foster youth.

2. Ensure proper transfer of credits, records, and grades when foster youth transfer to or from the Charter School.

3. When a foster youth is enrolling in the Charter School, the Foster and Mobile Youth Liaison shall contact the school last attended by the student within two (2) business days to obtain all academic and other records. The last school attended by the foster youth shall provide all required records to the new school regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the school last attended. When a foster youth is transferring to a new school, the Foster and Mobile Youth Liaison shall provide the student's records to the new school within two (2) business days of receiving the new school's request, regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the Charter School.

4. When required by law, notify the foster youth's ERH, attorney, county social worker, and the appropriate representative of the county child welfare agency, and an Indian child's ERH, tribal social worker and if applicable, county social worker of the student's expulsion or involuntary removal, and, at least ten (10) calendar days preceding the date of the following:

a. An expulsion hearing for a discretionary act under the Charter School's charter.

b. Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under the Charter School's charter. The foster youth's ERH, attorney, county social worker, an Indian child's ERH, tribal social worker and if applicable, county social worker, and the agency representative will be invited to participate.

c. A manifestation determination meeting prior to a change in the foster youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's ERH, attorney, county social worker, an Indian child's ERH, tribal social worker and if applicable, county social worker, and the agency representative will be invited to participate.

5. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.

6. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services.

7. Develop protocols and procedures for creating awareness for Charter School staff, including but not limited to Directors, the Academic Dean, and Enrollment Coordinators, of the requirements for the proper enrollment, placement, and transfer of foster youth.

8. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the Charter School's foster youth.

This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to WIC sections 319, 361 or 726, a surrogate parent, or a foster parent exercising authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

School Stability and Enrollment

The Charter School will work with foster youth and their ERH to ensure that each foster youth is placed in the least restrictive educational programs and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, a currently migratory child, or child of a military family seeking re enrollment in the Charter School as their school of origin.

A foster youth, currently migratory child, or child of a military family who seeks to transfer to the Charter School will be immediately enrolled (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy) even if the student has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to meet normal enrollment documentation or school uniform requirements (e.g. producing medical records or academic records from a previous school).

At the initial detention or placement, or any subsequent change in placement, a foster youth may continue in their school of origin for the duration of the court's jurisdiction. A currently migratory child or child of a military family may continue in their school of origin as long as the student meets the definition of a currently migratory child or child of a military family as described above. Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the court's jurisdiction or termination of the child's status as a currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the foster youth, currently migratory child or child of a military family is transitioning between school grade levels, the youth shall be allowed to continue in the district of origin in the same attendance area to provide the youth the benefit of matriculating with their peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The Foster and Mobile Youth Liaison may, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and the student be enrolled in any district school that the student would otherwise be eligible to attend as a resident of the school district or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.

Prior to making any recommendation to move a foster youth from their school of origin, the Foster and Mobile Youth Liaison shall provide the foster youth and the foster youth's ERH with a written explanation of the basis for the recommendation and how the recommendation serves the foster youth's best interests.

If any dispute arises regarding a foster youth's request to remain in the Charter School as the foster youth's school of origin, the foster youth has the right to remain in the Charter School pending resolution of the dispute. The dispute shall be resolved in accordance with the existing Charter School dispute resolution process.

Transportation

The Charter School shall not be responsible for providing transportation to allow a foster youth to attend school, unless there is an agreement with a local child welfare agency that the Charter School assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of Title 20 of the United States Code, or unless required by federal law. The Charter School is not prohibited from providing transportation, at its discretion, to allow a foster youth to attend school.

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, the Charter School shall collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the youth.

For any student who has an individualized education program ("IEP"), the student's IEP team will determine if the student requires special education transportation as a related service regardless of the student's status.

Effect of Absences on Grades

The grades of a foster youth shall not be lowered for any absence from the Charter School that is due to either of the following circumstances:

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date the student left school.

2. A verified court appearance or related court-ordered activity.

Transfer of Coursework and Credits

The Charter School shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school[2], a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue that student full or partial credit for the coursework completed. The credits accepted pursuant to this paragraph shall be applied for enrollment purposes to the same or equivalent course, if applicable, as the coursework completed in the prior public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school. For purposes of the official transcript, the credits accepted pursuant to this paragraph shall be added to the credits earned from the same or equivalent course for purposes of calculating the total credits earned for the course but shall separately identify the school and local educational agency in which the credits were earned.

If a Foster and Mobile Youth transfers in or out of Charter School, Charter School shall issue the full and partial credits on an official transcript for the pupil and shall ensure the transcript includes all of the following:

1. All full and partial credits and grades earned based on any measure of full or partial coursework being satisfactorily completed, including a determination of the days of enrollment or seat time, or both, if applicable, at a school of that local educational agency or a prior local educational agency, or any other public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school.
2. The credits and grades for each school and local educational agency listed separately so it is clear where they were earned.
3. A complete record of the pupil's seat time, including both period attendance and days of enrollment.

If Charter School has knowledge that the transcript from the transferring local educational agency may not include certain credits or grades for the pupil, it shall contact the prior local educational agency within two business days to request that the prior local educational agency issue full or partial credits pursuant to this paragraph. The prior local educational agency shall issue appropriate credits and provide all academic and other records to Charter School within two business days of the request.

If the Foster and Mobile Youth did not complete the entire course, the student shall be issued

[2] For purposes of coursework completed by a student who is a child of a military family, "public school" includes schools operated by the United States Department of Defense.

partial credit for the coursework completed and shall not be required to retake the portion of the course that the student completed at another school unless the Charter School, in consultation with the student's ERH, finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a Foster and Mobile Youth in any particular course, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course.

In no event shall the Charter School prevent a Foster and Mobile Youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

Applicability of Graduation Requirements

To obtain a high school diploma from the Charter School, a student must complete all courses required by the Charter School and fulfill any additional graduation requirements prescribed by the Board. However, Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and newcomer pupils who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, the length of the student's school enrollment, or, for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school, may be used, whichever will qualify the student for the exemption. For a newcomer pupil, enrollment in grade 11 or 12, based on the average age of students in the third or fourth year of high school, may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the ERH, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for the exemption. If the Charter School fails to provide timely notice of the availability of the exemption, the Foster and Mobile Youth shall be eligible for the exemption from the additional graduation requirements once notified, even if that notification occurs after the termination of the court's jurisdiction over the student, if the Foster and Mobile Youth otherwise qualifies for the exemption.

If a student is exempted from the Charter School's additional graduation requirements pursuant to this Policy and completes the statewide coursework requirements specified in Educational

Code section 51225.3 before the end of their fourth year of high school and that student would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of their fourth year of high school.

The Executive Director or designee shall notify and consult with a Foster and Mobile Youth and their ERH if the Charter School grants an exemption from the Charter School's additional graduation requirements. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

A Foster and Mobile Youth who would otherwise be entitled to remain in attendance at the Charter School shall not be required to accept the exemption from additional graduation requirements or be denied enrollment in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

If a Foster and Mobile Youth who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH, and the student at one time qualified for the exemption, even if the student is no longer a Foster and Mobile Youth or the court's jurisdiction of the pupil has terminated.

If the youth is exempted, the Charter School may not revoke the exemption.

If a Foster and Mobile Youth is exempted from additional graduation requirements pursuant to this Policy, the exemption shall continue to apply after the termination of the court's jurisdiction over the student or after the termination of circumstances which make the student eligible while they are enrolled in school or if the student transfers to another school, including a charter school, or school district.

The Charter School shall not require or request a Foster and Mobile Youth to transfer schools in order to qualify for an exemption from additional graduation requirements, and no Foster and Mobile Youth or any person acting on behalf of a Foster and Mobile Youth may request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

Upon making a finding that a Foster and Mobile Youth is **reasonably able to complete the Charter School's additional graduation requirements** within the student's fifth year of high school, the Executive Director or designee shall:

1. Consult with the student and the student's ERH about the student's option to remain in school for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.

2. Consult with the student and the student's ERH about how remaining in school for a fifth year will affect the student's ability to gain admission to a postsecondary educational institution.

3. Consult with and provide information to the student and the student's ERH about transfer opportunities available through the California Community Colleges.

4. Upon agreement with the student or, if the student is under 18 years of age, the ERH, permit the student to stay in school for a fifth year to complete the Charter School's graduation requirements.

5. For a student identified as a foster youth, consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a Foster and Mobile Youth **is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5^{th}) year to complete the statewide coursework requirements. Charter School shall consult with the Foster and Mobile Youth and their ERH regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.

2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education.

3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.

4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a Foster and Mobile Youth is **not** eligible for an exemption in the year in which the pupil transfers between schools, or for a newcomer pupil, is not eligible for an exemption in the student's third year of high school, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the ***following*** academic year, Charter School shall reevaluate eligibility;

2. Provide written notice to the pupil, the pupil's ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.

3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the pupil's ERH of the pupil's options to:
    i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, **or**
    ii. Upon agreement with the pupil's ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the pupil's ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

If a juvenile court youth satisfies the requirements for high school graduation while enrolled at a juvenile court school but has elected to decline the issuance of the diploma for the purpose of taking additional coursework, the Charter School will not prevent the juvenile court youth from enrolling in the Charter School and pursuing additional coursework if requested by the student or by the student's ERH.

Eligibility for Extracurricular Activities

A student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

Waiver of Fees for Afterschool Programs

The Charter School shall not charge any student who the Charter School knows is in foster care any family fees associated with an After-School Education and Safety ("ASES") Program operated by the Charter School.

Student Records

When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new LEA, the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational recordkeeping needs of Foster and Mobile Youth.

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

Complaints of Noncompliance

Complaints of noncompliance with this Policy shall be governed by the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available on the website.

Reporting Requirements

Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting

timelines for the California dashboard graduation data. For purposes of this Policy, "pupil category" means the categories of pupils identified in the "Definitions" section of this Policy, above.

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The Charter Council Board of Forest Charter School ("FCS" or the "Charter School") respects students' rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, writing, printed materials, including the right of expression in official publications, and/or the wearing of buttons, badges and other insignia.

Definitions

1. "*Obscenity*": when the (1) average person applying current community standards finds the work as a whole appeals to the prurient interest, (2) the work is patently offensive, and (3) the work lacks serious literary, artistic, political, or scientific value. Examples include pornography or sexually explicit material.

2. "*Defamation*": Libel (written defamation) and Slander (oral defamation), which includes but is not limited to inaccurately attributing a statement to another, either on purpose for public officials (which includes Charter School staff) or by mistake for private officials, that mischaracterizes the statement.

3. "*Discriminatory Material*": material that demeans a person or group because of the person/group's mental or physical disability, sex (including pregnancy and related conditions and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation that has the purpose of humiliating, offending, or provoking a person/group.

4. *"Harassment (including sexual harassment), Intimidation and/or Bullying"*: severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more

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of the following: (1) placing a reasonable student or students in fear of harm to that student's or those students' person or property, (2) causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health, (3) causing a reasonable student to experience a substantial interference with his or her academic performance, (4) causing a reasonable student to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

5. "*Fighting Words*": words likely to cause (1) the average person to fight or (2) the creation of a clear and present danger of violence, unlawful acts in violation of lawful school regulations, or the substantial disruption of school.

6. "*Vulgarity and/or Profanity*": the continual use of curse words by a student, even after warning.

7. "*Violating Privacy":* publicizing or distributing confidential or private material without permission.

On-Campus Expression

Student free speech rights include, but are not limited to, the use of bulletin boards, the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. Student expression on the Charter School website and online media shall generally be afforded the same protections as print media within the Policy.

Student freedom of expression shall be limited only as allowed by state and federal law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Unprotected Expression includes the following: obscenity; defamation; discriminatory material; harassment (including sexual harassment), intimidation and/or bullying; fighting words; vulgarity and/or profanity; or violating privacy as defined above. Also prohibited shall be material that incites a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations or the substantial disruption of the orderly operation of the Charter School.

A. Distribution of Circulars, Un-Official Newspapers, and Other Printed Matter

Free inquiry and exchange of ideas are essential parts of a democratic education. Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

1. Leaflets, pictorial and other printed matter to be distributed shall be submitted to the Charter School Executive Director or designee at least one (1) school day prior to distribution. The Charter School Executive Director or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy. The Charter School Executive Director or designee shall notify student(s) if distribution will be granted or denied (and if denied, why distribution is not in compliance with this Policy).

2. Distribution, free or for a fee, may take place before school, after school, and/or during lunch provided there is no substantial disruption in the school programs (as determined by the Charter School Executive Director). Distribution may not occur during instructional time and should not occur in locations that disrupt the normal flow of traffic within the school or at school entrances.

3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.

4. The solicitation of signatures must not take place in instructional classes or school offices, nor be substantially disruptive to the school program (as determined by the Charter School Executive Director or designee).

The Charter School Executive Director or designee shall work with student government representatives in the development of these procedures. Student responsibilities shall be emphasized.

B. Official School Publications

Student editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this Policy. However, it shall be the responsibility of the journalism staff adviser(s) of student publications to supervise the production of the student staff, to maintain professional standards of English and journalism, and to maintain the provisions of this Policy.[1] The journalism staff adviser(s) shall help the student editors judge the literary value, newsworthiness and propriety of materials submitted for publication.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this Policy. FCS officials shall have the burden of showing justification without undue delay prior to a limitation of student expression under this Policy. If the journalism staff adviser(s) consider material submitted for publication to violate this Policy, he

[1] "Official school publications" refers to material produced by students in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee.

or she will notify the student without undue delay and give specific reasons why the submitted material may not be published. The student should be given the opportunity to modify the material or appeal the decision of the journalism staff adviser to the Charter School Executive Director.

C. Buttons, Badges, and Other Insignia of Symbolic Expression

Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of expression, subject to the prohibitions enumerated in this Policy.

D. Use of Bulletin Boards

Students will be provided with bulletin boards, upon request and subject to availability, for use in posting student materials on campus locations convenient to student use. Where feasible, the location and quantity of such bulletin boards shall be by mutual agreement of student government representatives and FCS administration. Posted material must be in compliance with other sections of this Policy, particularly regarding the distribution of materials and prohibited speech. Students may not post or distribute materials regarding the meetings of non-curricular student-initiated groups.

E. Organized Demonstrations

Students have the right to lawful organized on-campus demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite students to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or demonstrations that substantially disrupt the orderly operation of the school are prohibited.

No individual student may demonstrate in the name of the Charter School or as an official school group at any time unless authorized by the Charter School to participate in the activity.

No student may participate in an organized demonstration that occurs during the hours of mandatory school attendance unless sanctioned by the Charter School and supervised by a designated Charter School employee. Missing school to attend an organized demonstration is not an excused absence. The Charter School will follow its Attendance Policy when determining consequences for students which may include but are not limited to detention, a low grade for a missed test, or receiving a truancy letter. The Charter School will follow its Suspension and Expulsion Policy when determining consequences for students if Charter School policy is violated.

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F. Student Speeches

If a student is selected to speak at a Charter School sponsored event, including but not limited to graduation or school assemblies, Charter School has the right to review the pre-prepared speech to ensure that unprotected speech is not included. If unprotected speech is included, the student will be given the opportunity to revise the speech or deliver a modified speech. If not revised or removed, the student will not be permitted to speak at the Charter School sponsored event.

Off-Campus Expression

Off-campus student expression, including but not limited to student expression on off-campus internet web sites, is generally constitutionally protected but shall be subject to discipline when there is a sufficient nexus between the speech and the school.

Relevant considerations include:

1. The degree and likelihood of harm to the Charter School (staff, students, volunteers, and/or property) caused or augured by the expression,
2. Whether it is reasonably foreseeable that the expression would reach and impact the Charter School, and
3. The relation between the content and/or context of the expression and the Charter School. There is always a sufficient nexus between the expression and the Charter School when the Charter School reasonably concludes that it faces a credible, identifiable threat of school violence.

The Charter School Executive Director or designee shall document the impact the expression had or could be expected to have on the educational program. Off-campus expression that results in the material disruption of classwork or involves substantial disorder or invasion of the rights of others may be subject to discipline.

Off-campus expression may result in discipline if the expression involves but is not limited to:

a. Serious or severe bullying or harassment targeting particular individuals;
b. Threats aimed at teachers or other students;
c. The failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities; or
d. Breaches of school security devices.

Enforcement

1. Upon learning that students are considering actions in the areas covered by this Policy they will be informed of the possible consequences of their action under each specific

circumstance. The Charter School Executive Director shall ensure that due process is followed when resolving disputes regarding student freedom of expression.

2. This Policy does not prohibit or prevent the FCS Governing Board from adopting otherwise valid rules and regulations relating to oral communications by students upon the FCS campus.

3. No FCS employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.

4. FCS shall not make or enforce a rule subjecting a student to disciplinary sanctions solely on the basis of conduct that is speech or other communication that, when engaged in outside of the campus, is protected from governmental restriction by the First Amendment to the United States Constitution or Section 2 of Article I of the California Constitution.

Complaints and Appeals

The following procedures shall be used to address general disputes regarding student freedom of speech and expression:

1. The student and faculty member shall first attempt to resolve the problem internally.

2. If the student and faculty member are unable to resolve the dispute, the student and/or faculty member may bring the matter to the Charter School Executive Director or designee, who shall hear both sides and strive to resolve the dispute as quickly as possible.

3. Any student or faculty member may appeal the decision of the Charter School Executive Director or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.

A student who feels their freedom of expression was unconstitutionally limited and/or limited on the basis of discrimination may file a complaint with FCS through following the Charter School's General Complaint Policies and Procedures.

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Section: 500
Policy: 013
FCS Charter Council Adopted: 2010-11
FCS Charter Council Revised: April 16, 2024

Student Technology Policy and Acceptable Use Agreement

Exhibit

Forest Charter School advocates the use of electronic information services for educational purposes. The school recognizes the tremendous potential these services have in supporting the school's curriculum and student learning.
While electronic information services facilitate the sharing of resources, it does offer opportunities for persons with unethical purpose to access controversial information and accessed to students and teachers, for inappropriate use.
Below is a list of some such inappropriate use:

- Using the Internet to send/receive messages that are inconsistent with the school's code of conduct, such as messages that are racist or sexist or contain obscene messages or threats.
- Using the Internet to access a file that contains pornographic pictures.
- Using the Internet for non-school activities.

Students who wish to use the schools Internet services must review the following contract carefully with their parents. Students and parents must sign the contract before students will be allowed internet access.

Contract Terms and Conditions

1. Privileges

The use of the Internet system is a privilege, not a right. Inappropriate use will result in a cancellation of those privileges. The system administrator may close an account at any time if it is determined that the service has been used inappropriately.

2. Acceptable Use

Use of the Internet services must be in support of education and research and consistent with objectives and policies of Forest Charter School. Transmission of any material in violation of any Union States or state law is prohibited and violators may be prosecuted under state or federal law.

3. Reporting Misuse

Internet users have a personal responsibility to report any misuse of the system to the systems administrator. Misuse can come in many forms, and includes any violations of this policy.

4. Privacy Monitoring

Electronic mail is not private. It can be read and monitored by the system administrator at any time. Forest Charter School reserves the right to any material on user accounts to make determinations of whether specific uses of the Internet are inappropriate.

5. Internet Etiquette

- Be polite. Never send or encourage others to send abusive messages.
- Use appropriate language. Do not swear or use any other inappropriate language.
- Do not use the Internet in such a way that you would disrupt the use of the network users.
- All communication and information accessible via the Internet should be assumed to be the private property of those who put it on the Internet.
- Users should not reveal their home address or personal phone number or that of other users.

6. Services

Forest Charter School makes no warranties of any kind, whether expressed or implied, for the service it provides. The school will not be held responsible for any damages suffered while on this system. Use of any information obtained via the Internet is at the user's own risk.

7. Security

Users must never use another user's password and must notify the systems administrator of any security problem. Any user identified as a security risk will be denied access to the Internet.

8. Vandalism

Vandalism is defined as any malicious attempt to harm or destroy data, software or hardware. Any vandalism will result in disciplinary action and/or legal referral. In addition, students and their parents will be held liable for damages incurred as a result of student vandalism and charged for repairs at the rate of $100 per hour.

Rationale

Forest Charter School provides eligible employees with a stipend for the business related use of their personal cell phones. Employees may be eligible for a cell phone stipend if they are required by their job positions to use their personal cell phones for work purposes. Employees who have the option to use a work phone or a digital phone such as Google Voice to complete all work-related phone calls are considered to have phone access through these means and therefore are not eligible for a cell phone stipend.

Steps for Cell Phone Stipend Request and Approval

Employees may be approved for a cell phone stipend as follows:

1. Administration shall inform staff that their job role entitles them to a stipend.
2. FCS shall set the stipend amount and confirm the terms of payment (e.g., frequency, timing, etc.) with the employee directly.
3. The stipend amount will be based on the expected degree of use of the employee's cell phone.

Limitations

Cell phone stipends are paid twice monthly in equal prorated payments. Employees are only eligible for a stipend during months where they work in a position requiring business use of their cell phone. The stipend may be prorated depending on whether the employee stays in active work status. As such, employees on leaves, who transfer job positions to non-stipend-eligible roles, or who separate from employment with FCS, shall receive a prorated stipend consistent with their work performed. The stipend covers all costs related to carrier services charges and wear and tear of the cell phone and charger.



Cell Phone Stipend Request Form

Employee Name/Title:

_____

I hereby acknowledge that I read and understood the Cell Phone Stipend Policy. My signature below confirms that the stipend amount provided to me is sufficient to cover the cost of my work-related use of my personal cell phone. I understand that school-related communications, even if held on personal devices, may be subject to disclosure under the Public Records Act.

Signature of Employee: _____ Date: _____

School Approval: _____ Date: _____

(To be completed by the Business Director)

Cell Phone Stipend is: _____ approved or _____ not approved

If approved, select stipend type:

_____ Frequent Work Use of Cell Phone ($50.00/month)

_____ Infrequent Work Use of Cell Phone ($25.00/month)

Length of Authorization:

_____ Until Date Indicated: _____

_____ Indefinite/While Employee is in Current Job Position

Forest Charter School (the "Charter School") has adopted this General Complaint Policy to address concerns about the Charter School generally and/or regarding specific Charter School employees. For complaints regarding unlawful discrimination, harassment, intimidation or bullying, unlawful pupil fees, or other specific perceived violations of state or federal laws, please refer to the Charter School's Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy and/or the Charter School's Uniform Complaint Policy and Procedures. For all other complaints, this Policy, the General Complaint Form, and accompanying procedures will be appropriate. For any questions regarding the application of this Policy or the Charter School's other policies, please contact the Executive Director at (530) 265-4823.

This Policy shall be used when a non-employee complainant raises a complaint or concern about Charter School generally or a Charter School employee.

If reasonably feasible, third-party complaints shall be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the Charter School employee directly. However, in the event an informal resolution cannot be achieved or is not appropriate, the following steps will be followed:

1. The complainant begins the process by filing a written complaint using a General Complaint Form (sample below) with the office of the Executive Director as soon as possible after the events that give rise to the complainant's concerns. The written complaint shall set forth in detail the factual basis for the complaint;

2. The Executive Director (or designee) shall use their best efforts to ascertain the facts relating to the complaint. When applicable, the Executive Director (or designee) shall confer with the parties identified in the complaint or persons with knowledge of the particulars of the complaint to ascertain said facts; and

3. In the event that the Executive Director (or designee) finds that a complaint is valid, the Executive Director (or designee) shall take appropriate action to resolve the concern. In the event the complaint is against an employee of the Charter School, the Executive Director (or designee) may take disciplinary action against the employee. As appropriate, the Executive Director (or designee) may counsel or reprimand employees as to their conduct without initiating formal disciplinary measures. The Executive Director's (or designee's) decision relating to the complaint shall be final.

4. If the complaint is about the Executive Director, the complainant may file their complaint by using a General Complaint Form (sample below) and sending it to the Chair of the Charter Council, who will then conduct a fact-finding investigation or authorize a third-party

investigator on behalf of the Charter School. The Chair or investigator will report the findings to the Charter Council, in closed session for review and further action, if necessary.

5. The Executive Director or Chair shall draft a written response to the complainant indicating that the matter has been investigated and sufficiently addressed. If appropriate, the response may include general details about the manner of the resolution, but at all times employee and student privacy rights shall be maintained. No response may include any details about adverse action taken against a student or employee.

GENERAL ASSURANCES

1. Confidentiality: All complainants shall be notified that information obtained from the complainants, and thereafter gathered during the investigation, shall be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be guaranteed.

2. Non-Retaliation: All complainants shall be advised that complainants shall be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

3. Resolution: The Charter Council, Executive Director, or designee will investigate complaints appropriately under the circumstances, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

GENERAL COMPLAINT FORM

Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) this complaint is about (if known and applicable):

_____

List any witnesses that were present: _____

_____

Where did the incident(s) occur?

_____

Please describe the circumstances, events, or conduct that are the basis of your complaint by providing as much factual detail as possible (*e.g.* specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, *etc.*) (Attach additional pages, if needed):

_____

_____

_____

_____

I hereby authorize the Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. Employees providing false information in this regard could result in disciplinary action up to and including termination.

_____ Date: _____

Signature of Complainant

_____

Print Name

To be completed by the Charter School:

Received by: _____ Date: _____

_____

Print Name

_____

Forest Charter School ("FCS" or the "Charter School") does not discriminate against any person on the basis of actual or perceived disability (mental or physical), gender, gender identity, gender expression, nationality, national origin, ancestry, race or ethnicity, citizenship, immigration status, creed, religious affiliation, sexual orientation, pregnancy status, childbirth, medical condition, marital status, age, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code or otherwise protected by federal, state, local law, ordinance or regulation.

The FCS Charter Council ("Board") shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups.

FCS does not discourage students from enrolling or seeking to enroll in Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with FCS's charter and relevant policies.

FCS does not request nor require student records prior to a student's enrollment.

FCS is committed to providing a work and educational atmosphere that is free of unlawful harassment and discrimination. FCS adheres to all provisions of federal law, including but not limited to, Title IX of the Education Amendments of 1972 (sex), Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin), The Age Discrimination Act of 1975, the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), and Section 504 of the Rehabilitation Act of 1973.

FCS adheres to the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), as amended by the ADA Amendments Act 2008, which prohibits discrimination on the basis of mental or physical disability in any program, activity, or employment opportunity offered red by FCS, and its implementing regulations at 28 C.F.R. 35.101-190.

FCS does not condone or tolerate harassment of any type, including but not limited to unlawful discrimination, intimidation, or bullying, including cyber sexual bullying or sexual harassment, by any employee; independent contractor or other person with which the Charter School does business; student; volunteer; or community member regardless of position or gender. FCS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures ("UCP") Compliance Officer:

Peter Sagebiel
Executive Director
470 Searls Ave.
Nevada City, CA 95959
psagebiel@forestcharter.com
(530) 265-4823

The lack of English language skills will not be a barrier to admission or participation in FCS's programs or activities. FCS prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.
The Charter School's Nondiscrimination Statement relevant to employees is located within FCS's Employee Handbook and can be located at www.forestcharter.com.

DRAFT

Forest Charter School
Job Description

Position Title: *Administrative Business Assistant II*

Salary Placement: *Classified*

Summary of Position:

- Under the direction of the Business Director, the Administrative Business Assistant II provides support for a variety of school wide projects including Purchasing, Community Partner/Vendor Setups, and Facilities.

Skills:

Must have a positive and professional attitude. Excellent interpersonal and communication skills. Ability to show sensitivity and objectivity with confidential issues. Must be detail oriented. Ability to multi-task and prioritize competing deadlines; Knowledge of Microsoft Office and Google Suite. Ability to input data with high accuracy. Ability to work independently and as part of a team.

Essential Functions:

Essential functions may include but are not limited to the following:

- Facilities point person for site rentals, worker scheduling, and emergency site issues
- Works with admin to create and post all school surveys
- Maintains ParentSquare database
- Accurately inputs all purchase orders after initial approval
- Manages purchasing and budgets in FCS's purchasing software
- Communicates purchasing changes/status to staff when necessary
- Build and/or maintain relationships with community partners/vendors
- Handles all new community partner/vendor applications
- Approves and creates setups for community partners/vendors, communicates with community partner/vendors regarding classes, cost approved, time, etc., and sends invoices
- Monitors teacher credentials by tracking expiration; communicating and follow up with teachers and instructors; input and maintain info in Pathways database
- Monitors all staff TB compliance
- Manages required staff safety trainings
- Graduation support including grad docs, diplomas, and graduation program
- Represents FCS in a respectful and professional manner
- Other duties as assigned

Physical Demands:

- Frequent: Sitting, walking, standing,
- Occasional: Lifting and Carrying
- Infrequent: Pushing and Pulling
- Maximum Weights: Lift 25 lbs/Carry 25 lbs

DRAFT

Forest Charter School
Job Description

Position Title: *Administrative Business Assistant III*

Salary Placement: *Classified*

Summary of Position:
Under the direction of the Business Director, the Administrative Business Assistant III provides support for a variety of school wide projects including Field Trips, Student Records, Immunizations, and School Pathways.

Skills:
Must have a positive and professional attitude. Excellent interpersonal and communication skills. Ability to show sensitivity and objectivity with confidential issues. Ability to multi-task and prioritize competing deadlines; Knowledge of Microsoft Office and Google Suite. Ability to input data with high accuracy. Ability to work independently and as part of a team.

Essential Functions:
Essential functions may include but are not limited to the following:

- Maintains and updates all student medication consent forms
- Monitors and updates all student immunizations including sending communications to parents/guardians
- Works with the school nurse scheduling and conducting vision and hearing screenings
- Sends referral letters to parents/guardians if needed
- Support ST's with the organization of field trips by reviewing all requests, tracking participation, and coordinating payment with the Foundation Manager
- Creates student permission slips
- Collects required permission slips, volunteer forms, driver/chaperone forms, medical forms, and insurance forms
- Provides accurate tracking of receiving and preparing for mailing of all student cumulative files
- Reviews incoming cumulative files for special education, high school transcripts, testing results, health folders, etc.
- Enters immunizations for all students into SIS, and performs the annual immunization audit
- Collect, review and input grades for all high school transcripts
- Inputs data into, and maintains School Pathways; courses, staff, calendar, and Learning Centers
- Updates and maintain Course Catalog under the direction of the Academic Dean
- Represents FCS in a respectful and professional manner
- Other duties as assigned

Physical Demands:
- Frequent: Sitting, walking, standing,
- Occasional: Lifting and Carrying

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- Infrequent: Pushing and Pulling
- Maximum Weights: Lift 25 lbs/Carry 25 lbs

DRAFT

Forest Charter School
Job Description

Position Title: *Enrollment Coordinator*

Salary Placement: *Classified*

Summary of Position:
Under the direction of the Business Director, this position is primary point-of-contact for prospective new students and families and school wide marketing and communications.

Skills: Must have a positive and professional attitude and be able to multi-task responsibilities; strong knowledge of the FCS educational programs and enrollment policy; strong written and verbal communication skills. Effective time management and organizational skills. Microsoft and Google Suite knowledge. Ability to honor sensitive and confidential information. Ability to work independently and as part of a team.

Essential Functions:
Essential functions may include but are not limited to the following:

- Follow articulated enrollment procedures and policies
- Represent the school in a positive and professional manner
- Track each student candidate from first contact through enrollment
- Accurately explain the school's personalized learning philosophy and various educational options
- Ensure timely and accurate completion of all student enrollment documents.
- Monitor and document statistics regarding enrollment. Update enrollment waiting list/google.doc
- Manages re-enrollment process in the Spring
- Front desk back-up including answering phones and helping students, parents, and other visitors
- Assists Fiscal Manager by inputting data into financial system for AP
- Collects information and develops school newsletter
- Coordinates staff appreciation events
- Implement changes/updates to website and manages social media accounts
- Front desk backup as needed
- Other duties as assigned

Physical Demands:

- Frequent: Sitting, walking, standing,
- Occasional: Lifting and Carrying
- Infrequent: Pushing and Pulling
- Maximum Weights: Lift 25 lbs/Carry 25 lbs

Forest Charter School
Job Description

Position Title: *Fiscal Manager*

Salary Placement: *Classified*

Summary of Position:
Under the direction of the Business Director, the Fiscal Manager is responsible for compiling various budget and accounting reports for the school. The Fiscal Manager monitors restricted funding accounts and individual student budgets, and performs calculations and analysis needed to project income and expenses throughout the year.

Skills:
Must have a positive and professional attitude. Excellent interpersonal and communication skills. Ability to show sensitivity and objectivity with confidential issues. Must be detail oriented. Ability to multi-task and prioritize competing deadlines. Knowledge of Microsoft Office and Google Suite. Ability to input data with high accuracy. Ability to work independently and as part of a team. This position requires some technical knowledge of the procedures and practices of accounting, budget preparation, and financial software. Requires working knowledge of financial transactions, controls, and reporting processes, and basic math skills to perform general accounting computations. Requires sufficient human relations skills to explain, troubleshoot, and assist staff with detailed procedures and steps for processing accounting transactions.

Essential Functions:
Essential functions may include but are not limited to the following:

- Develops, monitors, and maintains each student's instructional budgets
- Communicates instructional budgets to ST's, creates reports and analysis as needed
- Monitors restricted budget codes, creates reports, and ensures school is within budget
- In accordance with school policies, reviews and approves purchase orders prior to input into school fiscal system
- Provides assistance to other staff on an as-needed basis to balance fluctuations in workflow, and oversees and trains back office staff in fiscal matters such as AP, staff reimbursements, and student information system
- Prepares required compliance reports for restricted funding sources for CDE and other State agencies
- Assists in school wide annual audit
- Prepares documents for annual tax filing including property tax exemption reports
- Manages Federal and State reporting through CalSASS and CALPADS

DRAFT

- Primary contact for Pathways SIS for support, troubleshooting, and analyzing issues and solutions, set up, oversite and audit
- Supports Business Director in personnel matters including meeting with new employees to streamline required paperwork; Organizing all new employment packets, and providing information regarding employee health and welfare benefits including open enrollment for all staff
- Represents FCS in a respectful and professional manner
- Supports Business Director with special projects as assigned
- Other duties as assigned

Physical Demands:

- Frequent: Sitting, walking, standing,
- Occasional: Lifting and Carrying
- Infrequent: Pushing and Pulling
- Maximum Weights: Lift 25 lbs/Carry 25 lbs

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Forest Charter School
Job Description

Position Title: *Front Desk/Office Assistant*

Salary Placement: *Classified*

Summary of Position:
Under the direction of the Business Director or other designee, the Front Desk/Office Assistant is responsible for greeting and welcoming visitors and students, receiving and delivering all incoming and outgoing mail and packages, answering all calls and directing as needed, scheduling meetings, and coordinating office activities. This position also manages the school wide food program and assists in the annual portfolio audit.

Skills: Excellent interpersonal and communication skills and an ability to communicate with a range of audiences including other employees within the school, parents, and students. Ability to show sensitivity and objectivity with confidential issues. Knowledge of Microsoft Office and Google Suite. Ability to input data with high accuracy.

Essential Functions:
Essential functions may include, but are not limited to the following:

- Welcomes and provides support and direction to all visitors and students, answers calls
- Receives and delivers all incoming and outgoing mail and packages, including student records
- Provides student work permits as needed
- Maintains health and safety supplies including first aid kits and office supplies
- Coordinates with all learning centers to make sure sites have adequate school meal supplies
- Performs food inventory and places food orders when necessary
- Works with the health department to ensure FCS is to code
- Provides general office support; filing, data entry, file creation, etc.
- Coordinates and performs online portfolio audit
- Tracks inventory of office materials and restocks as needed
- Maintains health and safety supplies including first aid kits
- Supports students one-on-one in classroom environment as needs arise
- Other duties as assigned

Physical Demands:
- Frequent: Sitting, walking, standing,
- Occasional: Lifting and Carrying
- Infrequent: Pushing and Pulling
- Maximum Weights: Lift 25 lbs/Carry 25 lbs

Classified Hourly Salary Schedule

2024-25

Classified Support Staff

Range/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
A	31.06	32.69	34.41	36.24	38.13	40.16	42.14	44.27	46.49	48.81	51.24	53.81	56.50	59.33	62.29
B	25.89	27.24	28.67	30.20	31.78	33.46	35.12	36.89	38.74	40.67	42.70	44.84	47.09	49.44	51.91
C	24.99	26.33	27.62	29.02	30.46	31.99	33.60	35.27	37.04	38.89	40.83	42.87	45.03	47.28	49.64
D	23.09	24.30	25.59	25.93	28.34	29.84	31.41	32.98	34.62	36.36	38.18	40.08	42.09	44.19	46.40
E	21.19	22.29	23.49	24.65	25.89	27.18	28.52	29.97	31.46	33.04	34.69	36.43	38.24	40.16	42.17
F	20.95	22.06	23.15	24.30	25.54	26.81	28.14	29.54	31.02	32.60	34.23	35.93	37.73	39.62	41.61
G	18.29	19.25	20.26	21.32	22.43	23.63	24.79	26.03	27.36	29.21	30.69	32.21	33.82	35.52	37.29

Recommend salary schedule be reviewed every 2 -3 years for market comparison and budget sustainability

Last reviewed March, 2024

Job Classifications	209 Workdays + 11 Holidays + 11 Vacations = 230 paid days
A	Fiscal Manager
B	Attendance/Payroll Specialist; Attendance/Payroll Assistant; Administrative Business Assistant
C	Maintenance
D	Resource Facilitator
E	Administrative Assistant; Enrollment Coordinator
F	Front Desk
G	IT Help Desk Assistant/Office Support

Comments

1	1 FTE is defined as 230 paid days @ 7.5 hours per day
2	Employees are benefit eligible at .75 FTE
3	Full time employees earn 12 sick days per year
4	Full time employees receive 10 paid holidays per year
5	Full time employees receive 11 paid vacation days per year to be paid in July
	See Employee Handbook for more detail.
7	Initial placement is at the Executive Director's discretion
9	Salary steps reflect one full year of employment at FCS.

Health Benefit Cap	
Employee	$8,000)
Employee + Child	$8,760)
Employee + Spouse	$8,760)
Employee + Family	$14,000)

Board Approvals/Revisions

2006/2007 - Board Approved 5/16/06

2007/08 - Board revised: 5% COLA

2008/09 - Board revised: Benefit cap increase to $6500

2009/10 - No COLA or Step increase

2010/11 - No COLA or Step increase

2011/12 - No COLA or Step increase

2012/13 - Board revised: 3% increase

2013/14 - Board revised: two step increase/ Benefit cap increase to $7000/Life Ins. Available to all emp/Vision & Dental included under cap/7.5 hour workday/Board approved COLA increase of 1.56%

2014/15 - Board approved the addition of 5 steps totaling 15 steps/COLA increase of .85%; Benefit cap increase to $7500; 3/18/14.

2014/15 - Board approved 10 vacation days to be paid in July only; 5/27/14

2015/16 - Board approved COLA increase of 1.02%; May 26, 2015

2015/16 - Board approved COLA increase of 1.02%; May 26, 2015
2015/16 - Board approved 16/17 salary schedule. No COLA or Health Cap increase; March 15, 2016
2016/2017 - Board approved 5% raise effective July 1, 2016
2017/18 - Board approved corrections to Health Benefit cap. 1/16/18
2017/2018 - Board approved 2.5% COLA increase; Revised Job Classifications. 4/17/18
2018/2019 - …. Removed job classification 'H'; added "A1" as exempt position
2019-20 - Board approved 3% annual increase. 10-15-19
2020-2021 - Board approved 2% annual increast 4/21/2020
2021-2022 Board approved 3% increase and benefit cap increase
2022-2023 - Board approved 6% annual increase and benefit cap increase
2023-24 - Board approved a new schedule line (A), assigned schedule F, and add one additional vacation day to be taken in July (beginning 24/25)
Charter Council Approved:
Effective: July 1, 2024