Feather River Charter School

Special Board Meeting

Date and Time

Tuesday January 19, 2021 at 7:00 PM PST

Zoom Link: https://zoom.us/j/96568347400

Meeting ID: 965 6834 7400
Join by Phone: (669) 900-6833

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**7:00 PM**
	A. Record Attendance			1 m
	B. Call the Meeting to Order			
	C. Approval of the Agenda	Vote	David Brockmyer	1 m
	D. Public Comments			2 m
II.	**Finance**			**7:04 PM**
	A. Finance Training Workshop - Part 2	Discuss	Spencer Styles	30 m
III.	**Operations**			**7:34 PM**

		Purpose	Presenter	Time
A.	Shared Services Presentation	Discuss	Royce Gough	15 m
B.	Uniform Complaint Policy and Procedures	Vote	Jenell Sherman	5 m
C.	Admissions & Enrollment Policy	Vote	Jenell Sherman	5 m
IV.	**Closing Items**			**7:59 PM**
A.	Board of Director's Comments & Requests	Discuss		2 m
B.	Announcement of Next Regular Scheduled Board Meeting January 26, 2021 at 6:00 p.m.	FYI		1 m
C.	Adjourn Meeting	Vote		

Public Comment Rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, Zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate to the administrative team of your desire to address the Board or simply communicate orally your desire to address the Board when the Board asks for public comments. Speakers may be called in the order requests are received. Comments are limited to 2 minutes each, with no more than 15 minutes per single topic. If a member of the public utilizes a translator to address the Board, those individuals are allotted 4 minutes each. If the Board utilizes simultaneous translation equipment in a manner that allows the Board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: The Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at (562) 584-0427 at least 48 hours before the scheduled board meeting so every reasonable effort can be made to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

Coversheet

Finance Training Workshop - Part 2

Section: II. Finance
Item: A. Finance Training Workshop - Part 2
Purpose: Discuss
Submitted by:
Related Material: Charter Finance 210 Part II.pdf

CHARTER IMPACT

Charter Finance 210, part II

A Step Beyond the Basics of Charter Finance 101 for Board Members

Agenda

I. Reviewing Financial Packages – Test Case

II. Q and A

Financial Package Elements

The financial statement package provided on a monthly basis is intended to give both a retrospective and prospective view of the organizations financial condition. The possible elements included in the monthly package include:

- *Executive Summary*
- *Monthly Cash Flow/Forecast*
- *Budget vs. Actual*
- *Statement of Financial Position*
- *Statement of Cash Flows*
- *AP Aging*
- *Monthly Check Register*

Enrollment

Enrollment, and attendance in some cases, is the main driver of school revenue. Good financial oversight must start with understanding enrollment.

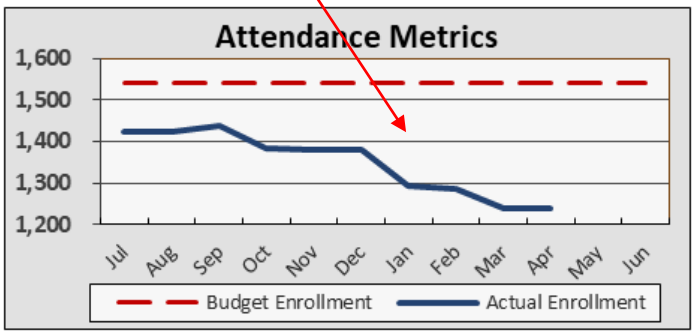
Do these changes match your expectations and other discussions about school operations?

Are enrolled students attending on a regular basis?

How does the actual enrollment compare to the budget?

Enrollment & Per Pupil Data			
	Avg-YTD	**Forecast**	**Budget**
Average Enrollment	*1349*	*1540*	*1540*
Attendance Rate	*91.7%*	*95.0%*	*95.0%*
Revenue per Student		*$12,130*	*$12,611*
Expenses per Student		*$12,118*	*$12,162*

What direction is enrollment trending?



Is the forecast updated to match the current enrollment?

Revenue

Maintaining a balanced budget means starting with the funds you have, ***THEN*** allocating them to meet needs.

Is it possible to estimate revenue more accurately in the future?

How does the year-to-date revenue compare to the year end forecast?

How does the change in forecasted revenue compare to the changes in enrollment?

	Year-to-Date			Annual		
	Actual	Budget	Fav/ (UnFav)	Forecast @6/30/2018	Budget	Fav/ (UnFav)
Revenue						
Core State Funding	$ 6,885,720	$ 7,782,756	$ (897,036)	$ 15,930,925	$ 15,791,793	$ 139,132
Federal Revenue	748,321	430,572	317,749	1,106,198	1,125,157	(18,958)
Other State Revenue	798,732	1,071,633	(272,901)	1,522,725	2,262,346	(739,621)
Other Local Revenue	75,218	209,824	(134,605)	120,666	241,062	(120,396)
Total Revenue	**$ 8,507,991**	**$ 9,494,784**	**$ (986,793)**	**$ 18,680,514**	**$ 19,420,358**	**$ (739,844)**

Do delays in funding require more collection activities?

Are particular revenue sources changing from the budget?

Expenses

Properly allocating spending requires understanding the difference between "wants" and "needs" and adjusting based on available resources.

Does the school spending mirror it's priorities?

Are there any significant changes from the budget?

	Year-to-Date			Annual		
	Actual	Budget	Fav/ (UnFav)	Forecast @6/30/2018	Budget	Fav/ (UnFav)
Expenses						
Certificated Salaries	$ 3,055,224	$ 3,734,807	$ 679,583	$ 4,761,632	$ 5,617,037	$ 855,405
Classified Salaries	2,090,993	1,619,447	(471,546)	3,187,712	2,449,669	(738,043)
Benefits	2,051,764	2,098,070	46,306	3,173,506	3,146,499	(27,007)
Books and Supplies	1,198,199	1,835,414	637,214	1,744,772	2,238,888	494,116
Student Services	159,850	314,927	155,078	259,066	495,000	235,934
Professional Services	342,938	371,528	28,589	725,294	627,918	(97,376)
Facilities	2,293,441	2,080,903	(212,538)	3,408,691	3,121,355	(287,336)
Operations	639,302	570,552	(68,750)	924,000	880,328	(43,672)
Depreciation	102,944	101,583	(1,361)	161,935	152,374	(9,561)
Interest	210,000	-	(210,000)	315,000	-	(315,000)
Total Expenses	**$ 12,144,656**	**$ 12,727,231**	**$ 582,575**	**$ 18,661,607**	**$ 18,729,068**	**$ 67,461**

Were budget overages previously discussed and approved?

Are there any surprise expenses?

If revenue is decreasing, are expenses being reduced proportionately?

Assets

Assets represent everything the school owns and everything it is owed as of a specific point in time.

Does the school have sufficient cash to meet operating needs?

Do collection activities need to be increased?

Are there any transactions with related parties?

Is cash increasing or decreasing?

Are the school's assets liquid or tied up in permanent fixtures?

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	$ 2,269,841	$ 2,572,309	$ (302,468)	-12%
Accounts Receivable	-	12,667	(12,667)	-100%
Public Funding Receivables	941,894	2,884,146	(1,942,252)	-67%
Due To/From Related Parties	15,000	-	15,000	100%
Prepaid Expenses	-	41,834	(41,834)	-100%
Total Current Assets	**3,226,735**	**5,510,956**	**(2,284,221)**	**-41%**
Long Term Assets				
Property & Equipment, Net	625,307	728,251	(102,944)	-14%
Deposits	10,000	10,000	-	0%
Total Long Term Assets	**635,307**	**738,251**	**(102,944)**	**-14%**
Total Assets	**$ 3,862,042**	**$ 6,249,207**	**$ (2,387,165)**	**-38%**

Liabilities

Liabilities represent everything the school owes to others as of a specific point in time.

Do you fully understand all of the school's obligations?

Are invoices being received on a timely basis?

Is the school maintaining cash levels by not paying bills? *(check the AP Aging)*

Does the school have enough cash to meet current needs? *(compare current assets to current liabilities)*

Are outstanding obligations increasing?

Are there any covenants or restrictions from lenders?

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Liabilities				
Current Liabilities				
Accounts Payable	$ 542,848	$ 245,330	$ 297,518	121%
Accrued Liabilities	1,401,296	754,530	646,766	86%
Deferred Revenue	18,128	139,303	(121,175)	-87%
Total Current Liabilities	**1,962,272**	**1,139,163**	**823,109**	**72%**
Long Term Liabilities				
Deferred Rent, Net	1,186,289	759,897	426,392	56%
Notes Payable, Net	3,500,000	3,500,000	-	0%
Total Long Term Liabilities	**4,686,289**	**4,259,897**	**426,392**	**10%**
Total Liabilities	**6,648,561**	**5,399,060**	**1,249,501**	**23%**

Debt Covenants	Forecast	Budget
Days Cash On Hand *(45 min)*	36.07	63.85
Debt Service Coverage *(1.20 min)*	1.01	1.24
Fund Balance Reserve *(5% min)*	4.7%	8.2%

Accounts Payable Aging

The accounts payable aging shows all outstanding invoices that are awaiting payment and how old they are. Old invoices indicate that bills are being paid late and service could be disrupted.

Vendor Name	Invoice/Credit Number	Invoice/Credit Date	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Vendor Name	1	2/9/2019	$ 60	$ -	$ -	$ -	$ -	$ 60
Vendor Name	200326	8/31/2017	-	-	-	-	19,306	19,306
Vendor Name	APEX051418	5/14/2018	-	-	-	-	21,704	21,704
Vendor Name	APEX062918	6/29/2018	-	-	-	-	22,884	22,884
Vendor Name	2856	1/7/2019	-	2,002	-	-	-	2,002
Vendor Name	0000062647	12/12/2018	-	-	86,715	-	-	86,715
Vendor Name	0000062810	1/7/2019	-	6,804	-	-	-	6,804
Vendor Name	1701302	2/15/2019	9,259	-	-	-	-	9,259
Vendor Name	1701306	2/15/2019	8,409	-	-	-	-	8,409
Vendor Name	110044322-0	11/9/2018	-	-	-	46,347	-	46,347
Vendor Name	112220575-0	1/9/2019	-	33,910	-	-	-	33,910
Vendor Name	69148021	12/26/2018	-	-	4,382	-	-	4,382
	Total Outstanding Invoices		**$ 108,245**	**$ 100,694**	**$ 96,831**	**$ 56,120**	**$ 180,958**	**$ 542,848**
			20%	**19%**	**18%**	**10%**	**33%**	

Are vendor relationships being strained?

Are invoices being paid a timely basis?

Is the AP Aging complete?
(The total should match the AP balance on the Statement of Financial Position)

Fund Balance

Also known as "Net Assets" The Fund Balance represents "net worth" of the school. It consists of all of the accumulated surpluses and deficits going back to the date the organization was first created.

Debt Covenants	Forecast	Budget
Days Cash On Hand *(45 min)*	36.07	63.85
Debt Service Coverage *(1.20 min)*	1.01	1.24
Fund Balance Reserve *(5% min)*	4.7%	8.2%

Are covenant minimums being met?

Is the budget balanced?

	Year-to-Date			*Annual*		
	Actual	Budget	Fav/ (UnFav)	Forecast @6/30/2018	Budget	Fav/ (UnFav)
Total Surplus(Deficit)	**$ (3,636,665)**	**$ (3,232,447)**	**$ (404,219)**	**$ 18,907**	**$ 691,290**	**$ (672,383)**
Beginning Fund Balance	850,147	850,147		850,147	850,147	
Ending Fund Balance	**$ (2,786,518)**	**$ (2,382,300)**		**$ 869,054**	**$ 1,541,437**	
As a % of Annual Expenses	*-14.9%*	*-12.7%*		*4.7%*	*8.2%*	

If the school sold all of its assets, collected its receivables and paid off all of its liabilities, the Fund Balance is what would be left over.

Are there significant timing differences between when expenses are incurred and revenue received?

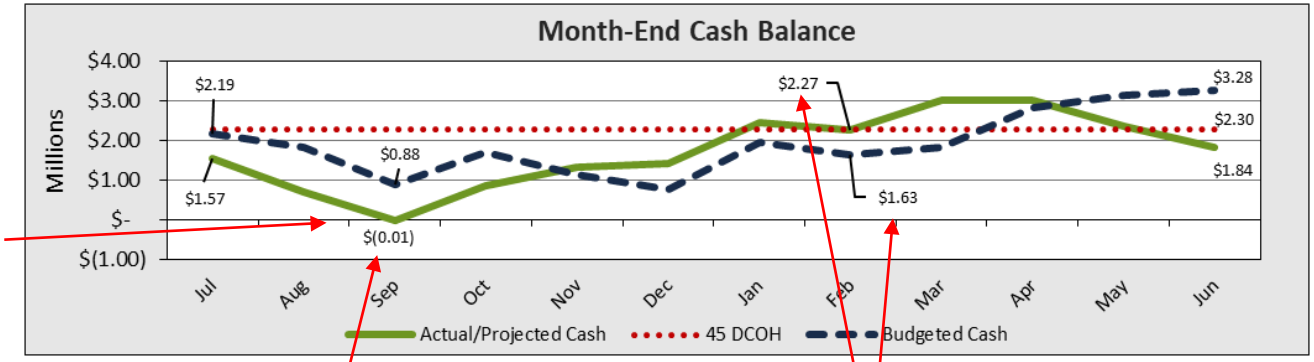
Are there minimum "reserves" required by the authorizer or state?

Cash Flow Forecast

There are often significant difference between the time that revenue is received, and bills need to be paid. In addition to maintaining a balanced budget, the school should monitor its expected cash balances throughout the year.

Should be Board set a minimum cash reserve to prepare for the unknown?

Are there any cash shortfalls during the year?



Will any loans be needed ?
(And what options does the school have?)

Is the actual cash balance consistent with the budget?

CHARTER IMPACT

Empowering charter schools and non-profits with financial management and operational support.

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Coversheet

Shared Services Presentation

Section: III. Operations
Item: A. Shared Services Presentation
Purpose: Discuss
Submitted by:
Related Material: Shared services presentation for 1.19.pdf

Independent, Together

A path forward for shared services

Why?

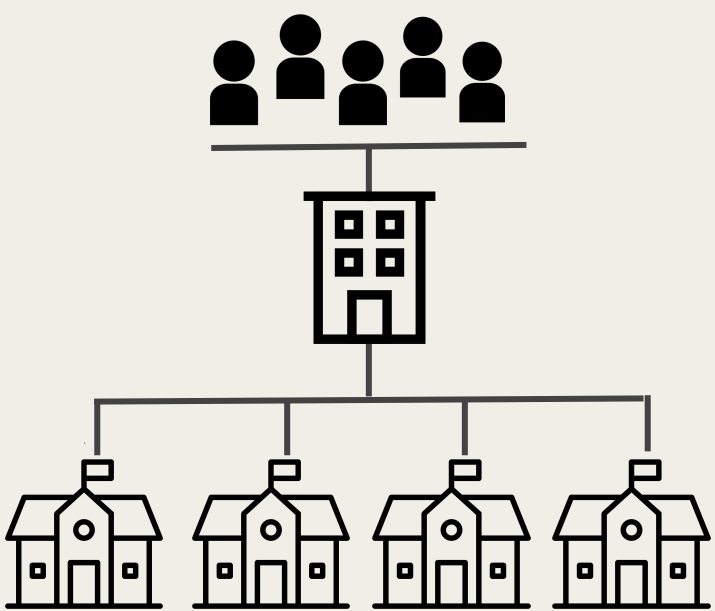
- Our ‘Family of Schools’
- Identity crisis
- MOU
- Choice
- Consistency

What?

- An organizational structure that collaboratively represents our joint interests
- Maintain current level of services
- Expand some services

How?

- CSO





Getting started

- Each school would join via Board Resolution
- Each school would nominate Board representative
- At first meeting of the CSO Board, the Board would establish the organization.

When?



Staffing

First CSO Board meeting

Establish Org

Job posting/ hiring

Building

Notifications

Research

Systems Development

Revision

Systems Development

Technology

Launch tech services

Begin rollout

Communication

Launch communication Services

Begin rollout

Launch

July 1st go live

Thank You

Questions

Coversheet

Uniform Complaint Policy and Procedures

Section: III. Operations
Item: B. Uniform Complaint Policy and Procedures
Purpose: Vote
Submitted by:
Related Material: UCP Policy and Procedures - Feather River.pdf

UNIFORM COMPLAINT POLICY AND PROCEDURES

Feather River Charter School ("Charter School") complies with applicable federal and state laws and regulations. Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate.

Scope

This complaint procedure is adopted to provide a uniform system of complaint processing ("UCP") for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.

2. Complaints alleging a violation of state or federal law or regulation governing the following programs:

   - Accommodations for Pregnant, Parenting or Lactating Students;
   - Adult Education;
   - Career Technical and Technical Education;
   - Career Technical and Technical Training;
   - Child Care and Development Programs;
   - Consolidated Categorical Aid;
   - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
   - Every Student Succeeds Act;
   - Migrant Education Programs;
   - Regional Occupational Centers and Programs; and/or
   - School Safety Plans.

3. Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.

a. "Educational activity" means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.

b. "Pupil fee" means a fee, deposit or other charge imposed on students, or a student's parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:

   i. A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.

   ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.

   iii. A purchase that a student is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.

c. A pupil fees complaint and complaints regarding local control and accountability plans ("LCAP") only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.

d. If Charter School finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, Charter School shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by Charter School to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board.

e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or Charter School and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or LCAP under Education Code sections 47606.5 and 47607.3, as applicable. If Charter School adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Charter School acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. Charter School cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, Charter School will attempt to do so as appropriate. Charter School may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the Executive Director or designee on a case-by-case basis. Charter School shall ensure that complainants are protected from retaliation.

Compliance Officer

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure Charter School's compliance with law:

Darcy Belleza
Deputy Director
P.O. Box 760
Orangevale 95662
916- 664-8653

The Executive Director or designee shall ensure that the compliance officer(s) designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the Executive Director or designee.

Should a complaint be filed against the Deputy Director, the compliance officer for that case shall be the Executive Director of the school named in the complaint.

Notifications

The Executive Director or designee shall make available copies of this Policy free of charge. The annual notice of this Policy may be made available on Charter School's website.

Charter School shall annually provide written notification of Charter School's UCP to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

The annual notice shall be in English. When necessary under Education Code section 48985, if fifteen (15) percent or more of the students enrolled in Charter School speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language.

The annual notice shall include the following:

1. A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.

2. A statement clearly identifying any California State preschool programs that Charter School is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that Charter School is operating pursuant to Title 22 licensing requirements.

3. A statement that Charter School is primarily responsible for compliance with federal and state laws and regulations.

4. A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.

5. A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.

6. A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

7. A statement that the complainant has a right to appeal Charter School's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of Charter School's decision, except if Charter School has used its UCP to address a complaint that is not subject to the UCP requirements.

8. A statement that a complainant who appeals Charter School's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

9. A statement that if Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, Charter School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.

10. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3.

11. A statement that copies of Charter School's UCP shall be available free of charge.

Procedures

The following procedures shall be used to address all complaints which allege that Charter School has violated federal or state laws or regulations enumerated in the section "Scope," above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

- **Step 1: Filing of Complaint**

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint of unlawful discrimination, harassment, intimidation or bullying may be 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 unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the Executive Director or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the Executive Director or designee shall be made in writing. The period for filing may be extended by the Executive Director or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The Executive Director shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Charter School Board of Directors approved the LCAP or the annual update was adopted by Charter School.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, Charter School staff shall assist the complainant in the filing of the complaint.

- **Step 2: Mediation**

Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

The use of mediation shall not extend Charter School's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

- **Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

The complainant and/or the complainant's representative shall have an opportunity to present evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or a complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

Charter School's refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

- **Step 4: Final Written Decision**

Charter School shall issue an investigation report (the "Decision") based on the evidence. Charter School's Decision shall be in writing and sent to the complainant within sixty (60) calendar days of Charter School's receipt unless the timeframe is extended with the written agreement of the complainant. Charter School's Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The Decision shall include:

1. The findings of fact based on evidence gathered.

2. The conclusion providing a clear determination for each allegation as to whether Charter School is in compliance with the relevant law.

3. Corrective actions, if Charter School finds merit in the complaint and any are warranted or required by law.

4. Notice of the complainant's right to appeal Charter School's Decision within thirty (30) calendar days to the CDE, except when Charter School has used its UCP to address complaints that are not subject to the UCP requirements.

5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of Charter School's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

Appeals to the CDE

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with Charter School and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

1. Charter School failed to follow its complaint procedures.

2. Relative to the allegations of the complaint, Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.

3. The material findings of fact in Charter School's Decision are not supported by substantial evidence.

4. The legal conclusion in Charter School's Decision is inconsistent with the law.

5. In a case in which Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the complainant has appealed the Decision, the Executive Director or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.

2. A copy of the Decision.

3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.

4. A report of any action taken to resolve the complaint.

5. A copy of Charter School's complaint procedures.

6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to Charter School for resolution as a new complaint. If the CDE notifies Charter School that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, Charter School will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by Charter School when one of the conditions listed in 5 C.C.R. section 4650 exists, including but not limited to cases in which through no fault of the complainant, Charter School has not taken action within sixty (60) calendar days of the date the complaint was filed with Charter School.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if Charter School has appropriately, and in a timely manner, apprised the complainant of their right to file a complaint.

[INSERT CHARTER SCHOOL LETTERHEAD]

UNIFORM COMPLAINT PROCEDURE FORM

Last Name: _____ First Name/MI: _____

Student Name (if applicable): _____ Grade: _____ Date of Birth: _____

Street Address/Apt. #: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

School/Office of Alleged Violation: _____

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:

- ☐ Adult Education
- ☐ Career Technical and Technical Education/Career Technical and Technical Training
- ☐ Child Care and Development
- ☐ Consolidated Categorical Aid Programs
- ☐ Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families
- ☐ Every Student Succeeds Act
- ☐ Local Control Funding Formula/ Local Control and Accountability Plan
- ☐ Migrant Education Programs
- ☐ Regional Occupational Centers and Programs
- ☐ School Plans for School Achievement
- ☐ School Safety Plan
- ☐ Pupil Fees
- ☐ Pregnant, Parenting or Lactating Students

For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:

- ☐ Age
- ☐ Ancestry
- ☐ Color
- ☐ Disability (Mental or Physical)
- ☐ Ethnic Group Identification
- ☐ Gender / Gender Expression / Gender Identity
- ☐ Genetic Information
- ☐ Immigration Status/Citizenship
- ☐ Marital Status
- ☐ Medical Condition
- ☐ Nationality / National Origin
- ☐ Race or Ethnicity
- ☐ Religion
- ☐ Sex (Actual or Perceived)
- ☐ Sexual Orientation (Actual or Perceived)
- ☐ Based on association with a person or group with one or more of these actual or perceived characteristics

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

_____

_____

_____

_____

_____

_____

_____

_____

_____

2. Have you discussed your complaint or brought your complaint to any Charter School personnel? If you have, to whom did you take the complaint, and what was the result?

_____

_____

_____

_____

_____

_____

_____

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

   I have attached supporting documents. ☐ Yes ☐ No

Signature: _____ Date: _____

Mail complaint and any relevant documents to the Compliance Officer:

Darcy Belleza
Deputy Director
P.O. Box 760
Orangevale 95662
916- 664-8653

Coversheet

Admissions & Enrollment Policy

Section: III. Operations
Item: C. Admissions & Enrollment Policy
Purpose: Vote
Submitted by:
Related Material: Admissions and Enrollment Policy_FR_01.17.21.1.pdf

BACKGROUND:
This policy is to expand and replace the school's current Public Random Drawing/Lottery Policy and serves as a technical amendment to Element 8 of the School's charter petition effective for the 2020-21 school year.

Admissions & Enrollment Policy

Feather River Charter School ("School") is committed to providing quality education to all students who wish to attend in accordance with applicable law. Based on available resources, it may be necessary to limit admissions, and in that event a Public Random Drawing/Lottery will be held to determine admission.

The School will implement this policy in compliance with Education Code section 220. In addition, admission preferences will not limit enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.

The purpose of the Feather River Charter School Governing Board approving the Admissions and Enrollment Policy is to accomplish the following:

1. Establish the procedures for admissions and enrollment in Feather River Charter School ("School") in accordance with School's charter petition and applicable law.

2. Establish the procedures under which Feather River Charter School ("School") will conduct the School's public random drawing/lottery in the event that applications for enrollment exceed the School's capacity.

Application and Enrollment: The School is a nonclassroom-based charter school that operates solely as an independent study program. Admission to the School is open to any student who resides within the boundaries of Sutter County or an adjacent county. The School will accept all students who wish to attend, so long as it has the capacity to serve them in accordance with Education Code section 47605(e).

1. Determining Capacity: The School's Board or Executive Director will annually determine the maximum enrollment by "grade level" (by specific grade level or encompassing all grade levels served) for each school year based on, among other factors, the annual budget, staffing, applicable legal requirements, and available resources prior to the start of the Open Enrollment Period. The Executive Director may update the School's capacity throughout the year as needed to meet the needs of the School.

2. Open Enrollment Period and Application Deadline: The Board or Executive Director will set an Open Enrollment Period each year. Applications will be accepted during the publicly advertised Open Enrollment Period each year for enrollment for the following school year.

   Current Families Required to Confirm Intent to Return: Families with currently enrolled students must submit a form/application to confirm their intent to return to the school next year and/or continue with their current teacher by the end of the Open Enrollment Period to remain enrolled in the School for the following school year. If an enrolled student fails to provide this form/application, they will not have guaranteed admission for the following school year as a currently enrolled student. This means the student loses their spot and will have to submit another application if they are interested in enrolling in the School for the following school year.

3. Determine if Lottery is Needed: Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment lottery each year, applications shall be counted to determine whether the School has received more applications than capacity.

    - If there are more spots available than applicants, the School will not conduct a lottery. The School will enroll all applicants and inform them they are enrolled.
    - If the School received more applications that spaces available, the School will hold a public random drawing conducted in accordance with the procedures set forth in this Policy, the School's charter and applicable law to determine admission for the impacted grade level or levels, with the exception of existing students,[1], [2] who are guaranteed admission in the following school year.

Lottery Procedures: If a Lottery is necessary, the School will conduct a Lottery during the spring semester before the academic year for which enrollment is sought.

1. Enrolling Current Students: Students currently enrolled in the school at the close of the Open Enrollment period[1] and who have completed the Intent to Return Form are exempt from the lottery and guaranteed admission.

    Admission preferences in the case of a public random drawing shall be given to students in the following order:

    1. Siblings of students admitted to or attending the School [2];
    2. Students who are the children of teachers and staff of the School; and
    3. Students who reside within the Winship-Robbins Elementary School District boundaries.

2. Notice about Lottery

    Public notice of the Open Enrollment Period and public random drawing rules, deadlines, dates and times will be communicated in the enrollment applications and on the School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The School will inform parents/guardians of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date. This information will also be included

[1]For the 2021-22 school year, students "currently enrolled in the School" include students who were served by a teacher employed by FRCS during the 2020-21 school year or employed by FRCS as of 2021-22 school year. Students "currently enrolled in the School" also refer incoming ninth grade students who completed eighth grade at Winship Community School to provide students with the benefit of matriculating to a high school with a similar educational program. Students who are enrolled in the network of schools and who move during the course of an academic year into Sutter County or an adjacent county and wish to attend FRCS, shall be deemed "existing students."

[2]"Sibling" is defined as an applicant (1) who has at least one biological or adoptive parent in common with an admitted pupil; or (2) who has been legally adopted by or placed under the legal guardianship of at least one biological or adoptive parent of an admitted pupil. Step-siblings are only considered siblings if they reside at the same address as the admitted pupil.

in application forms. The School will provide sufficient notice to applicants if the School finds it necessary to change the Lottery date.

3. Lottery Preferences

There is no weighted priority assigned to most preference categories; rather, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above. Students who reside in the District will be grouped with students who reside outside the District, and the former will be given a weighted priority in that drawing.

4. Lottery Procedures

Randomly Drawing Applicants: Admission spaces are pulled by the designated lottery official (appointed by the Executive Director). Unique identifiers will be assigned to each applicant. The conduct of the Lottery will be open to the public and families are encouraged, but not required, to attend.

Creation of Lottery Waitlist: Once the enrollment cap has been reached, all students who were not granted admission due to capacity shall be given the option to put their name on a waitlist according to their draw in the lottery. This waitlist will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a waitlist carry over to the following school year.

Supporting Siblings: The Board recognizes that schools that serve families are more effective because of the enhanced ability for parents and children to align around a single, unified set of learning and behavioral objectives. If multiple children from the same family apply, the family will be assigned one number total, to ensure equity with other applicants. If the family number is pulled, all siblings will be admitted in furtherance of the School's mission to effectively serve families.

5. Notifying Applicants After Lottery

The School will notify applicants who were successfully drawn from the Lottery to offer admission.

Following the Lottery, students who are offered admission at the School at the time of the Lottery will have 10 calendar days, or another deadline as may be set by the Executive Director, to complete the registration process. If the Executive Director establishes a different deadline, this deadline will be communicated to families when admission is offered after the Lottery. If a student fails to timely complete the registration process, the spot will be filled from the waitlists and student will be presumed to no longer have interest in enrolling with the School.

If a student is extended an offer of admission due to one of the preferences noted in this Policy and the School's charter, the School may request supporting documentation as part of the enrollment process. The School will conduct a verification of such documentation before finalizing the student's enrollment and may disqualify an applicant who submitted materially false information.

After the Lottery process, and once an offer has been accepted by the family, additional information may be requested as part of the registration process in accordance with applicable law. The School shall not request a pupil's academic records or require the family to submit pupil's academic records before enrollment in accordance with Education Code section 47605(e).

Enrollment offers are valid only for the academic year for which the Lottery is conducted. There is no option to defer an offer of enrollment. Students accepting enrollment must generally complete required independent study agreements within seven (7) days of the beginning of the school year, unless otherwise advised by the School.

Waitlist Management: If a spot becomes available because an accepted student declines enrollment or fails to timely complete the enrollment process, a student leaves the School after the start of the academic year, or as spots become available, the School may notify families on the waitlist in the order they appear on the waitlist.

Students drawn from a waitlist will have 10 calendar days, or another deadline as may be set by the Executive Director, to complete the registration process. Applicants must complete the registration process by the deadline given by the School to confirm enrollment. If a student is offered a spot in writing twice and does not respond or does not complete the application in full, the student shall be removed from the waitlist.

Students who are not offered a spot for the academic school year for which the Lottery was held may remain on the waitlist for that academic year unless the parent or guardian requests that the student be removed from the waitlist earlier.

If there is no waitlist and there is capacity during the school year, School shall admit applicants in accordance with the School's charter petition and applicable law. If School did not conduct a Lottery because spots were available but gets oversubscribed during the school year, School should create a waitlist and add students to the waitlist on a first come, first served basis.

School waitlists shall not carry over from one year to the next. Students who have not been admitted will be required to submit a new enrollment application for the next school year and are required to participate in the Lottery if space is limited.

This Policy serves as a technical amendment to Element 8 of the School's charter petition effective for the 2020-21 school year.