FENTON PRIMARY CENTER

Charter Renewal Petition
And
Amendment to Grade Levels Served

Submitted on September 15, 2011
AMENDMENT TO GRADE LEVELS SERVED

In addition to the move to bring Fenton Avenue Charter School under the FCPS umbrella after eighteen years as an independent unincorporated school, a further restructuring of the two schools is necessary to relieve the traffic around the existing site and to improve the financial stability of the Fenton Primary Center. For this reason, this renewal petition includes the reconfiguration of the Fenton Primary Center to an elementary school serving students in kindergarten through 2\textsuperscript{nd} grade exclusively. Fenton Avenue Charter School will serve students in 3\textsuperscript{rd} through 5\textsuperscript{th} grade. Both schools will be of equal size in terms of enrollment: approximately 750 students at the Fenton Primary Center and 750 students at Fenton Avenue Charter School beginning in July 2012. Both schools will continue to give preference to students residing in the former Fenton Avenue Elementary School attendance area, with any remaining spaces allocated through a public random drawing. (See details in Element 1 for enrollment projections.)
# Table of Contents

**AFFIRMATIONS AND ASSURANCES** .................................................................................. 5

**INTRODUCTION** ............................................................................................................. 8
  Introduction ....................................................................................................................... 8
  Background of Fenton Primary Center ........................................................................... 8
  FPC Accomplishments .................................................................................................... 11
  Commitment ..................................................................................................................... 15

**ELEMENT 1 – THE EDUCATIONAL PROGRAM** ................................................................. 16
  School Information .......................................................................................................... 16
  Mission and Vision .......................................................................................................... 17
  An Educated Person of the 21st Century ...................................................................... 19
  How Learning Best Occurs ............................................................................................. 20
  Expected School-wide Learning Results and Goals of the Charter School .............. 21
  Students to be Served ..................................................................................................... 22
  A Typical Day .................................................................................................................. 23
  Curriculum and Instructional Design ............................................................................ 27
  Meeting the Needs of Diverse Learners ...................................................................... 36
    English Learners ........................................................................................................... 36
    Socioeconomically Disadvantaged Students ............................................................ 38
    Plan for Serving Academically High-Achieving Students ......................................... 39
    Plan for Serving Academically Low-Achieving Students .......................................... 39
    Special Education ........................................................................................................ 40

**ELEMENT 2 – MEASURABLE STUDENT OUTCOMES** ...................................................... 42
  Measurable Student Outcomes ..................................................................................... 46

**ELEMENT 3 – METHODS BY WHICH STUDENT OUTCOMES WILL BE MEASURED** .... 47
  Methods of Measurement ............................................................................................ 47
  Benchmarks .................................................................................................................. 48
  State Mandated Assessment .......................................................................................... 49
  Testing ............................................................................................................................ 49
  Use of Assessment Data ................................................................................................. 49

**ELEMENT 4 – GOVERNANCE** ........................................................................................ 51
  Non Profit Public Benefit Corporation ........................................................................ 51
  Board of Directors ......................................................................................................... 51
  Board Meetings and Duties ........................................................................................... 52
  Advisory Committees .................................................................................................... 55
  Parent Involvement in Governance ............................................................................. 57
  Public Laws .................................................................................................................. 57
  Grievance Procedure for Parents and Students .......................................................... 57
  LAUSD Charter Policy ................................................................................................. 58
  Responding to Inquiries ............................................................................................... 58
<table>
<thead>
<tr>
<th>Element</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notifications</td>
<td>58</td>
</tr>
<tr>
<td>Organizational Chart</td>
<td>59</td>
</tr>
<tr>
<td><strong>Element 5 – Employee Qualifications</strong></td>
<td>60</td>
</tr>
<tr>
<td>Equal Employment Opportunity.</td>
<td>60</td>
</tr>
<tr>
<td>Qualifications of School Employees</td>
<td>60</td>
</tr>
<tr>
<td>Selection of Highly Qualified Personnel</td>
<td>61</td>
</tr>
<tr>
<td>A High Quality Work Environment</td>
<td>62</td>
</tr>
<tr>
<td>Professional Responsibilities and Evaluation</td>
<td>64</td>
</tr>
<tr>
<td><strong>Element 6 – Health and Safety</strong></td>
<td>65</td>
</tr>
<tr>
<td>Safety of Pupils and Staff</td>
<td>65</td>
</tr>
<tr>
<td>Insurance</td>
<td>68</td>
</tr>
<tr>
<td>Insurance Requirements</td>
<td>69</td>
</tr>
<tr>
<td>Evidence of Insurance</td>
<td>70</td>
</tr>
<tr>
<td>Hold Harmless/Indemnification Provision</td>
<td>71</td>
</tr>
<tr>
<td><strong>Element 7 – Racial and Ethnic Balance</strong></td>
<td>72</td>
</tr>
<tr>
<td>Means to Achieve Racial and Ethnic Balance</td>
<td>72</td>
</tr>
<tr>
<td>Court-Ordered Integration</td>
<td>72</td>
</tr>
<tr>
<td>No Child Left Behind – Public School Choice (NCLB-PSC) Traveling Students</td>
<td>73</td>
</tr>
<tr>
<td>Federal Compliance</td>
<td>73</td>
</tr>
<tr>
<td><strong>Element 8 – Admission Requirements</strong></td>
<td>75</td>
</tr>
<tr>
<td>McKinney-Vento Homeless Assistance Act</td>
<td>76</td>
</tr>
<tr>
<td><strong>Element 9 – Financial Audits</strong></td>
<td>77</td>
</tr>
<tr>
<td>Financial Audits</td>
<td>77</td>
</tr>
<tr>
<td>District Oversight Costs</td>
<td>78</td>
</tr>
<tr>
<td>Balance Reserves</td>
<td>78</td>
</tr>
<tr>
<td>Special Education Revenue Adjustment/Payment for Services</td>
<td>78</td>
</tr>
<tr>
<td>Audit and Inspection of Records</td>
<td>79</td>
</tr>
<tr>
<td><strong>Element 10 – Student Suspensions/Expulsions</strong></td>
<td>80</td>
</tr>
<tr>
<td>Student Suspension and Expulsion Policy</td>
<td>80</td>
</tr>
<tr>
<td>General Discipline Policies</td>
<td>81</td>
</tr>
<tr>
<td>Enumerated Offenses</td>
<td>82</td>
</tr>
<tr>
<td>Gun Free Schools Act</td>
<td>88</td>
</tr>
<tr>
<td>Process for Suspension and/or Expulsion</td>
<td>88</td>
</tr>
<tr>
<td>Outcome Data</td>
<td>95</td>
</tr>
<tr>
<td>Interim Placement</td>
<td>95</td>
</tr>
<tr>
<td>Rehabilitation Plans</td>
<td>96</td>
</tr>
<tr>
<td>Readmission</td>
<td>96</td>
</tr>
<tr>
<td>Special Education Students</td>
<td>96</td>
</tr>
<tr>
<td><strong>Element 11 – Retirement Programs</strong></td>
<td>97</td>
</tr>
</tbody>
</table>

*Submitted on September 15, 2011 by Fenton Primary Center*
State Teachers’ Retirement System.................................................................97
Public Employees’ Retirement System..........................................................97
Public Agency Retirement System.................................................................97

Element 12 – Attendance Alternatives..............................................................98

Element 13 – Employee Rights........................................................................99

Element 14 – Dispute Resolution.....................................................................100

Element 15 – Public School Employer..............................................................102

Element 16 – Procedures to be Used if the Fenton Primary Center Closes........103
Revocation........................................................................................................103
Closure Action................................................................................................103
Closure Procedures.........................................................................................103
Facilities..........................................................................................................108
Health and Safety...........................................................................................111

Miscellaneous Provisions................................................................................112
Budgets and Financial Reporting.................................................................112
Mandated Costs..............................................................................................113
Transportation...............................................................................................113
Administrative Services................................................................................114
Facilities........................................................................................................114

Impact on Charter Authorizer.......................................................................115

Conclusion.......................................................................................................116
AFFIRMATIONS AND ASSURANCES

Fenton Primary Center (“FPC” or the “Charter School”), will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including, but not limited to:

• The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]

• The Charter School shall be deemed the exclusive public school employer of the employees of Fenton Primary Center for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]

• The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]

• The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]

• The Charter School shall admit all students who wish to attend the Charter School.

• The Charter School shall determine admission by a public random drawing, and if the number of pupils who wish to attend the school exceeds the school capacity, preference shall be extended to pupils who currently attend the Charter School and pupils who reside in the District EC 47605(d)(2)(B).

• The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]

• The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.

• The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to, credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]

• The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools is required to hold. As allowed by statute, flexibility will
be given to noncore, noncollege preparatory teachers. [Ref. California Education Code Section 47605(l)]

- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.

- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).

- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]

- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. California Education Code Section 47612.5(a)]

- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's education programs. [Ref. California Education Code Section 47605(c)]

- The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. California Education Code Section 47605-47605.1]

- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. California Education Code Section 47612(b), 47610]

- The Charter School shall not enroll pupils over nineteen (19) years of age unless continuously enrolled in public school, the student is not over the age of twenty-two (22) years, and making satisfactory progress toward high school diploma requirements.

- The Charter School shall not require any child to attend the Charter School nor any employee to work at the Charter School.

- The Charter School shall comply with all applicable portions of the No Child Left Behind Act.

- The Charter School shall comply with the Public Records Act.

- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall meet or exceed the legally required minimum of school days. [Ref. Title 5 California Code of Regulations Section 11960]

______________________________  ________________________
Irene Sumida, Executive Director  Date
INTRODUCTION

Introduction

This first Charter Renewal Petition reaffirms the commitment of the Fenton Primary Center staff, students, parents and school community to continue the efforts initiated in 2007 with the approval of our original charter petition.

The purpose of this document includes, but is not limited to: sharing the accomplishments of Fenton Primary Center since initial approval in June 2007, defining the goals of the Fenton Primary Center, describing the instructional program, identifying the desired academic and social outcomes anticipated for all students, and delineating the roles and responsibilities of each member of Fenton Primary Center community.

Background of Fenton Primary Center

The Fenton Primary Center is located in the northeast San Fernando Valley in the city of Lake View Terrace on the campus of Fenton Avenue Charter School (“FACS”), its affiliate school. As the Fenton Primary Center was originally a part of Fenton Avenue Charter School, educates the same students that were enrolled at Fenton Avenue Charter School, and was created to allow Fenton Avenue Charter School to move to a single-track calendar, it was informally agreed by all parties at the time or approval that the Fenton Primary Center would remain at the Fenton Avenue Charter School site until a separate location was identified and prepared for the off-shoot of the larger conversion school.

On November 15, 2006, the Fenton Avenue Charter School community, led by founders Angie Carter, Donald Parker and Irene Sumida, submitted a petition for a start-up charter as a means of alleviating overcrowding at Fenton Avenue Charter School and removing the conversion charter school from the year round, multi-track calendar FACS has followed for over 20 years. The start-up charter, the Fenton Primary Center, was designed to accommodate one-third of the students attending Fenton Avenue Charter School - all students in kindergarten and first grade. The start-up charter was also committed to serving all students living in the former Fenton Avenue Elementary School attendance area, while allowing other interested students the option of enrollment as space permitted. The Los Angeles Unified School District (“LAUSD” or the “District”) Board of Education unanimously approved the charter for the non-profit public benefit corporation and 501(c)(3) on March 13, 2007.

To accomplish the primary goal of relieving Fenton Avenue Charter School of at least one-third of the school’s enrollment, and thereby moving both schools to a single-track calendar, the Fenton Primary Center’s planned opening was contingent upon the approval of Fenton Avenue Charter School’s third renewal.
Fenton Avenue Charter School’s third renewal petition was submitted to the Charter Schools Division on November 15, 2006 along with the initial petition for the Fenton Primary Center. Although Fenton Avenue Charter School’s charter would not expire until June 30, 2008, the early renewal was requested to synchronize the efforts of the two schools and allow for work to begin on the move to a single-track calendar.

Due to numerous delays and the needs of the many charter schools authorized by LAUSD and expiring in June 2007, Fenton Avenue Charter School’s renewal was set aside, by mutual agreement, until June 2008, the original expiration date. The later than anticipated renewal of Fenton Avenue Charter School caused the opening of the Fenton Primary Center to be delayed by one year. This delay allowed for intense preparation prior to the official opening of FPC. Two grants were procured: a California Department of Education (“CDE”) grant (the Public Charter Schools Grant Program) for $600,000 and a Walton Family Foundation Grant for $230,000. The Fenton Primary Center’s LEA plan was approved by the State Board of Education just two days after the official opening of the school. The Los Angeles County Office of Education approved the school’s Technology/E-Rate Plan, and the Internal Revenue Service approved full tax exemption.

On July 7, 2008, the Fenton Primary Center opened and over 450 kindergarten and first grade students were enrolled in the start-up charter school. With the intention of relocating to a separate site and moving off the year round, multi-track calendar, construction plans were delayed and the two schools remain on the same calendar and same campus. Efforts to find a suitable location for FPC have continued, and although the short calendar and longer school day remain, the creation of Fenton Primary Center established a small learning community environment within both schools, and reinvigorated and refocused the instructional program.

In July 2011, a parcel less than one mile from Fenton Avenue Charter School was located and is now in escrow with close of escrow anticipated for December 2011. An architect has been contracted and plans are underway for a move to a newly constructed site and opening between January and July 2013.

The demographics of the Fenton Primary Center clearly reflect the surrounding community: 89.4% Hispanic, 6.7% African-American, 1.3% Filipino, 0.9% White, 0.7% Asian, 0.2% American Indian/Alaskan Native, and 0.8% Pacific Islander. Factors which are often used to identify "at risk" populations describe FPC students: 54% are English Learners, over 87% qualify for free or reduced price meals, and over 10% are identified as having special needs. The Charter School participates in a Targeted Assistance Title I program. The following chart illustrates the Charter School’s student population ethnicity since FPC opened in 2008-09.
The administrative staff includes the Director, Richard Parra, and Assistant Director, Dr. Michelle Rappino. The Office Manager, Cristina Moran, oversees the Fenton Primary Center office responsibilities.

The current faculty of the Fenton Primary Center includes 25 full-time staff members: 24 regular classroom teachers and a resource specialist teacher. The services of a school psychologist, an elementary school counselor, and a language and speech therapist are shared with Fenton Avenue Charter School. All faculty members are credentialed as per current law and are “highly qualified” as per the requirements of No Child Left Behind.

Other employees include the paraprofessional staff: one special education assistant and sixteen teacher assistants who work directly with students in classrooms and supervise students during recess and lunch. Selected paraprofessionals, working under the supervision of the Assistant Director, coordinate and implement a psychomotor program planned by classroom teachers and aligned with state physical education and national health fitness standards.

Additional employees shared with Fenton Avenue Charter School include the Family Center Director, an IT Manager, two technology specialists and a technology assistant, office personnel (Business Manager, Nurse’s Aide, and Attendance Officer), maintenance staff (Facilities Manager and three full-time custodians), Cafeteria Supervisor and seven cafeteria workers, two campus security aides, Database Coordinator and assistant, Resource Room assistants, and Afterschool Playground assistants.

As the two Fenton schools continued to prepare for the relocation of the Fenton Primary Center, concerns regarding traffic around the existing site, how to build and sustain a second school, and how to sustain the vision of the Fenton charter schools long-term led to the decision to establish a Charter Management Organization (“CMO”): the Fenton Charter Public Schools (“FCPS”). Fenton Avenue Charter School and the Fenton Primary Center now operate under the umbrella of this new CMO and non-profit public benefit corporation which is tax exempt under Internal Revenue Code Section 501(c)(3). The mission of the organization is to further promote the work initiated by Fenton Avenue Charter School at the time of conversion in 1993 and the work of the Fenton Primary Center:

<table>
<thead>
<tr>
<th>Year</th>
<th>American Indian or Alaska Native (Percent)</th>
<th>Asian (Percent)</th>
<th>Pacific Islander (Percent)</th>
<th>Filipino (Percent)</th>
<th>Hispanic (Percent)</th>
<th>African American (Percent)</th>
<th>White, not Hispanic (Percent)</th>
<th>Multiple or No Response (Percent)</th>
<th>Total Enroll.</th>
</tr>
</thead>
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<tr>
<td>2008-09</td>
<td>0 (0%)</td>
<td>1 (0.2%)</td>
<td>0 (0%)</td>
<td>6 (1.3%)</td>
<td>410 (91%)</td>
<td>28 (6.2%)</td>
<td>5 (1.1%)</td>
<td>1 (0.2%)</td>
<td>451</td>
</tr>
<tr>
<td>2009-10</td>
<td>1 (0.2%)</td>
<td>5 (1.1%)</td>
<td>2 (0.4%)</td>
<td>8 (1.7%)</td>
<td>405 (87.9%)</td>
<td>34 (7.4%)</td>
<td>6 (1.3%)</td>
<td>0 (0%)</td>
<td>461</td>
</tr>
<tr>
<td>2010-11</td>
<td>0 (0%)</td>
<td>3 (0.7%)</td>
<td>4 (0.9%)</td>
<td>6 (1.3%)</td>
<td>400 (89.5%)</td>
<td>30 (6.7%)</td>
<td>4 (0.9%)</td>
<td>0 (0%)</td>
<td>447</td>
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The mission of the Fenton Charter Public Schools is to offer a high quality innovative education to all students in a safe, secure, nurturing environment where students, parents and staff become a community of learners achieving collaborative and successful outcomes.

The creation of the Fenton Primary Center has given new impetus to the efforts of the Fenton community in meeting the needs of a very diverse student population. All members of the Fenton Primary Center community recognize and appreciate the independence that charter status allows, while accepting their responsibility and accountability for successful and genuine results for all students.

**FPC Accomplishments**

Seven specific goals are identified for charter schools in the Legislative intent of the Charter Schools Act. Each of these goals is highlighted on the following pages. The accomplishments of the Fenton Primary Center during the short three years the school has been in existence are listed under each goal.

1. **Improve pupil learning:**

   - Consistent school-wide emphasis on state standards and alignment of all resources are reflected by the following:

     - Curriculum that is based on the California State Content Standards
     - Instructional practices based on research and which are continuously refined
     - Assessment practices that utilize research-based evaluation
     - Grading procedures aligned to standards
     - Instructional strategies based on research and consistently implemented across all grade levels
     - Professional development activities determined by results of student assessment and aligned to Fenton Primary Center’s mission
     - Technology integration in academic areas to improve student interest in learning

   - Expanded technology tools are available for both students and teachers:

     - 112 networked computers in classrooms provide daily access to Internet-based software applications as well as other relevant, standards-aligned programs for students
     - Laptop computers on loan to all Fenton Primary Center teachers dock at custom-made workstations in every classroom for access to the Charter School’s DS3 line
     - All teacher work stations connect to a 4,500 lumen ceiling-mounted video projection unit which projects the teacher’s laptop, document camera, DVD or VCR player on to a six by eight foot retractable screen, accessible through a switch at the teacher station
     - A voice amplification system in every classroom which includes a wireless headset for the teacher and handheld microphone for student use
- An iPod Touch cart with 25 iPod Touches are available for teachers and students
- Through ARRA grants, sixteen iPods will be shared amongst two teachers in an effort to integrate technology and better meet the needs of special learners
- Through ARRA grants, fifteen iPads will be shared amongst three teachers in an effort to integrate technology and better meet the needs of special learners

• Greater consistency in art and music instruction with a focus on state content standards through the implementation of the following:

  - Part-time visual arts specialist provides instruction for kindergarten, first and second grade classes
  - Part-time music teacher provides weekly instruction for kindergarten, first and second grade classes; and primary chorus for first and second grade students
  - Partnership with California State University, Northridge College of Arts, Media and Communication provides additional professional development in the arts for teachers and participation in live theater for students throughout the year

• Students are held to high standards as reflected by consistent, clearly articulated, school-wide expectations:

  - Homework Policy, Technology Code of Ethics, Textbook Contract and Student Responsibility Code are components of the Home-School Contract (and have been developed and are revised yearly by the Parent/Community Advocacy Committee)
  - Regular communication with parents by the Charter School staff:
    
    * Parent Orientation conducted at the beginning of every school year for all grade levels
    * Parent conferences to review student progress conducted twice a year;
    * Standards-based progress reports
    * Periodic progress reports to report student progress toward mastery of standards
    * Bi-annual student awards assemblies to recognize positive citizenship, achievement, improvement and attendance
    * Parent Newsletter written by the Director to communicate current school events, progress, activities and State and Federal events that impact the Charter School

• Increasing the level of parent participation and enhancing parenting skills to nurture and support student achievement continue to be emphasized:

  - Parent education classes are regularly scheduled in the Fenton Family Center
  - Partnerships with local community agencies
  - Teachers develop a plan using the cognitive coaching approach and provide parent workshops to increase parent participation
- Kindergarten teachers develop parent workshops focused on modeling effective strategies to build phonemic awareness

• Increased articulation within grade level teams and across grade levels:
  - Lead Teachers who act as grade level chairs and mentor teachers are nominated and elected by their peers, and approved by the FCPS Board of Directors
  - Grade level meetings are scheduled during the regular day while students participate in a psychomotor program planned by teachers, supervised by administrators and implemented by paraprofessionals
  - Minimum days built in monthly provide additional collaboration and articulation time

2. **Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving:**

• Class size maintained at an average of twenty in grades K through 2

• Intervention programs:
  - A sixty-minute intervention class is offered once a week for 1st and 2nd grade students who are recommended by the teacher through a COST (Coordination of Services Team) meeting
  - Teachers collaborate and analyze classroom intervention strategies at grade level meetings to improve student learning

• Visual and Performing Arts Program:
  - Visual Arts:
    * A part-time visual arts specialist travels to kindergarten, first and second grade classrooms weekly providing lessons aligned with the California State Content Standards for the Visual and Performing Arts
  - Music Program:
    * A part-time music specialist travels to kindergarten, first and second grade classrooms weekly providing lessons aligned to the California State Content Standards for the Visual and Performing Arts

3. **Encourage the use of different and innovative teaching methods:**

• All computers are connected to the Charter School’s network providing access to standards-aligned software as well as a DS3 line for Internet access.

• All classrooms and offices have telephones with voice mail, and each room and office is connected to a school-wide intercom system. (The phone system is currently being upgraded to a Voice Over Internet Protocol (VOIP) system.)

4. **Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site:**
• Teachers participate in local, state and national conferences, workshops and seminars.

• All teachers are members of one of four advisory committees.

• Lead Teachers act as mentor teachers, grade level chairpersons, and provide peer assistance to experienced teachers as needed. A yearly stipend of $5,000 for each selected teacher recognizes the additional work and responsibility of the position.

• Cognitive coaching, completion of graduate degrees, additional credentials and National Board Certification are professional growth activities encouraged within the teacher evaluation system. Student achievement data provides additional insight into teacher effectiveness and is utilized as one component within the revised teacher evaluation process.

5. **Provide parents and students with expanded choices in the types of educational opportunities that are available within the public school system:**

• Parent Orientation is held at the beginning of each school year to communicate clear expectations and the partnership envisioned between parents, teachers and students:

  - Standards brochures created for each grade level (English and Spanish) which outline state standards in language arts, mathematics, science and history/social science
  - The Home-School Contract clearly delineates the responsibilities of the home and the responsibilities of the Charter School

• Parent education opportunities through the Fenton Family Center.

• Parent/Community Advocacy Committee evening meetings are held twice yearly to discuss future school plans and events.

6. **Hold the Charter School accountable for meeting measurable student outcomes, and provide the Charter School with a method to change from rule-based to performance-based accountability systems:**

• Received full six-year WASC accreditation (Western Association of Schools and Colleges).

7. **Provide vigorous competition within the public school system to stimulate continual improvements in all public schools:**

• Fenton Primary Center continues to attract a large number of students from the local area.

**Commitment**
Members of the Fenton Primary Center community have continued their active involvement in city, state and community groups, agencies and foundations which have common goals for the reform and improvement of education and the improvement of our city and communities. Charter School personnel continue to share best practices and collaborate with the District for the good of all children. Charter School personnel continue to share their experience with developers and existing schools to insure the continuance of quality charter schools.
ELEMENT 1 – THE EDUCATIONAL PROGRAM

“A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an ‘educated person’ in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.” Ed. Code § 47605 (b)(5)(A)

School Information

Address of the Charter School: 11828 Gain Street, Lake View Terrace, CA 91342

Phone number of the Charter School: (818) 896-7482

Contact person of the Charter School: Richard Parra, Director

The term of this charter shall be from July 1, 2012 to June 30, 2017

The grade configuration is kindergarten – 2nd grade

The number of students in the first year (after renewal) will be approximately 800.

The grade levels of the students the first year (after renewal) will be kindergarten, 1st and 2nd grades.

The scheduled opening date for the 2012-2013 school year is July 9, 2012.

The admission requirements include:

- California state residency is the only requirement for enrollment and the Charter School will admit all pupils who wish to attend the Fenton Primary Center subject only to capacity.
- Enrollment preference will be given to the children residing in the former attendance area of Fenton Avenue Elementary School with remaining open positions filled using a public random drawing.
- Pupils who move out of the attendance area, but who wish to remain at the Fenton Primary Center, may do so while abiding by all provisions of Fenton Primary Center’s Home-School Contract. To accommodate these families, younger siblings may also enroll at the Fenton Primary Center as space is available

The operational capacity will be 1,000 students.

The instructional calendar will be a modified concept 6 calendar (year round, multi-track) of 163 days on an extended daily schedule which is the equivalent, in instructional minutes, to 191 instructional days. (The Fenton Primary Center has also added 7 full days of instruction as per
the waiver approved by the State Board of Education.) Once the Fenton Primary Center has relocated to a separate site, the calendar will reflect a single-track schedule with 191 instructional days.

The bell schedule for the Charter School will be:

<table>
<thead>
<tr>
<th>Time</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:50</td>
<td>Start of School</td>
</tr>
<tr>
<td>9:30 - 9:50</td>
<td>Recess for kindergarten and 1st grade</td>
</tr>
<tr>
<td>10:05 – 10:25</td>
<td>Recess for 2nd grade</td>
</tr>
<tr>
<td>11:15 – 11:50</td>
<td>Lunch for kindergarten and 1st grade</td>
</tr>
<tr>
<td>11:40 – 12:15</td>
<td>Lunch for 2nd grade</td>
</tr>
<tr>
<td>1:45</td>
<td>Dismissal on Wednesdays (kindergarten)</td>
</tr>
<tr>
<td>2:00</td>
<td>Dismissal on Wednesdays (1st and 2nd grades)</td>
</tr>
<tr>
<td>3:00</td>
<td>Regular Dismissal (kindergarten)</td>
</tr>
<tr>
<td>3:15</td>
<td>Regular Dismissal (1st and 2nd grades)</td>
</tr>
</tbody>
</table>

*When the school moves to a single-track calendar, school will begin at 8:00 a.m. and end at 2:30 p.m. daily. Lunch will be extended to 45 minutes from the current 35 minutes. This schedule will create a calendar that provides 62,075 instructional minutes compared to the State-required 36,000 minutes for kindergarten, 50,400 for 1st and 2nd grade.

- If space is available, traveling students will have the option to attend.

**Mission and Vision**

*The mission of the Fenton Primary Center is to cultivate a love of learning by fostering an environment that promotes self-discovery, independence and an awareness of the connectedness between self and others.*

All members of the Primary Center community are responsible for the school-wide vision:

- The **students** of the Fenton Primary Center will actively seek learning opportunities by working cooperatively, thinking critically, and striving to master rigorous academic standards.

- The **students, parents and employees** of the Fenton Primary Center will collaboratively establish and model the highest standards for student achievement, positive self-esteem, pro-social values, and respect for cultural diversity.

- The **employees** of the Fenton Primary Center will demonstrate their belief in the value of lifelong learning and model the appropriate and desired behaviors and attitudes expected of students.

- The **Fenton Primary Center community** will work cooperatively and collaboratively to create a child-centered environment that is safe, free of violence,
drugs and fear, in which all partners are empowered by their own sense of ownership and responsibility to the Charter School.

• The **Fenton Primary Center community and partners** will maintain the highest level of integrity in fiscal management while seeking all available resources and using them effectively to support the instructional program.
Demographics/Academic Achievement of Surrounding Schools

<table>
<thead>
<tr>
<th>LAUSD SCHOOLS</th>
<th># of Students</th>
<th>Multi-Track School?</th>
<th>Program Improvement?</th>
<th>Met Schoolwide Growth Target?</th>
<th>Met all Subgroup Growth Targets?</th>
<th>API Score</th>
<th>API State Ranking</th>
<th>Similar Schools Rank</th>
<th>% of Students Eligible for Free/Reduced Lunch</th>
<th>% of Special Ed. Students</th>
<th>% of ELL Students</th>
<th>Latino</th>
<th>African American</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brainard El</td>
<td>238</td>
<td>No</td>
<td>Year 1</td>
<td>Yes</td>
<td>Yes</td>
<td>780</td>
<td>3</td>
<td>6</td>
<td>74</td>
<td>24</td>
<td>20</td>
<td>57</td>
<td>29</td>
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<tr>
<td>Broadus El</td>
<td>763</td>
<td>No</td>
<td>Year 4</td>
<td>Yes</td>
<td>Yes</td>
<td>773</td>
<td>1</td>
<td>2</td>
<td>100</td>
<td>9</td>
<td>46</td>
<td>96</td>
<td>2</td>
<td>&lt;1</td>
</tr>
<tr>
<td>Coughlin El</td>
<td>642</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>753</td>
<td>2</td>
<td>6</td>
<td>100</td>
<td>8</td>
<td>52</td>
<td>95</td>
<td>3</td>
<td>&lt;1</td>
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<tr>
<td>Gridley El</td>
<td>722</td>
<td>No</td>
<td>Year 5</td>
<td>Yes</td>
<td>Yes</td>
<td>776</td>
<td>2</td>
<td>4</td>
<td>100</td>
<td>10</td>
<td>48</td>
<td>96</td>
<td>2</td>
<td>&lt;1</td>
</tr>
<tr>
<td>Haddon El</td>
<td>878</td>
<td>No</td>
<td>Year 5</td>
<td>Yes</td>
<td>No</td>
<td>751</td>
<td>3</td>
<td>5</td>
<td>100</td>
<td>11</td>
<td>41</td>
<td>99</td>
<td>&lt;1</td>
<td>&lt;1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CHARTER SCHOOLS</th>
<th># of Students</th>
<th>Multi-Track School?</th>
<th>Program Improvement?</th>
<th>Met Schoolwide Growth Target?</th>
<th>Met all Subgroup Growth Targets?</th>
<th>API Score</th>
<th>API State Ranking</th>
<th>Similar Schools Rank</th>
<th>% of Students Eligible for Free/Reduced Lunch</th>
<th>% of Special Ed. Students</th>
<th>% of ELL Students</th>
<th>Latino</th>
<th>African American</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacoima Charter</td>
<td>1237</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>783</td>
<td>3</td>
<td>7</td>
<td>100</td>
<td>8</td>
<td>63</td>
<td>97</td>
<td>2</td>
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</tr>
<tr>
<td>Montague Charter</td>
<td>1102</td>
<td>No</td>
<td>Year 1</td>
<td>Yes</td>
<td>No</td>
<td>793</td>
<td>3</td>
<td>6</td>
<td>100</td>
<td>4</td>
<td>61</td>
<td>97</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

An Educated Person of the 21st Century

An educated person of the 21st century is a productive, responsible citizen who works cooperatively and collaboratively while maintaining a sense of self-confidence, self-reliance and self-direction. He/she demonstrates an awareness and acceptance of social and cultural diversity, is resilient to change, and draws upon a wealth of knowledge, skills and experience to make sound, rational decisions when dealing with adversity and resolving conflicts.
**How Learning Best Occurs**

Learning best occurs in a climate conducive to emotional safety and personal relevance. In such an environment, teachers serve as mentors, demonstrating enthusiasm for the subjects they teach, and guiding students to discover a passion for learning.

Charlotte Danielson, in describing the four domains of teaching, defines the second domain, the Classroom Environment, as consisting of the interactions which occur in a classroom. It is this domain which cultivates a culture of learning and creates a safe place for risk-taking.

“When students remember their teachers years later, it is often for the teacher’s skill in Domain 2. Students recall the warmth and caring their favorite teachers demonstrated, the high expectations for achievement, and the teacher’s commitment to their students. Students feel safe with these teachers and know that they can count on the teachers to be fair and, when necessary, compassionate.

Teachers who excel in Domain 2 consider their students as real people, with interests, concerns, and intellectual potential. In return, the students regard them as concerned and caring adults and entrust the teachers with their futures...These teachers are indisputably in charge, but their students regard them as a special sort of friend, protector, a challenger, someone who will permit no harm.”

*Enhancing Professional Practice: A Framework for Teaching*

2nd Edition

Charlotte Danielson, 2007

The Fenton Primary Center staff strives to maintain an emotionally secure environment in which children possess the confidence, stamina and perseverance required to master the challenging academic content of the California Standards and the intricacies of the English language.

To promote a school-wide atmosphere in which “learning best occurs,” *Discipline with Dignity*, a behavior management philosophy based on sound educational and psychological principles by Richard L. Curwin and Allen N. Mendler (1999), will serve as the basis for the Fenton Primary Center’s discipline and student behavior policy. Periodic staff development sessions will be scheduled and led by Fenton Charter Public Schools’ elementary counselor. These workshops will encourage the staff to share strategies and support systems to maintain a positive environment for students.

The Mutt-i-grees curriculum, developed by Yale University, has been adopted as the schoolwide program for promoting social/emotional learning. Led by Fenton Avenue Charter School classroom teacher, Barbara Aragón, the Mutt-i-grees Lead Team including Crystle Carpenter (classroom teacher); Shannon Coulter (classroom teacher); Toni Frear (school counselor); Mary Gunckel (primary science specialist); Martha May (classroom teacher); and Dr. Michelle Rappino, Assistant Director, Fenton Primary Center, has been trained in the curriculum, presented workshops at the School of the 21st Century Annual Conference at Yale University (July 2010) and Kentucky (July 2011), and the California Charter Schools 18th Annual
Conference (San Diego, California; March 2011). The Fenton charter schools are the lead California schools for both the Mutt-i-grees program and the Yale University School of the 21st Century project.

The Mutt-i-grees Curriculum is a new, innovative program that builds on children’s affinity for animals and highlights the unique characteristics and desirability of Mutt-i-grees, or shelter dogs. The curriculum teaches social and emotional skills and is unique in its bridging of humane education and the emerging field of Social and Emotional Learning (SEL). In a series of easily implemented lessons, children learn critical skills that will help them in school, at home, and later on in the workplace and in their interactions with people and, of course, with animals.

**Expected School-wide Learning Results and Goals of the Charter School**

The *Expected Schoolwide Learning Results* (ESLRs) identify the skills, knowledge and competencies expected of all students enrolled in the Fenton Charter Schools. The ESLRs are aligned with the specific goals set forth in this charter petition and were designed with input from parents, community and staff. The Fenton Charter Public Schools remain committed to the following ESLRs and goals:

**ESLR 1:** Every Fenton Avenue Charter School and Fenton Primary Center student will be an academic achiever:

- Able to read and comprehend, and effectively communicate ideas, opinions and information orally and in writing.
- Able to demonstrate mathematical, logic and reasoning skills and the ability to apply those skills in a variety of contexts.

**Goal 1:** Students will strive to master the rigorous academic content of the California State Content Standards, think critically and reflectively about their academic success, accepting personal responsibility for improvement.

**ESLR 2:** Every Fenton Avenue Charter School and Fenton Primary Center student will be a self-directed learner.

- Able to exhibit good study habits that include regular and punctual school attendance and effective time management to accomplish tasks.

**Goal 2:** Students will build a foundation for a responsible work ethic by regular and punctual attendance.

**ESLR 3:** Every Fenton Avenue Charter School and Fenton Primary Center student will be an effective communicator.

- Able to use reading, writing, speaking and listening skills to communicate accurately with others.
Goal 3: Students will master English language skills to fully access all educational, social, cultural and employment opportunities of mainstream society.

**ESLR 4:** Every Fenton Avenue Charter School and Fenton Primary Center student will be a responsible citizen.

- Able to demonstrate healthy, responsible behavior and work collaboratively in a diverse community.

Goal 4: Students will demonstrate pro-social behavior with a sense of responsibility to their peers, home and community.

The goals of the Fenton Primary Center enable all students to become self-motivated, competent and lifelong learners by addressing all aspects of the child’s development: emotional, social, cognitive, physical and reflective. The goals also place specific emphasis on the development of early literacy and strong English language development. All goals are supported by extensive research on brain development and mastery of early reading skills (Maurice J. Elias, et al, 1997; National Reading Panel, 2000 and National Research Council, 1998).

**Students to Be Served**

The Fenton Primary Center will provide a rigorous standards-based instructional program for students in kindergarten, first and second grade. Each grade level will include approximately 250 - 260 students and the capacity of the school will be 800 students. As space allows, pre-kindergarten and/or preschool will be added. The population will mirror the demographics of the surrounding community of Lake View Terrace and Pacoima, and the current Fenton Avenue Charter School and Fenton Primary Center student population.

All kindergarten students will participate in a full-day program beginning on the first day of school, and all students in all grades will attend school on an extended calendar of 191 instructional days. *(See Appendix A-1 for School Calendar)*

The Fenton Charter Public Schools continue to pursue the move to a traditional calendar with the identification of a separate site for the Fenton Primary Center and subsequent building project. Once on a traditional calendar, both schools will realize a true 191-day calendar. A site is now in escrow and it is anticipated that that school will relocate as early as January 2013 or as late as July 2013.

Preference for enrollment will be given to those students residing in the former geographic attendance area of Fenton Avenue Elementary with any remaining spaces assigned through a public lottery to be held on June 1st at 6:00 p.m. in the auditorium of Fenton Avenue Charter School prior to the start of each new school year. *(If June 1st should fall on a weekend, the public lottery drawing will be held on the Friday evening prior to June 1st).*
A Typical Day

A typical day at the Fenton Primary Center will be well organized and well structured to make the best use of time and space for students and staff. Clearly defined responsibilities and schedules will insure a safe campus where students are well supervised at all times and highly engaged in a rigorous instructional program. ("A Typical Day" is also included in Appendix A-2.)

5:30 a.m. Custodian and Cafeteria Supervisor arrive.

The custodian arrives and checks the campus for any breach in security or safety. Graffiti, vandalism, and custodial needs are addressed prior to the arrival of staff and students.

The Cafeteria Supervisor begins preparing breakfast for the approximately 600 students who will eat breakfast daily. He/she checks on the delivery of fresh milk, fruits and vegetables, and insures that all students receive a nutritious meal for breakfast and lunch daily. He/she will also begin preparing for the staff (coffee, breakfast items and lunch).

6:00 a.m. Administrators, teachers and other certificated staff begin to arrive.

First cafeteria worker arrives to assist with breakfast.

Administrators and teachers will be available for conferences as early as 5:30 a.m. to accommodate parents’ work schedules. Teachers’ scheduled hours are 7:40 a.m. to 3:25 p.m. and administrators’ hours are 7:30 a.m. to 4:00 p.m. All staff members are on campus well beyond their scheduled hours.

Administrators will meet with staff, parents and community members throughout the day during scheduled and unscheduled conferences.

6:30 a.m. Campus Security and Crossing Guards arrive.

Campus security will check the perimeter of the school. He/she will prepare for the drop-off of students and patrol the front of the school. Crossing guards set-up cones for drop-off locations and crosswalks. Throughout the day, this team will be visible to students and staff, assisting with students, safety and security.

Flags will be raised and the eating area will be prepared for students.

7:00 a.m. School nurse arrives (Tuesday and Thursday), second cafeteria worker arrives, supervision aides arrive to oversee breakfast service and supervise playground.

Committee meetings (Finance, Instruction, Parent and Community Advocacy, and/or Personnel) begin, and end at the start of the school day.

The Cafeteria Gate is opened and students will enter for breakfast. Students will be offered three choices for breakfast and all students eat for free. The Primary Center will complete all necessary procedures to apply for Provision 2 status from the Child Nutrition Services, California Department of Education once on a separate campus. The Fenton Primary Center currently participates in Provision 2 under the Fenton Avenue Charter School program.
Academic Student Study Team meetings will be scheduled with the Fenton Avenue Charter School staff as needed. The Fenton school psychologist, counselor, speech and language therapist, resource specialist teacher, and the Primary Center administrator will meet with selected teachers to discuss concerns regarding specific students and their academic progress.

Throughout the day, the support staff from Fenton Avenue Charter School (psychologist, counselor, speech and language therapist, and resource specialist teacher) will be scheduled to assist staff with student behavior concerns and problems.

7:30 a.m. Office manager arrives and assists teachers with supplies.

7:45 a.m. Breakfast service ends and cafeteria gate is closed.

7:50 a.m. Bell rings for the start of the school day and the Main Gate is locked.
Student Study Team meeting ends.

Students line up at marked areas on the yard (room numbers are painted on the playground). This line-up area is also where students line-up in an emergency (fire drill, earthquake drill, etc.).

Teachers will pick up classes from the yard and walk students to classrooms.

Administrator will check grounds to insure that all students are in classes and accounted for.

8:00 a.m. Attendance taken and cards taken to Main Office.
Paraprofessionals arrive.

The Office Manager and Office Assistant begin issuing “tardy slips” to students who have arrived late through the Main Office, documenting reasons for late arrival. After all students have been checked in, the Attendance Officer will begin calling parents of absent students and entering attendance in the Primary Center database.

Volunteers arrive and sign-in through the Main Office (all volunteers have previously completed clearance and orientation in the Fenton Family Center).

Fenton’s School Psychologist, Elementary Counselor and Speech and Language Therapist begin working with selected students and/or conducting assessments as contracted by the Primary Center.

The Resource Specialist Teacher will begin his program for selected students as needed: pull-out and collaboration.

Nurse begins calling for classes for vision screening, checks on immunizations, getting up-to-date medications and medical records.

Paraprofessionals will work in classrooms, supporting the instructional program as directed by teachers.

*Treasures* (language arts) instruction begins in most classes. The Primary Center teachers carefully plan their daily schedules to incorporate art and music specialists throughout the day and throughout the week. They accomplish this while also insuring the full implementation of the language arts, mathematics, history/social science and science programs.

9:30 a.m. First recess
Kindergarten and first grade students will be supervised by paraprofessionals at assigned areas. Equipment is marked for each set of areas and selected ball monitors from each room pick up equipment.

“Second Chance” breakfast will be served to students who missed breakfast before school.

**9:50 a.m.** Bell rings for end of first recess.

Students will line up at assigned areas and teachers will pick up students. Instruction in language arts continues, to be followed by instruction in mathematics. Selected classes participate in art or music instruction depending on schedules.

English Language Development Computer Lab schedule will begin for scheduled classes.

**10:05 a.m.** Second recess

Second grade will follow the same pattern as the first recess.

“Second Chance” breakfast will be served to students who missed breakfast before school.

**10:25 a.m.** End of second recess.

Classes will be picked up by teachers and instruction continues.

**11:00 a.m.** Paraprofessionals leave for the day (selected assistants remain to service students with special needs).

**11:15 a.m.** Lunch for kindergarten and first grade students

There will be five choices for lunch, and the eating area will be supervised by supervision aides (all aides will wear fluorescent green vests to insure they are easily identified by students).

**11:40 a.m.** Lunch for second grade (follows the same pattern as above).

**11:50 a.m.** End of kindergarten and first grade lunch.

**12:00 p.m.** Custodian arrives.

**12:15 p.m.** End of second grade lunch.

Teachers will pick-up students and return to classrooms to work on history/social science or science curriculum (or work with art or music specialists depending on schedule).

**12:45 p.m.** Kindergarten or first grade classes assemble for psychomotor program. (Mondays and Thursdays, or Tuesdays and Fridays)
Grade level meetings will be held and teachers work on lesson planning, reviewing and monitoring pacing of each curricular area, and review assessments, benchmarks and progress of students.

1:25 p.m.   End of psychomotor.

Teachers will pick-up students and return to classrooms to continue instruction.

1:30 p.m.   Second grade classes assemble for psychomotor program. (Mondays and Thursdays, or Tuesday and Fridays)

Grade level meetings will be held and teachers work on lesson planning, reviewing and monitoring pacing of each curricular area, and review assessments, benchmarks and progress of students.

1:45 p.m.   Dismissal for kindergarten – Wednesdays only (and only while on the year round, multi-track calendar)

2:00 p.m.   Dismissal for first and second grades – Wednesdays only (and only while on the year round, multi-track calendar)

2:10 p.m.   Staff development and staff meetings scheduled on Wednesday afternoons. (When the school moves to a single-track calendar, staff development and staff meetings will be held after dismissal.) Behavior Student Study Team meetings with parents scheduled as needed.

2:20 p.m.   End of psychomotor (Mondays and Thursdays, or Tuesdays and Fridays)

3:00 p.m.   End of regular school day for kindergarten.

Campus security and assigned paraprofessionals oversee dismissal. Teachers walk classes to assigned gates for dismissal (each grade level is assigned a different dismissal gate to alleviate congestion and create a safer environment). Students who remain for after school programs walk to assigned meeting areas:
• Afterschool Playground
• LA’s BEST and 21st Century Kids Afterschool Program
• Students receiving tutoring by classroom teachers remain in classrooms.

3:15 p.m.   End of regular day for first and second grades

4:00 p.m.   Office Manager leaves for the day.

4:30 p.m.   Office Assistant leaves for the day.

6:00 p.m.   LA’s BEST, 21st Century Kids and Fenton Primary Center Afterschool Program end.
Parents check students out at assigned gates.

Most staff members will have departed for the day unless parents have requested a late conference or committee or parent informational meetings have been scheduled for the community. Custodial staff will check all classrooms, offices, and gates to insure all areas are locked and inaccessible.

8:30 p.m. Custodian leaves for the day.

Attached as Appendix A-3 is the Bell Schedule, which is also included on page 17.

Curriculum and Instructional Design

Curriculum

Fenton Primary Center has adopted and implemented the usage of Thinking Maps school-wide. Thinking Maps are eight essential thought processes defined and illustrated by graphic representations. With the implementation of Thinking Maps, Fenton Primary Center teachers are providing students with the fundamental skills and tools necessary to be self-directed learners and independent thinkers.

Thinking Maps promote “equity of access to and explicit teaching of higher order thinking tools for every child and every adult on the journey to lifelong learning.”

Thinking Maps: A Language for Learning
Dr. David Hyerle

Fenton Primary Center has trained the entire staff on the proper usage and implementation of Thinking Maps and has a classroom teacher who is fully trained as a Trainer of Trainers by Thinking Maps, Inc.

With a majority student population of English Learners, the instructional program emphasizes hands-on activities to build experiential background, receptive and expressive vocabulary, and oral fluency and comprehension in English, all critical for the mastery of the challenging requirements of California’s Academic Content Standards.

“The relationship between vocabulary knowledge and academic achievement is well established. As early as 1941, researchers estimated that for students in grades 4 through 12, a 6,000-word gap separated students at the 25th and 50th percentiles on standardized tests (Nagy and Herman, 1984). Using a more advanced method of calculating vocabulary size, Nagy and Herman estimated the difference to be anywhere from 4,500 to 5,400 words for low-versus high-achieving students.”

Building Background Knowledge for Academic Achievement
Robert Marzano, 2004
The Content Standards for California Public Schools will continue to define the skills, knowledge and abilities students are expected to master. The core subjects at Fenton Primary Center are English language arts, mathematics, history-social science and science. Current state adopted textbooks and materials, and other supplementary resources, establish the scope and sequence for each of the following curricular areas.

The table below specifies the subjects by grade level for each core content area:

<table>
<thead>
<tr>
<th>Grade</th>
<th>English Language Arts</th>
<th>Mathematics</th>
<th>History-Social Science</th>
<th>Science</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kindergarten</td>
<td>Reading</td>
<td>Number Sense</td>
<td>Learning and Working Now and Long Ago</td>
<td>Physical Sciences</td>
</tr>
<tr>
<td></td>
<td>Writing</td>
<td>Algebra and Functions</td>
<td></td>
<td>Life Sciences</td>
</tr>
<tr>
<td></td>
<td>Written and Oral English Language Conventions</td>
<td>Measurement and Geometry</td>
<td></td>
<td>Earth Sciences</td>
</tr>
<tr>
<td></td>
<td>Listening and Speaking</td>
<td>Statistics, Data Analysis and Probability</td>
<td></td>
<td>Investigation and Experimentation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mathematical Reasoning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>First Grade</td>
<td>Reading</td>
<td>Number Sense</td>
<td>A Child’s Place in Time and Space</td>
<td>Physical Sciences</td>
</tr>
<tr>
<td></td>
<td>Writing</td>
<td>Algebra and Functions</td>
<td></td>
<td>Life Sciences</td>
</tr>
<tr>
<td></td>
<td>Written and Oral English Language Conventions</td>
<td>Measurement and Geometry</td>
<td></td>
<td>Earth Sciences</td>
</tr>
<tr>
<td></td>
<td>Listening and Speaking</td>
<td>Statistics, Data Analysis and Probability</td>
<td></td>
<td>Investigation and Experimentation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mathematical Reasoning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Grade</td>
<td>Reading</td>
<td>Number Sense</td>
<td>People Who Make a Difference</td>
<td>Physical Sciences</td>
</tr>
<tr>
<td></td>
<td>Writing</td>
<td>Algebra and Functions</td>
<td></td>
<td>Life Sciences</td>
</tr>
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<td>Written and Oral English Language Conventions</td>
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<td></td>
<td>Listening and Speaking</td>
<td>Statistics, Data Analysis and Probability</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Mathematical Reasoning</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Submitted on September 15, 2011 by Fenton Primary Center
**English-Language Arts:**

The Macmillan publication, *Treasures*, was adopted in the spring of 2009 as the schoolwide language arts series and has been implemented in all grades since July 2009. *Treasures* is a comprehensive reading/language arts program which integrates instruction in all areas of the discipline while incorporating high quality literature, coupled with explicit instruction and ample practice.

**English Language Development:**

Two English Language Development computer labs funded through an Annenberg-Hilton-Riordan Foundations Grant continue to provide supplementary support for the development of vocabulary, reading fluency and writing proficiency and confidence for primary age students and students new to English language instruction.

The computer labs are set-up with various student stations to target specific language arts needs. One station is a computer software station that targets vocabulary, reading fluency, and English language development. At this station students are assigned a specific activity that is based on their ability in language arts and/or English language development. Another computer station focuses on writing to target beginning writing skills using a program called “Write Out Loud.” Teachers also create a station, based on classroom needs, to target ELD students using the *Treasures* ELD component. At this center, students are grouped by ELD levels and are given direct instruction from the teacher. The *Treasures* ELD component is designed using ELD state standards. Finally, a station using iPods is used to improve reading skills using various teacher assigned applications. All applications are skill based and focus on the foundation of reading beginning with letter and letter sound recognition and continuing with phonics.

The two English Language Development computer labs are also used for intervention for students who need additional support in language arts.

Computers in all classrooms continue to provide access to specifically designed software and web sites to supplement, support and enhance the mastery of the English-Language Arts standards.

**Mathematics:**

*Saxon Math*, published by Houghton Mifflin Harcourt, was adopted for use in kindergarten and first grade. The series utilizes hands-on activities to introduce new concepts with rich mathematical conversations actively engaging students in the learning process while concepts are developed, reviewed, and practiced over time. Students move from the concrete to the pictorial to the abstract as opportunities for connections across mathematical strands are presented daily through mixed practice. The series is aligned with the Content Standards for California Public Schools.

*enVision Math*, published by Scott Foresman-Addison Wesley, was adopted in the spring of 2008 and implemented in grades 2-5 at Fenton Avenue Charter School and second grade classes
will continue to utilize this series after their move to the Fenton Primary Center. The series promotes daily problem-based interactive learning followed by visual learning strategies to deepen conceptual understanding by making meaningful connections for students. Instruction is sequential and incorporates the five strands of mathematics (number sense; algebra and functions; measurement and geometry; statistics, data analysis and probability; and mathematical reasoning) and is aligned with the Content Standards for California Public Schools.

Site-licensed software, the *enVision Math* web site and accompanying software, and teacher-designed computer activities continue to enhance and improve students’ understanding by providing individualized activities to reinforce skills and concepts and foster deeper mathematical learning.

**History-Social Science:**

The History-Social Science curriculum is based on the Content Standards for California Public Schools. The Primary Center will continue to utilize the 2006 adoption *Reflections* by Harcourt School Publishers to implement the course of study for each grade level:

- **Kindergarten:** *Learning and Working Now and Long Ago*
- **First Grade:** *A Child’s Place in Time and Space*
- **Second Grade:** *People Who Make a Difference*

This series introduces the basic concepts of each discipline (history, geography, civics and economics) and weaves historical and social sciences’ analysis skills into content instruction while technology-based resources provide individualized student access to biographies, original documents, diaries, letters, legends, speeches, and other narrative artifacts which foster deeper student understanding of historical events as recommended by the *History-Social Science Framework*.

**Science:**

As hands-on and experiential learning are critical aspects of the Fenton Primary Center’s instructional program, the natural environment of the Fenton Primary Center site will continue to serve as a major focal point of scientific investigation. Students observe and explore their immediate surroundings, and predict how their actions affect the future. The Scott Foresman publication, *California Science*, serves as the core program with supplemental lessons created by classroom teachers in kindergarten and 1st grade.

Beginning in 2nd grade, a science specialist instructs all second grade classes weekly, with classroom teachers supplementing and supporting the program through regular classroom review and ongoing articulation with the specialist.

The science specialist has developed grade-specific units of study to address the content of the elementary standards: physical sciences, life sciences, and earth sciences. The “Investigation and Experimentation” strand informs the specialist’s expectations for increasing levels of
understanding of concepts and content as students progress from the Fenton Primary Center to Fenton Avenue Charter School.

The Scott Foresman publication, *California Science*, serves as the core program with selected materials from *FOSS* (Full Option Science System), *GEMS* (Great Explorations in Math and Science), *Project AIMS* (Activities to Integrate Math and Science) and the *Environmental Education Initiative Curriculum* integrated as needed to create a balanced science curriculum which fulfills the scope and sequence of the state framework. *FOSS* and *GEMS* are research-based programs developed by the Lawrence Hall of Science at the University of California at Berkeley. *Project AIMS* is a teacher-developed program of hands-on science activities from Fresno Pacific College. The *Environmental Education Initiative Curriculum*, the first environment-based curriculum approved by the California State Board of Education, teaches students about their relationship with the environment and how humans interact with natural systems. Combining all four programs along with the core text, *California Science*, has allowed the specialist to fully address the content of the state standards while incorporating the strategies necessary to promote the development of investigative and experimentation skills.

Adding another dimension to the science program, the science specialist has begun the implementation of the *Environmental Education Initiative Curriculum* mandated by legislation passed in the State Assembly in 2003 and 2005. The curriculum was created to bring education about the environment into the primary and secondary classrooms of more than 1,000 school districts serving over 6 million students throughout California. Mandated by legislation AB 1548 (Pavley, Chapter 665) and AB 1721 (Pavley, Chapter 581), the EEI Curriculum is the result of a multi-agency education and environmental partnership. Current key partners include the State Board of Education, the Office of the Secretary of Education, the State Department of Education, and the California Natural Resources Agency.

The Fenton Charter Public Schools will continue to allocate the resources necessary to maintain the science specialist teaching position and laboratory to insure that time and importance are given to science instruction. As the grade level configuration of the Fenton Primary Center transitions from the current kindergarten/1st grade configuration to a kindergarten through 2nd grade school with the approval of this charter renewal, the Fenton Primary Center will assume the cost of supporting one-half the salary of the primary science specialist as she continues her work with 2nd grade students at the Primary Center and 3rd grade students at Fenton Avenue Charter School. Understanding that an integrated instructional program is highly advantageous and developmentally appropriate for students in kindergarten and first grade, both schools are committed to maintaining the continuum of delivery and methodology of science instruction offered from the middle through upper grades at the Fenton Charter Public Schools.

The following curricular areas are not defined as core courses:

**Visual and Performing Arts:**

The Primary Center’s visual and performing arts program is based on a sequential introduction of the California State Content Standards for the Visual and Performing Arts:
The visual arts will continue to be integrated with all other curricular and content areas in all grades.

- English language development is a focal point as students are given the opportunity to discuss their shared art experiences with each other.
- Producing art every day is a customary instructional activity.
- Age appropriate projects, which incorporate correct use of materials, introduction of various art techniques and media are explored extensively at these grade levels.

In order to insure a high quality arts program, the part-time visual arts specialist will continue to maintain an ongoing working relationship with all classroom teachers to develop new strategies to reinforce the curriculum taught with a corresponding visual arts strand.

In addition to the visual arts, the key discipline of music will continue to be addressed through regular weekly instruction provided by a part-time music teacher. Lessons focus on the California Content Standards and are sequenced to correlate with language arts, history/social science, and science units.

Reflecting the Primary Center’s belief in “how learning best occurs,” the school has committed resources to implement an ongoing visual and performing arts curriculum.

"Because art often has emotional content, it can enhance student understanding of emotions and how to express them in safe and appropriate ways.”

Promoting Social and Emotional Learning
Maurice J. Elias, 1997

Physical Education:

Using the Physical Education Model Content Standards for California Public Schools as the basis of instruction, physical education is scheduled for all grade levels to include 200 minutes of physical education every ten school days as per state guidelines. Specific skills and activities are planned by teachers, supervised by administrators, and implemented by paraprofessionals.

(See Appendix A-4 for pacing schedule and Appendix A-5 specific standards.)

Technology:

The Fenton Primary Center is committed to the vision of the original multimedia director of Fenton Avenue Charter School and his belief that technology could “level the playing field” for
the Charter School’s highly diverse student population:

“In becoming a charter school, we envisioned a day when every student and teacher would have a computer at their desk, not as a single-minded solution to education’s structural ills, but as a facilitating tool integral to effective educational reform. We know technology alone cannot teach a child to read, write, or compute. Technology can, however, deliver the individualized hands-on/minds-on help each child needs to become a stronger partner in her/his own mental development.”

Doug Bean (1943-1999)
Classroom Teacher and Multimedia Director, FACS, May 1999

Rather than a subject in and of itself, learning to use technology can best be accomplished as a direct result of effective academic instruction. As students research, investigate and explore the vast array of technology tools the Fenton Primary Center has made accessible in all classrooms, students become highly proficient, comfortable, and confident in their effective use of these tools. During the past three years, the Fenton Primary Center staff has explored how best to integrate technology use in the classroom and have discovered that a systematic, step-by-step program is the least effective practice for encouraging confident, competent technology use. To more clearly align and integrate students’ use of technology with content instruction and learning, in 2009, the Fenton Primary Center adopted Dr. Ruben R. Puenteáuras’s model for enhancing technology integration. The model identifies a hierarchy of technology integration which moves technology use from enhancement to transformation. To move from the lowest to the highest level of integration, technology utilization is viewed in four stages:

<table>
<thead>
<tr>
<th>TRANSFORMATION</th>
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</thead>
<tbody>
<tr>
<td><strong>Redefinition</strong></td>
</tr>
<tr>
<td>Technology allows for creation of new tasks previously inconceivable.</td>
</tr>
<tr>
<td><strong>Modification</strong></td>
</tr>
<tr>
<td>Technology allows for significant task redesign.</td>
</tr>
<tr>
<td><strong>Augmentation</strong></td>
</tr>
<tr>
<td>Technology acts as a direct tool substitute, with functional improvement.</td>
</tr>
<tr>
<td><strong>Substitution</strong></td>
</tr>
<tr>
<td>Technology acts as direct tool substitute, with no functional change.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ENHANCEMENT</th>
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Submitted on September 15, 2011 by Fenton Primary Center
Viewing the use of technology through the lens of this hierarchy, students become independent learners, producing and directing the projects that showcase their work.

See Appendix A-6 for Technology Implementation Plan.

Instruction

Teachers, not curriculum, have the greatest impact on student achievement. In a report on “The Real Value of Teachers,” the Education Trust cites a study by W.L. Sanders and J.C. Rivers (1996), which indicates that:

“So large was the impact of teachers on student learning that it exceeded any one thing about the students themselves…teacher effectiveness is the ‘single biggest factor influencing gains in achievement,’ an influence bigger than race, poverty, parent’s education, or any of the other factors that are often thought to doom children to failure.”

The Fenton Primary Center recognizes the critical role teachers play in determining a student’s success or failure, and will continue to focus on direct instruction as the primary instructional approach. Although small group and individualized instruction are also utilized, direct instruction, and the specific methodologies associated with direct instruction, define the instructional practice of the Charter School.

To refine and align the instructional practice of the entire teaching staff, Data Works, an educational research group, has worked with most teachers to implement its “Explicit Direct Instruction” (EDI) methodology. Although similar to the seven step lesson plan format, EDI places significant emphasis on the consistent incorporation of SDAIE (Specifically Designed Academic Instruction in English) and cognitive strategies, while recent studies in brain research inform all aspects of the approach. The EDI approach places emphasis on constantly checking for understanding while echoing student responses and allowing enough wait time for students to respond which in turn effectively helps our large population of English learners. Lead Teachers and other selected staff members have been trained in EDI classroom coaching techniques which includes lesson plan development, classroom observation and feedback. Research supports the use of an explicit instructional methodology, particularly with student groups similar in demographics to the students attending the Fenton Primary Center:

“A traditional approach makes clear to the student what the objectives are and specifies the various learning tasks to be mastered in an increasing order of difficulty. Because of this explicitness, it is of particular benefit to those who are less well prepared.”

*The Academic Achievement Challenge: What Really Works in the Classroom*, 2000
Jeanne Chall
The consistent implementation of a specific instructional delivery system, and regular classroom observations and coaching by Lead Teachers and other selected staff, insure the continued emphasis on standards for teaching. *Enhancing Professional Practice: A Framework for Teaching* serves as the foundation of the teacher evaluation system. The work is a framework for novice and experienced teachers based on the PRAXIS III, the classroom performance assessments developed by the Educational Testing Service. Utilizing both the EDI coaching matrix, Robert Marzano’s Observation and Feedback Protocol, and the rubric for effective teaching practices from *Enhancing Professional Practice*, a clear and well-articulated description of thoughtful lesson implementation continues to be in place.

**Teacher Recruitment**

Fenton Primary Center has established well-defined policies and practices in order to employ personnel who will promote and implement the mission, vision and goals of the charter. The Board of Directors determines the qualifications and job descriptions for all positions to ensure that applicants can fulfill Fenton Primary Center’s goals and expectations.

A recruitment committee, consisting of teachers, administrators and other certificated staff, participate in job fairs sponsored by colleges, universities and organizations such as the California Charter Schools Association to screen and recommend teacher candidates for hire at Fenton Primary Center. An interview committee, separate from the recruitment committee, but also consisting of teachers, administrators, other certificated and classified staff, interview candidates and invite selected candidates back to present lessons in core subject areas. Candidates are observed by this same committee and recommended for hire to the Board of Directors.

Fenton Primary Center selects its own staff and is deemed the exclusive public employer of its employees for the purposes of the Educational Relations Act (EERA). The selection procedure does not discriminate on the basis of affiliations, political or religious acts or opinion, race, national origin, ancestry, gender, actual or perceived sexual orientation, marital status, disability or age. Staff racial-ethnic balance continues to comply with federal laws requiring that no teaching staff be identified as intended for students of a particular race, color or national origin. The Code of Ethics, adapted from Title 5, California Education Code, Section 80130, applies to all staff, full and part-time.

**Professional Development**

FPC’s mission statement defines the vision and direction of the Charter School:

*The mission of the Fenton Primary Center is to build a foundation for academic and social success for all students through a language-rich learning environment where hands-on experiences and research-based strategies come together.*

All professional development focuses on the mission of the school.
Professional development activities are scheduled on Wednesdays and all programs and school-wide initiatives are implemented with ongoing support from vendors and consultants. A trainer-of-trainers model is used to make the most effective use of resources with Lead Teachers serving as the trainers and mentors.

Three full days of professional development for all certificated staff are scheduled yearly if the calendar allows. Coordinating activities with the Primary Center’s affiliate school makes the most efficient use of resources, and staff development activities often coincide with those activities planned by Fenton Avenue Charter School. The focus of professional development activities is recommended by the Instruction Committee, an advisory committee to the Board of Directors. Final determination is made by the Board of Directors after careful analysis of results from benchmark assessments presented quarterly and other standardized assessments from the previous year.

(See Appendix A-7 for sample professional development calendar.)

Meeting the Needs of Diverse Learners

English Learners

Overview:

Fenton Primary Center will meet all applicable legal requirements for English Learners (“EL”) as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Home Language Survey:

The Charter School will administer the home language survey upon a student’s initial enrollment into the Charter School (on enrollment forms).

CELDT Testing:

All students who indicate that their home language is other than English will be CELDT tested within thirty days of initial enrollment\(^1\) and at least annually thereafter between July 1 and October 31\(^{st}\) until re-designated as fluent English proficient.

The Charter School will notify all parents of its responsibility for CELDT testing and of CELDT results within thirty days of receiving results from the publisher. The CELDT shall be used to

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\(^1\) The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT tested. All other students who have indicated a home language other than English will continue with annual CELDT testing based upon the date last tested at the prior school of enrollment.
fulfill the requirements under the No Child Left Behind Act for annual English proficiency testing.

**Reclassification Procedures:**

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the California English Language Development Test or CELDT.

- Participation of the pupil’s classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil’s curriculum mastery.

- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.

- Comparison of the pupil’s performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

- FPC teachers utilize an English Language Development Retell Assessment to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage.

### Reclassification Rates

**Fenton vs. Neighboring Schools**

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<td>8%</td>
<td>22.2%</td>
<td>17.9%</td>
<td>1.5%</td>
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<td>2008-09</td>
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<td>30.6%</td>
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<td>16.2%</td>
<td>16.7%</td>
<td>15.7%</td>
<td>7.4%</td>
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<tr>
<td>2009-10</td>
<td>10.5%</td>
<td>22.2%</td>
<td>7.7%</td>
<td>15.5%</td>
<td>8.8%</td>
<td>13.9%</td>
<td>12.8%</td>
<td>15.9%</td>
<td>6.9%</td>
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<tr>
<td>2010-11</td>
<td>9.6%</td>
<td>12%</td>
<td>14.6%</td>
<td>11.5%</td>
<td>11.2%</td>
<td>16.2%</td>
<td>9.1%</td>
<td>*</td>
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</table>

* Not yet published

[Note: Sara Coughlin has nearly the same grade level configuration as FPC (Coughlin was K-2 for many years; increased to K-3, then K-4, and K-5 now). FPC's percentages reflect K-1]
reclassification only.]

**Strategies for English Learner Instruction and Intervention:**

With 54% of the student population identified as English Learners, the Fenton Primary Center will continue to commit the resources necessary to insure that all students learn to speak, read and write English. Support and assistance are provided through a variety of programs and activities:

- Bilingual paraprofessionals provide direct instructional support for students and translation for parent conferences
- Education workshops for parents of kindergarten students that model and teach effective strategies to foster phonemic awareness, blending and comprehension
- Multiple computers in all classrooms provide access to a variety of resources
- The ELD component of the *Treasures* language arts program in all classrooms promotes effective strategies for English language acquisition
- Intersession classes scheduled during vacation periods and after school tutoring will provide supplementary English instruction
- Isolated intervention time is provided for students who are struggling with English acquisition
- The part-time music teacher services all grades and provides a different avenue for English language acquisition
- The Fenton Family Center (located on the campus of Fenton Avenue Charter School) provides activities and services for parents including English language acquisition support

**Socioeconomically Disadvantaged Students**

The Fenton Primary Center adheres to the regulations of the reauthorization of the Elementary and Secondary Education Act, *No Child Left Behind*, and utilizes funding and other resources to enhance the Targeted Assistance Title I program by providing:

- An average class size of 20 students in all grades
- Whole group, small group and individualized direct instruction
- A Coordination of Services Team (COST) meets regularly to discuss students who are struggling and a plan is created using specific strategies to target the student’s weakness
- Intervention time outside the classroom is provided for students who are struggling with language arts
- The services of an elementary counselor, school psychologist and speech and language therapist contracted from the affiliate school, Fenton Avenue Charter School
- Field trips aligned to specific areas of study
- Multiple computers in all classrooms
- Latest technology available to all students
- Paraprofessionals to provide individualized and small group assistance
• After school tutoring for selected students
• An extended school year (191-day calendar)
• An English language development computer lab
• *Mutt-i-grees* social/emotional learning curriculum adopted schoolwide
• Art and music specialists
• A structured psychomotor program following physical education standards
• Supplementary materials and resources in all classrooms (manipulative materials, software in all core subjects, classroom libraries)

**Plan for Serving Academically High-Achieving Students**

The Fenton Primary Center will continue to implement a variety of strategies to identify and support gifted and talented students:

• Visual art and music specialists
• Multiple computers in all classrooms
• Fenton Charter Public Schools will assign a psychologist to identify students for the GATE program
• Individualized assistance and support from paraprofessionals
• Team teaching and collaboration to support differentiated instruction
• Supplementary enrichment materials for core subjects
• Allow for leadership opportunities by participating in various school functions

High achieving students are identified through a multifaceted approach utilizing summative and formative classroom assessments, teacher observations, parent input, and performance on standardized assessments including the California Standards Test (“CST”) and the CELDT.

**Plan for Serving Academically Low-Achieving Students**

Students who are at-risk of retention, who have been retained or who are achieving below grade level receive additional support through priority placement in intersession classes scheduled during vacation periods and participation in after school tutoring programs. Academically low achieving students are identified through a multifaceted approach utilizing summative and formative classroom assessments, teacher observations, parent input, and performance on standardized assessments including the CST and the CELDT. Additionally, students receive assistance through participation in the following activities:

• COST (Coordination of Services Team) meetings to discuss specific strategies that will target the student’s weakness and a plan to implement is also written
• Individualized assistance from paraprofessionals
• Parent workshops to support home-school activities and communication
• Multiple computers in all classrooms
• Parent volunteers
• Small group and individualized instruction in all classrooms
• Behavioral and Academic Student Study Teams
• *iStation* assessment measures

Submitted on September 15, 2011 by Fenton Primary Center
• Supplementary materials aligned with core programs for use in intersession and after school programs

Special Education

Special Education Program:

All charter schools must adhere to all terms and conditions of the *Chanda Smith Modified Consent Decree* (“MCD”) and any other court orders and/or consent decrees imposed upon the LAUSD as they pertain to special education. Charter schools must ensure that no student otherwise eligible to enroll in their charter school will be denied enrollment due to a disability or to the charter school’s inability to provide necessary services. Policies and procedures are in place to ensure the recruitment, enrollment and retention of students with disabilities at charter schools.

Prior to Los Angeles Unified School District (“LAUSD” or “District”) Governing Board approval, [Charter School] will execute a Memorandum of Understanding (“MOU”) by and between LAUSD and [Charter School] regarding the provision and funding of special education services consistent with the requirements of the LAUSD Special Education Local Plan Area (“SELPA”) Local Plan for Special Education.

SELPA Reorganization:

The Los Angeles Unified School District is approved to operate as a single-District SELPA under the provisions of Education Code § 56195.1(a) and intends to continue operating as a single-District SELPA as in the current structure but will now create two school sections (District-operated Programs and Charter-operated Programs) under the administration of one single Administrative Unit pursuant to a reorganization plan approved by the Board of Education on January 4, 2011 (149/10-11). The Charter-operated schools will not have a LEA status but will function in a similar role in that each charter school will be responsible for all special education issues including services, placement, due process, related services, special education classes, and special education supports. Charter schools will apply for membership in the Charter-operated Program section of the SELPA. These schools will receive support from a Special Education Director for the Charter-operated Programs.

Compliance with Child Find Activities for Conversion Schools:

District-authorized conversion charter schools must conduct Child Find activities for students residing in the pre-charter attendance areas (including private school students), so that students who have or are suspected of having a disability and needing special education and related services are appropriately identified and, if necessary, referred for evaluation in accordance with state and federal law. Conversion charter schools must distribute the District’s brochures, “Are You Puzzled by Your Child’s Special Needs,” prominently display the Parent Resource Network poster and use other District materials to address the search and serve requirement of the law, (e.g., “The IEP and You”).

Submit on September 15, 2011 by Fenton Primary Center
**Modified Consent Decree Requirements:**

All charter schools chartered by LAUSD Board of Education are bound by and must adhere to the terms, conditions and requirements of the *Chanda Smith* Modified Consent Decree (“MCD”) and other court orders imposed upon District pertaining to special education. The MCD is a consent decree entered in a federal court class action lawsuit initially brought on behalf of students with disabilities in LAUSD. It is an agreement of the parties approved by the federal court and monitored by a court-appointed independent monitor. The MCD includes eighteen statistically measureable outcomes and facilities obligations that the District has to achieve to disengage from the MCD and federal court oversight. All charter schools are required to use the District’s Special Education Policies and Procedures Manual and Welligent, the District-wide web-based software system used for online Individualized Education Programs (“IEPs”) and tracking of related services provided to students during the course of their education.

As part of fulfilling the District’s obligations under the Modified Consent Decree, data requests from charter schools that are not connected to the District’s current Student Information Systems (“SIS”) are made on a regular basis. The requested data must be submitted in the Office of the Independent Monitor’s required format and are as follows:

# The Independent Charter School Suspension/Expulsion Report, due monthly throughout the school year.

# Paper SESAC Report and Welligent Student Listing Verification, due monthly throughout the school year.

# CBEDS, which is due at the end of October of Each School Year.

# All Students Enrolled December 1 of Each School Year, due at the end of December every school year.

# Graduation Status of 12th Grade Students Enrolled on December 1, due at the end of June every school year.

The District is currently in the process of developing an Integrated Student Information System (“ISIS”) as required by the MCD. Although most charter schools are not currently utilizing the District’s current SIS, the MCD requires all charter schools to implement the use of ISIS once it is developed.
ELEMENT 2 - MEASURABLE STUDENT OUTCOMES

“The measurable pupil outcomes identified for use by the charter school. ‘Pupil outcomes,’ for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program.” Ed. Code § 47605 (b)(5)(B)

Measurable Student Outcomes

The following outcomes will demonstrate the extent to which the Fenton Primary Center has met its established goals:

Goal 1: Students will strive to master the rigorous academic content of the California State Content Standards, and think critically and reflectively about their academic success, accepting personal responsibility for improvement.

Measurable Outcomes:

Kindergarten -

Language Arts

Fenton Primary Center’s Kindergarten students will be assessed at the beginning of the year using a grade level standards-based assessment. The same assessment will be given at the end of the year to measure growth and content standard achievement. The assessment was created by Fenton Primary Center teachers using the current language arts adoption and the kindergarten California State Content Standards. Examining baseline data, only 10-15% of Kindergarten students scored proficient or advanced on the beginning of the year assessment. The goal is for 65% of Kindergarten students to score proficient or advanced on the end of the year assessment.

Mathematics

Fenton Primary Center’s kindergarten students will be assessed at the beginning of the year using a grade level standards-based assessment. The same assessment will be given at the end of the year to measure growth and content standard achievement. The assessment was created by Fenton Primary Center teachers using the current mathematics adoption and the kindergarten California State Content Standards. Examining baseline data, less than 5% of kindergarten students scored proficient or advanced on the beginning of the year assessment. The goal is for 65% of Kindergarten students to score proficient or advanced on the end of the year assessment.

Overall Assessment Data for Language Arts and Mathematics

Submitted on September 15, 2011 by Fenton Primary Center
### First Grade –

**Language Arts**

Fenton Primary Center’s first grade students will be assessed at the beginning of the year using a grade level standards-based assessment. The same assessment will be given at the end of the year to measure growth and content standard achievement. This assessment instrument was created by Fenton Primary Center teachers using the current language arts adoption and first grade California State Content Standards. Examining baseline data, only 8-10% of first grade students scored proficient or advanced on the beginning of the year assessment. The goal is for 65% of first grade students to score proficient or advanced on the end of the year assessment.

**Mathematics**

Fenton Primary Center’s first grade students will be assessed at the beginning of the year using a grade level standards-based assessment. The same assessment will be given at the end of the year to measure growth and content standard achievement. The assessment instrument was created by Fenton Primary Center teachers using the current mathematics adoption and first grade California State Content Standards. Examining baseline data, 33-46% of first grade students scored proficient or advanced on the beginning of the year assessment. The goal is for 70% of first grade students to score proficient or advanced on the end of the year assessment.

### Overall Assessment Data for Language Arts and Mathematics

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<tr>
<th>Year</th>
<th>Language Arts Standards Based Summative Assessment Data</th>
<th>Mathematics Standards Based Summative Assessment Data</th>
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<tbody>
<tr>
<td></td>
<td>Beginning of Year % Pro. or Adv.</td>
<td>End of Year % Pro. or Adv.</td>
</tr>
<tr>
<td>2010-11</td>
<td>9%</td>
<td>55%</td>
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<tr>
<td>2011-12</td>
<td>8%</td>
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</table>
Second Grade –

Fenton Primary Center’s second grade student will take the state standardized test.

Fenton Primary Center’s Academic Performance Index (API) will meet or exceed its target and Fenton Primary Center will maintain a similar school API ranking of at least “5” or higher (as defined by the State) in the majority of the years covered by this renewal petition.

Fenton Primary Center will maintain a 5-point higher API score than District schools that are within 90% of Fenton Primary Center ADA and demographic characteristics which will include all of the following:

- Ethnicity
- Percentage of EL students
- Percentage of Special Education students
- Percentage of students qualifying for free/reduced lunch
- Total enrollment

As per the requirements of No Child Left Behind, Adequate Yearly Progress (AYP) will be demonstrated by Fenton Primary Center through an average increase of 3% of the total number of students who score in the Proficient or Advanced range for the majority of the years covered by this renewal petition.

The combined percentage of students who score Proficient or Advanced on the California Standards Test (CST) will increase 3% in the majority of the years covered by this renewal petition.

The combined percentage of students who score Below Basic or Far Below Basic on the California Standards Test (CST) will decrease by an average 3% in the majority of the years covered by this renewal petition.

Continuous effort to meet Annual Measurable Objectives (AMOs) will be demonstrated through an average 5% increase in number of students scoring in the Proficient or Advanced range for the majority of the years covered by this charter renewal.

The Fenton Primary Center will successfully maintain accreditation by WASC (Western Association of Schools and Colleges) or other state-approved accreditation process] prior to each renewal.

(See Appendix B-1 for an analysis of test results from 2003-2010 for second grade.)

Goal 2: Students will build a foundation for a responsible work ethic by regular and punctual attendance.
Measurable Outcome:

Fenton Primary Center will continue to use various methods to assure continued attendance rate of 96.5% or higher. An Attendance Officer will monitor and oversee all attendance records. Teachers will continue to be responsible for assuring accurate attendance is taken on a daily basis. Monthly attendance records are posted and documented with attendance rates. Classes who have a below target attendance rate are supported by providing assistance in making phone calls to families who have frequent absences.

Fenton Primary Center will continue to have various incentives for students who are in attendance 100% of the time monthly, full semester, and yearly. These incentives include, but are not limited to, pencils, bumper stickers, coupons to nearby restaurants, and medals.

<table>
<thead>
<tr>
<th>Attendance Rate</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>97.9%</td>
<td>98.5%</td>
<td>98.9%</td>
<td></td>
</tr>
</tbody>
</table>

Goal 3: Students will master English language skills to fully access all educational, social, cultural and employment opportunities of mainstream society.

Measurable Outcome:

English Learners will increase individual CELDT scores for the majority of the years covered by this renewal petition and is assessed annually.

The Fenton Primary Center’s reclassification rate will meet or exceed the rate of reclassification for similar neighborhood schools for the majority of years of this charter renewal petition.

Progress toward mastery of English Language Development standards will be monitored and documented on the Fenton Primary Center ELD Portfolio twice a year for all English Learners.

Kindergarten CELDT Statistics:

<table>
<thead>
<tr>
<th></th>
<th>ELL Tested</th>
<th>% of Population</th>
<th>% Advanced</th>
<th>% Early Advanced</th>
<th>% Early Intermediate</th>
<th>% Early Intermediate</th>
<th>% Beginning</th>
<th>% Reclassified</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008-09</td>
<td>136</td>
<td>62</td>
<td>2</td>
<td>10</td>
<td>24</td>
<td>30</td>
<td>34</td>
<td>6</td>
</tr>
<tr>
<td>2009-10</td>
<td>125</td>
<td>52</td>
<td>1</td>
<td>2</td>
<td>30</td>
<td>31</td>
<td>36</td>
<td>15</td>
</tr>
<tr>
<td>2010-11</td>
<td>126</td>
<td>55</td>
<td>0</td>
<td>9</td>
<td>25</td>
<td>37</td>
<td>29</td>
<td>8</td>
</tr>
</tbody>
</table>
**First Grade CELDT Statistics:**

<table>
<thead>
<tr>
<th></th>
<th>ELL Tested</th>
<th>% of Population</th>
<th>% Advanced</th>
<th>% Early Advanced</th>
<th>% Intermediate</th>
<th>% Early Intermediate</th>
<th>% Beginning</th>
<th>% Reclassified</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008-09</td>
<td>151</td>
<td>65</td>
<td>8</td>
<td>27</td>
<td>47</td>
<td>16</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>2009-10</td>
<td>127</td>
<td>59</td>
<td>8</td>
<td>42</td>
<td>35</td>
<td>12</td>
<td>3</td>
<td>10.5</td>
</tr>
<tr>
<td>2010-11</td>
<td>123</td>
<td>52</td>
<td>6</td>
<td>35</td>
<td>41</td>
<td>13</td>
<td>5</td>
<td>16</td>
</tr>
</tbody>
</table>

**Goal 4:**  
_Students will demonstrate pro-social behavior with a sense of responsibility to their peers, home and community._

**Measurable Outcome:**

The number of students suspended or expelled will be 1% less than the District average for the majority of the years covered by this renewal petition and will be assessed annually.

Teachers will maintain a positive classroom behavior system that will contain logs, charts, and parent communication for all inappropriate behavior. For students who need additional support a referral will be written. A yearly evaluation of the quantity of referrals by teacher is provided with the specific reasons for referral highlighted. An achievement report is created and presented to Instruction Committee for possible action.
ELEMENT 3 – METHODS BY WHICH STUDENT OUTCOMES WILL BE MEASURED

“The method by which pupil progress in meeting those pupil outcomes is to be measured.” Ed. Code § 47605 (b)(5)(C)

The following demonstrates the method of measurement for each of the Measureable Outcomes listed above in Element 2.

Goal 1:  Students will strive to master the rigorous academic content of the California State Content Standards, and think critically and reflectively about their academic success, accepting personal responsibility for improvement.

Method of Measurement:

Publishers’ tests continue to be used to determine consistent and continuous student progress toward state content standards. Assessments are conducted based on the recommended schedule of each adopted program, but the general timeframe calls for weekly and end-of-unit assessments for each state adoption.

Teacher-developed assessments continue to contribute additional information to measure student progress, while anecdotal records and observation continue to provide the personalized, individualized information necessary to address the five learning systems of the brain and to maintain an effective learning environment for every student.

Where state adopted materials and assessments are not available (visual and performing arts, and physical education), teacher-designed assessments aligned with the Content Standards of the State of California and the pacing schedules developed by the Fenton staff members responsible for each of the above named curricular areas determine levels of progress toward mastery of respective standards at each trimester reporting period.

Goal 2:  Students will build a foundation for a responsible work ethic by regular and punctual attendance.

Method of Measurement:

Attendance is recorded daily in all classrooms. FCPS employs a full-time attendance officer who oversees the entire attendance process, including verifying absences, calling parents, and making home visits. Each month, the attendance officer compares actual attendance to the goal of 96.5% attendance. All records are stored on the FCPS database.
Goal 3: Students will master English language skills to fully access all educational, social, cultural and employment opportunities of mainstream society.

Method of Measurement:

The primary method of assessment of students’ mastery of English skills is annual results on the CELDT. Additionally, teachers utilize the English Language Development Assessment from the language arts text adoption, California Treasures.

Reclassification rates (which are typically not compared for students in kindergarten and first grade) will be compared with similar neighborhood schools. FPC utilizes a slightly different measure than the District; FPC includes scores on the mathematics CST.

The ELD Portfolio for each student is reviewed regularly by classroom teachers, administrators, and special education staff as needed.

(See Appendix B-2 for ELD Portfolio.)

Goal 4: Students will demonstrate pro-social behavior with a sense of responsibility to their peers, home and community.

Method of Measurement:

The number of referrals for disruptive classroom behavior and negative playground interactions will decrease yearly. (Data will be maintained through the FCPS database.)

Benchmarks

Grade level Benchmarks are created by teachers and uploaded onto Zoom! DataDirector. This program is a Standards-based Adaptive Measurement (SAM) that utilizes an innovative computer-adaptive, Internet-based model to target the instructional level of each student by altering question difficulty based on previous answers. Once the test has been completed, the results are immediately available, providing an accurate evaluation of the student’s abilities. This research-based program is a reliable, valid diagnostic test that has been shown to predict performance on standardized tests such as the California Standards Tests and has been an effective tool for identifying specific student needs in schools with demographics similar to the Fenton Primary Center’s.

Benchmark testing will be conducted prior to finalizing student grades each trimester (every twelve weeks).

(See Appendix C-1 for Fenton Progress Report and C-2 for Monthly Progress Report.)
State Mandated Assessment

The Fenton Primary Center participates in all required statewide assessment tests and will meet all statewide standards applicable to non-charter public schools.

The Fenton Primary Center will test independently and hereby grants authority to the state of California to provide a copy of all test results directly to the District as well as the Fenton Primary Center.

Testing

The Charter School agrees to comply with and adhere to the State requirements for participation and administration of all state mandated tests. If the Charter School does not test (i.e, STAR, CELDT, CAHSEE) with the District, the Charter School hereby grants authority to the state of California to provide a copy of all test results directly to the District as well as the Charter School.

Use of Assessment Data

The Instruction committee, an advisory committee that reports to the Board of Directors, will continue to analyze student assessment data at regularly scheduled monthly meetings. Percentages on weekly publishers’ tests for each classroom along with other teacher-developed assessments, anecdotal records, and trimester grades will be reviewed by Lead Teachers prior to each reporting period for school progress reports. Positive as well as negative results will be shared by Lead Teachers and evaluated by the council to determine the specific causes for upward and downward trends, and action will be taken to modify or revise current instructional practices as necessary.

The Assistant Director will disaggregate data from yearly STAR tests for second grade to compare the Fenton Primary Center’s progress to that of the District’s and State’s for each curricular area, grade level, and significant subgroup. This analysis will focus the Fenton Primary Center’s efforts to keep pace with the state and District, and to be aware of the promising practices of the educational community-at-large.

All findings from the analysis of state and local assessments, and state and District comparisons, will continue to drive the allocation of the Fenton Primary Center’s resources. Funding recommendations and the scheduling of professional development activities will be made by the Instruction Committee based on careful analysis of student achievement data. This committee’s recommendation will be passed on to the Finance Committee for fiscal review. Both bodies are advisory committees and report to the Board of Directors. Final determination of implementation of all policies and initiatives will be the responsibility of the Board of Directors.

The Parent and Community Advocacy Committee, an advisory committee that reports to the Board of Directors, conducts evening meetings for parents and school community members to share school-wide standardized test score results in the fall of each school year. Individual student test score results are mailed home to parents in a timely manner, and discussed,
interpreted and analyzed for parents by classroom teachers during parent conferences scheduled in the fall of each school year.
ELEMENT 4 – GOVERNANCE

“The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.” Ed. Code § 47605 (b)(5)(D)

Non Profit Public Benefit Corporation

The Fenton Primary Center will continue to be a directly funded independent charter school. With the merger of the Fenton Primary Center and Fenton Avenue Charter School, the Fenton Primary Center is now operated by Fenton Charter Public Schools. The Fenton Primary Center will continue to be operated by a California Nonprofit Benefit Corporation pursuant to California law.

The Fenton Primary Center will operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the District and the Charter School. Pursuant to California Education Code Section 47604(c), the District shall not be liable for the debts and obligations of the Charter School, operated by a California non-profit benefit corporation or for claims arising from the performance of acts, errors, or omissions by the Charter School as long as the District has complied with all oversight responsibilities required by law.

The Charter School community fully understands and appreciates the responsibility that fiscal independence and nonprofit status requires, and will continue to implement a collaborative structure that allows every staff member, and encourages every parent and community member, to become full partners in school improvement efforts.

(Attached, as Appendix D-1, please find the FCPS Articles of Incorporation; as Appendix D-2, the Corporate Bylaws; and as D-3, the Conflicts Code.)

Board of Directors

The Fenton Primary Center will be governed by the Board of Directors of the Fenton Charter Public Schools, a corporate Board of Directors (“Board” or “Board of Directors”) in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter.

The FCPS Board shall have at least five (5) and no more than nine (9) directors. All directors shall be designated by the existing Board of Directors. All directors are to be designated at the corporation’s annual meeting of the Board of Directors which will be held in the first month of the new school year. Regular meetings will be held monthly unless otherwise scheduled by the Board of Directors.

Except for the initial Board of Directors, each director shall hold office unless otherwise removed from office in accordance with these bylaws for two (2) years and until a successor director has been appointed or elected as required by the position as described below.
Terms for the initial Board of Directors shall be nine (9) seats for a term of either one (1) or two (2) year(s). The terms of the initial Board of Directors shall be staggered, with four (4) members serving for one (1) year and five (5) members serving for two (2) years. The staggering of the initial directors’ terms of service will be drawn by lot. The initial Board of Directors is as follows:

<table>
<thead>
<tr>
<th>Names</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cile Borman</td>
<td>Community Representative</td>
</tr>
<tr>
<td>Jacqueline Elliot</td>
<td>Community Representative</td>
</tr>
<tr>
<td>Yvette King-Berg</td>
<td>Community Representative</td>
</tr>
<tr>
<td>Karen Kungie-Torres</td>
<td>Parent Representative</td>
</tr>
<tr>
<td>Leticia Lara</td>
<td>Parent Representative</td>
</tr>
<tr>
<td>Joe Lucente</td>
<td>Community Representative</td>
</tr>
<tr>
<td>Donald Parker</td>
<td>Community Representative</td>
</tr>
<tr>
<td>Angelica Santana</td>
<td>Parent Representative</td>
</tr>
<tr>
<td>Marcella Solorio</td>
<td>Parent Representative</td>
</tr>
</tbody>
</table>

(See Appendix D-4 for Resumes of Members of the Board of Directors.)

The Permanent Board shall have four parent representatives and five community representatives appointed by the Board existing at the time of the vacancy.

Community members will be sought who have strong ties and recognition in the local community through volunteer activities, philanthropy, public employment, or local business. Board members shall have experience in one or more of the following areas: education, government, law, business, finance/accounting, fundraising, facilities, or public relations. The FCPS Executive Director shall not serve on the Board and shall not vote in Board elections.

In accordance with Education Code Section 47604(b), the District may appoint a representative to sit on the Board of Directors. If the District chooses to do so, the Charter School shall appoint a sixth community member to ensure that the Board is maintained with an odd number of Directors. No person serving on the Board of Directors may be an interested person. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board has adopted a conflicts of interest policy in accordance with the Political Reform Act.

**Board Meetings and Duties**

The FCPS Board of Directors will meet regularly, at least once a month (except during the summer) and in accordance with the Brown Act. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors. Without prejudice to the general powers set forth above, but subject to the same limitations, the Board of Directors shall have the power to:
a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.

b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.

c. Borrow money and incur indebtedness on the corporation’s behalf and cause to be executed and delivered for the corporation’s purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Consistent with the general and specific powers of the Board, as stated above, the Board’s activities shall include, but not be limited to, the following:

• Hire, supervise, evaluate, discipline, and dismissal of the Director and Assistant Director of the Charter school;
• Hire, promote, discipline and dismiss all employees of the Charter School after consideration of a recommendation by the Director;
• Approve all contractual agreements;
• Approve and monitor the implementation of general policies of the Charter School. This includes effective human resource policies for career growth and compensation of the staff;
• Approve and monitor the Charter School’s annual budget and budget revisions;
• Act as the fiscal agent. This includes, but is not limited to, the receipt of funds for the operation of the Charter School in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School (e.g., monthly review of profit and loss statement, balance sheet, cash flow analysis, and revenue statement; review of interim reports, unaudited actuals and final audit; review and approval of initial and final annual budget, and any budget revisions);
• Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices;
• Establish operational committees as needed;
• Regularly measure progress of both student and staff performance;
• Involve parents and the community in school related programs;
• Execute all applicable responsibilities provided for in the California Corporations Code;
• Engage in ongoing strategic planning;
• Review request for out of state or overnight field trips;
• Approve the school calendar and schedule of Board meetings;
• Participate in the dispute resolution procedure and complaint procedures when necessary;
• Approve charter amendments as necessary and submit requests for material revisions as necessary to the District for consideration;
• Approve annual independent fiscal audit and performance report;
• Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which schools are established.

The Charter School shall comply with the Brown Act, including, but not limited to, posting of agendas in a public location at least 72 hours in advance of regularly scheduled meetings, provision for public comment at Board meetings, and publishing and posting of minutes in a public location.

The Charter School has adopted a conflicts code which complies with the Political Reform Act, LAUSD’s interpretation of Government Code Section 1090, Corporations Code Conflicts of Interest rules, and which shall be updated with any charter school specific conflicts of interest laws or regulations. As noted above, the Conflicts Code is attached within Appendix D-3. As required, the Conflicts Code will be submitted to the County Board of Supervisors for approval.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

• Be in writing;
• Specify the entity designated;
• Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
• Require an affirmative vote of a majority of Board members.

The Charter School Board of Directors will attend an annual in-service for the purposes of training individual board members on their responsibilities with topics to include at minimum Conflicts of Interest, and the Brown Act.

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2 It is the understanding of Petitioners that recent legislation and regulatory action has been considered regarding the charter school specific conflicts of interest.
Advisory Committees

FPC utilizes four Board committees as a means for soliciting stakeholder input, and for supporting the work of the Board. Staff, parents and community members may participate in any committee, but may only serve as a voting member on one committee.

Staff, parents and community members will apply for a committee of their choice on an annual basis. Placement of staff members will be made by the prior year’s representatives based on the employee’s/parent’s preference and the additional responsibilities of each individual. Every attempt will be made to proportionally distribute the membership of each committee, with a membership of between 10 and 20 members on each committee.

Each full-time employee must be a participating member of a committee. All other employees will be encouraged to participate.

Advisory committees shall comply with the Brown Act, including, but not limited to, posting of agendas in a public location at least 72 hours in advance of regularly scheduled meetings, provision for public comment at meetings, and publishing and posting of minutes in a public location.

The election of representatives is detailed in a Board resolution, which is reviewed and approved annually.

- **Parent Community Advocacy Committee**
  - **Tasks:**
    - Encourage community activities and recruitment of volunteers;
    - Function as the School Site Council and Parent/Teacher/Student Association;
    - Monitor school-wide incentive programs;
    - Monitor and review policies for student and parent activities;
    - Advise the Family Center on parent education and related activities;
    - Review and revise the Home-School Contract as needed.

- **Finance Committee**
  - **Tasks:**
    - Review yearly budget;
    - Review expenditures and cash flow;
    - Review budget adjustments as needed;
    - Review interim and year-end fiscal reports;
    - Recommend commission of annual fiscal audit;
    - Review the monitoring of ADA (student enrollment) and revenues;
    - Recommend fund reserves utilization;
    - Apply for grants and funds;
    - Solicit private and corporate donations;
    - Review Mandated Cost Reimbursement Program;
    - Review E-Rate Program;
• Review contracts;
• Review facilities utilization and insure a safe campus;
• Review long-range facilities plan;
• Coordinate and oversee school emergency plans;
• Review maintenance needs.

• Instruction Committee
  o Tasks:
    • Review the implementation of State Board of Education-approved content standards;
    • Ensure ongoing articulation among teachers and across grade levels:
      • Monitor scheduling of grade level meetings;
      • Monitor use of ELD portfolios;
      • Ensure the use of publishers’ tests, iStation and other assessments as designated by the committee;
    • Review student outcomes annually and design action plans centered around the following assessment tools:
      • STAR (including review of CSTs, AMOs, API and AYP);
      • CELDT;
      • iStation;
    • Recommend instructional materials, including all state adoptions;
    • Recommend a yearly plan and schedule for staff development activities;
    • Coordinate parent education activities related to instructional program with the Family Center;
    • Review ongoing implementation of Fenton Avenue Charter School’s/Fenton Primary Center’s Technology Plans;
    • Review the Special Education program:
      • Recommend a plan and schedule for staff development related to serving students with disabilities;
      • Review compliance with federal and state regulations;
      • Review student assessment, placement, and mainstreaming of special education students;
    • Review the continuous implementation of a differentiated instructional program for English Language Learners, Title I and GATE students

• Personnel Committee
  o Tasks:
    • Design and review the recruitment and selection process for personnel;
    • Develop employee job descriptions and contracts to be recommended to the Board of Directors;
    • Design the development of schedules and organization of classes to be recommended to the Board of Directors;
    • Review and recommend track and grade assignments (with Instruction Committee);
    • Recommend policies related to leaves of absence, staff attendance, release and vacation days;

Submitted on September 15, 2011 by Fenton Primary Center
- Review and recommend all decisions related to hiring;
- Review and recommend annual school-wide salary adjustments and benefits (with Finance Committee);
- Review staff evaluation process;
- Review all personnel policies to determine they are in compliance with existing law.

**Parent Involvement in Governance**

Parents are involved in FCPS governance in myriad ways. As stated above, four of the 9 Board members are parents. Additionally, parents sit on all FPC committees. These are not elected positions; rather, all parents are invited to participate. Parents also volunteer with the Charter School during field trips and in the classroom. FPC offers a number of schoolwide events in which parent participation is encouraged, including: Back to School, Open House, Parent Orientation meetings, Halloween Festival, Winter Program, Latino Heritage Month, African-American Heritage Month, and the International Dance Festival. Finally, the Fenton Family Center offers classes in English as a Second Language, referrals to legal, health, vision, dental assistance; classes in nutrition; and the assistance of a dietician to work with preventing childhood obesity.

**Public Laws**

The Fenton Primary Center, and its non-profit benefit corporation, are a separate legal entity and will be solely responsible for the debts and obligations of the Charter School.

Fenton Charter Public Schools will comply with the Brown Act.

Members of the Fenton Charter Public Schools’ executive board, any administrators, managers or employees, and any other committees of the Charter School shall comply with federal and state laws, non-profit integrity standards and LAUSD’s Charter School policies and regulations regarding ethics and conflicts of interest.

The District reserves the right to appoint a single representative to the charter school board pursuant to Education Code section 47604(b).

**Grievance Procedure for Parents and Students**

The Fenton Primary Center will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with the Fenton Primary Center alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. The Fenton Primary Center will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.
The Fenton Primary Center will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.

The Fenton Primary Center will implement specific and continuing steps to notify applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.

**LAUSD Charter Policy**

The Fenton Primary Center will comply with District policy related to Charter Schools, as it may be changed from time to time after notice and reasonable opportunity for input from the Charter School Collaborative.

**Responding to Inquiries**

The Fenton Primary Center shall promptly respond to all inquiries, including but not limited to, inquiries regarding financial records, from the District and shall consult with the District regarding any inquiries. The Fenton Primary Center acknowledges that it is subject to audit by LAUSD including, without limitation, audit by the District Office of the Inspector General.

If an allegation of waste, fraud or abuse related to the Charter School operations is received by the District, the Charter School shall be expected to cooperate with any investigation undertaken by the District and/or the Office of the Inspector General, Investigations Unit.

**Notifications**

Notification is to be made to the Innovation and Charter Schools Division in writing of any notices of workplace hazards, investigations by outside regulatory agencies, lawsuits, or other formal complaints, within one week of receipt of such notices by the Fenton Primary Center.

**Organizational Chart**
ELEMENT 5 – EMPLOYEE QUALIFICATIONS

“The qualifications to be met by individuals to be employed by the school.” Ed. Code § 47605 (b)(5)(E)

Equal Employment Opportunity

The Fenton Primary Center believes that all persons are entitled to equal employment opportunity. The Fenton Primary Center shall not discriminate against qualified applicants or employees on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

Qualifications of School Employees

Since its opening as an independent start-up charter school in 2008, all employees of the Fenton Primary Center (now employees of FCPS) have been committed to ever-increasing standards of professional excellence. Employees in all job categories assume increased responsibility and ownership of the Fenton Primary Center and are encouraged to be innovative problem solvers. A synergy of interdependence, which fosters an atmosphere of flexibility and encourages individuals and groups to work together, has been created to overcome challenges. All employees, regardless of position, have a genuine commitment to create an enhanced and supportive environment in which academic achievement, hard work and pro-social behaviors are valued and modeled.

- All employees shall be employees solely of the Fenton Charter Public Schools.
- All employees are fingerprinted and cleared through the Department of Justice and have a current TB Test. Any offer of employment made by the Fenton Charter Public Schools prior to the criminal conviction/fingerprint check and TB Test will be null and void in the event that the records show that the person does not meet the Fenton Charter Public Schools’ standards. Employees cannot begin employment at the Fenton Primary Center until clearance has been obtained from the Department of Justice.
- All core (as defined in Element 1) classroom teachers have a valid teaching credential on file with the California Commission on Teacher Credentialing and have met the criteria for “highly qualified” status as per the regulations of No Child Left Behind. Current copies of all teacher credentials are maintained and are readily available for inspection. The Director monitors the timely renewal of credentials with additional oversight from the Los Angeles County Office of Education. Attached as Appendix E-1, please find copies of valid credentials for all certificated FPC staff.
• All **paraprofessionals** are high school graduates or the equivalent, have passed required Charter School assessments, and have met the criteria for “highly qualified” status as per the regulations of *No Child Left Behind*.

**Selection of Highly Qualified Personnel**

Consistent and well-defined hiring policies and practices insure that all employees of the Fenton Charter Public Schools have the abilities and attitudes necessary to implement the programs and fulfill the goals delineated in the charter.

The Board of Directors developed job qualifications and descriptions for all positions to ensure that applicants have a clear understanding of the Fenton Charter Public Schools’ expectations.

A well-defined and commonly understood mission statement allows all interview and hiring committees to focus on each applicant’s specific qualities and whether the applicant will be successful at the Fenton Primary Center. All potential applicants are given a copy of the charter and are strongly encouraged to visit the Fenton Primary Center during the application process to better understand the mission, goals, and programs of the Fenton Primary Center.

*(See Appendix E-2 for Job Descriptions for all FCPS employees.)*

**Staff Member Selection**

Fenton Charter Public Schools shall select its own staff. Fenton Charter Public Schools shall be solely responsible for the selection, hiring, disciplining, and termination of its employees. The District shall not be responsible for any employment related matters involving the Fenton Charter Public Schools and its employees.

The Fenton Primary Center staff shall reflect the diversity of the community. Staff racial-ethnic balance will continue to comply with federal laws requiring that no teaching staff be identified as intended for students of a particular race, color, or national origin. Staff will be expected to show potential or demonstrated effectiveness in working with students and parents from diverse backgrounds.

**Selection of Administrators**

New administrators shall be recruited and interviewed by a committee selected by the Board of Directors of the Fenton Charter Public Schools. Selection will be made by the total membership of the Board of Directors. Any future change in the current structure and/or responsibilities of the Director and Assistant Director must be approved by the Board of Directors.

**Selection of Teachers**

Prior to selection, all teacher candidates are observed either teaching in their current classroom or are asked to do a demonstration lesson in a classroom at the Fenton Primary Center.
Selection of Paraprofessionals

Recruitment, testing, interview and selection of paraprofessionals will be overseen by the Assistant Director.

Selection of Day-to-Day Substitutes

The Fenton Primary Center will utilize qualified substitutes from Fenton Charter Public Schools’ substitute pool of credentialed teachers. An hourly rate of pay will be established yearly, and this same rate will be offered to teachers who staff after school, intersession and Saturday programs, unless other program funds are available.

On the twenty-first day of continued substitute service in the same classroom, a substitute qualifies for retroactive long-term substitute pay.

A High Quality Work Environment

The Fenton Primary Center is committed to retaining a highly qualified staff by providing a quality work environment and implementing consistent and recognized personnel procedures.

Personnel Handbook

A Personnel Handbook, which is a compilation of federal and state laws as well as policies approved by the Board of Directors, continues to be maintained. All employees receive a copy of the Personnel Handbook upon hire, and continue to receive revisions to policies as approved by the Board of Directors.

Many items relevant to the Employee Qualifications element can be found in the Personnel Handbook. The following list represents a selection of the major topics addressed in the Personnel Handbook. (For more detail, please refer to the copy of the Personnel Handbook in the Appendix – E-3.)

- Internal Complaint Review
- Contracts of Employment
- Child Abuse Reporting
- Regular Status, Seniority and Reduction in Force
- Employee Reviews and Evaluation
- Work Basis, Attendance and Tardiness
- Hours of Work, Salary Schedules, Overtime and Paydays
- Employee Benefits and Leaves
- Retirement/STRS/PERS/PARS
- Termination of Employment
Compensation and Benefits

Fenton Charter Public Schools will revise its current salary schedules on an annual basis. In keeping with the expressed intention of Education Code Section 47601 to move from a rule-based to a performance-based system, Fenton Charter Public Schools is in the process of developing a performance-based salary schedule.

Although “Children First” will always be Fenton Charter Public Schools’ guiding principle, it is Fenton Charter Public Schools’ intent that employees be appropriately compensated for their level of performance and expertise. Therefore, Fenton Charter Public Schools shall strive to offer employee total compensation that is at least comparable to that offered by the six largest California school districts.

Payroll will continue to be bi-weekly.

FCPS will continue to provide the following for all employees:

- Worker’s Compensation Insurance
- Unemployment Insurance
- Medicare
- Any other insurance required by law

Full-time qualified employees will continue to receive FCPS furnished:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance ($40,000)
- Short/Long-Term Disability Insurance which provides 60% of salary from day 15 on for as long as the employee is disabled or ill to age 65

Fenton Charter Public Schools continues to provide medical, dental and vision insurance for all qualified FCPS retirees on a tiered scale (see Personnel Handbook for qualifying criteria and tiers). FCPS accepts full fiscal responsibility for this program. A reserve account has been established to provide funding for these benefits and FCPS is committed to establishing a trust for retiree benefits in the future as funding permits. Periodic actuarial studies have been conducted to determine the Charter School’s liability.

Legal Representation

Legal representation is provided as stated in the Charter School’s liability coverage. Additional legal representation, if needed and appropriate, is provided through one of Fenton Charter Public Schools’ attorneys on retainer.
Professional Responsibilities and Evaluation

Once hired, all employees are encouraged to develop and maintain a high level of expertise through on-going professional development opportunities. Fenton Charter Public Schools provides all employees with a wide variety of professional development opportunities, which are not limited to their particular job category, but also include those which promote better understanding of charter school and educational issues in general.

All employees are evaluated annually using criteria including, but not limited to, the review of fulfillment of responsibilities according to specific job descriptions and general professionalism. (See Appendix E-5 for Director’s and Assistant Director’s Evaluation, E-6 for Classified Staff Evaluation and E-7 Teacher Assistant Evaluation forms.)

Teachers

All classroom teachers are provided with a copy of Charlotte Danielson’s Enhancing Professional Practice: A Framework for Teaching. Teachers, regardless of experience level, use this framework to engage in reflective practice, plan lessons and instructional strategies, organize professional portfolios, develop cognitive coaching projects and set professional goals. The framework additionally provides teachers with a common language and foundation to engage in meaningful discussions with colleagues and directors, and to further enhance their teaching skills.

Multiple criteria are utilized for annual teacher evaluations, including, but not limited to, classroom observations and review and analysis of student achievement data. Attached as Appendix E-4, please see the Evaluation Handbook.

Director and Assistant Director

The Director and Assistant Director are committed to consulting the most current research to guide the instructional program and personnel practices of the Fenton Primary Center. In addition, the Director and Assistant Director continue to actively promote the Fenton Primary Center’s mission statement by seeking innovative solutions to all challenges and by disseminating current educational research and resources to staff members.

Each year, the Director and Assistant Director, working in conjunction with and under the advisement of the Board of Directors, review and update their respective job descriptions. The quality and extent to which each administrator has fulfilled his/her specific responsibilities is reviewed by the Board of Directors at the end of the year and recommendations for improvement or next steps are presented.

Classified Staff and Teacher Assistants

All classified staff members are evaluated yearly by their immediate supervisors, usually the Director. Teacher assistants are evaluated twice yearly by each of the teachers to whom they are assigned.
ELEMENT 6 – HEALTH AND SAFETY

“The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in § 44237.”  Ed. Code § 47605 (b)(5)(F)

The Fenton Primary Center will continue to follow established standards of health and safety as commonly practiced in California public schools according to the California Education Code and California Health and Safety Code, including Education Code Sections 44237, 45125.1, and 45122.1. All city, county, and state building codes will be followed. To secure our campus, two full-time security employees will continue to patrol daily. Students will be supervised at all times by certificated teachers and/or by paraprofessionals. A nurse or nurse’s aide will continue to serve students on a regular full-time basis. Additionally, the Family Center (a designated room located on the site of Fenton Avenue Charter School) will continue to provide some on-site health and social services to our students and their families. The Family Center will continue to offer services and classes needed by our community. The Fenton Primary Center’s Safety Plan will be reviewed yearly and revised as needed, and will be maintained in the Main Office of the Fenton Primary Center.

(See Appendix F-1 for Crisis Management Plan and F-2 for Emergency Plan.)

In order to provide safety for all students and staff, the Charter School has adopted and implemented full health and safety procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. A copy of these procedures is attached as Appendix F-3.

The following is a summary of the health and safety policies of the Charter School:

Safety of Pupils and Staff

Fingerprinting and TB Testing

Employees and contractors of the Charter School will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. New employees not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Director of the Charter School shall monitor compliance with this policy and report to the Charter School Board of Directors on a quarterly basis. The Board President shall monitor the fingerprinting and background clearance of the Director. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Child Abuse Reporting

The following policies and practices apply to all the Fenton Primary Center employees:
Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance pursuant to the following policy. Child abuse or neglect is broadly defined as a “physical injury that is inflicted by other than accidental means upon a child by another person.” This includes both acts and omissions on the part of the responsible person. Charter School employees are required to report instances of child abuse and/or neglect when the employee has knowledge of or observes a child that the employee knows or reasonably suspects has been the victim of child abuse or neglect. Reasonable suspicion arises when the facts surrounding the incident could cause another person in a similar situation to suspect child abuse or neglect.

Section 11166 of the California Penal Code applies to all employees employed by a public school. These employees are mandated reporters. It is the policy of the Fenton Primary Center that all employees shall comply with the law’s reporting procedures whenever they have knowledge of or observe a child in the course of their employment whom they know or reasonably suspect to have been the victim of child abuse.

The following procedure will be used to report suspected child abuse.

- Once an employee witnesses, has been made aware of, has knowledge of, or reasonably suspects that an incident, behavior, or conduct may be an indication of suspected child abuse, the employee shall (1) make a telephone report of the suspected child abuse immediately, or as soon as practically possible, to an appropriate child protective agency, either the Department of Children and Family Services (DCFS) or the local law enforcement department (Los Angeles Police Department), and (2) prepare and send a written report, “Suspected Child Abuse Report,” Department of Justice (DOJ) form SS 8572, to the agency called within 36 hours of receiving the information.

- A report of suspected child abuse is to be made to only one child protective agency, either the Department of Children and Family Services (DCFS) or the Los Angeles Police Department (LAPD).

- If the agency asks the child be held until authorities arrive, the employee must remain with the child.

After completing either of the above options, the employee’s primary responsibility is finished. The employee is not to conduct an investigation regarding the suspected abuse, not to confer with the person(s) alleged to have mistreated the child, nor contact the child’s home or the alleged perpetrator prior to making the report. There is no duty for the reporter to contact the child's parents. In fact, if a child is released to a peace officer or a child protection agency, the reporter shall not notify the parent as required in other instances of removal.

An employee who is required by law to make a report, but fails to do so, can be found guilty of a misdemeanor. This misdemeanor is punishable by imprisonment in county jail for a maximum of six months, a fine of up to $1,000, or both. The employee would also face the possibility of personal liability and could incur costs of defense and any subsequent damages to the child.
Additionally, all employees are subject to disciplinary action for failure to report suspected child abuse pursuant to this policy. Moreover, the Fenton Primary Center is not obligated to defend an employee who neglects or fails to make a required report.

A Charter School employee, although not required, may also make a report where he/she has knowledge of or reasonably suspects that mental suffering has been inflicted upon a child or that the child’s emotional well-being is endangered in any other way.

Child abuse reporting procedures are reviewed yearly for returning staff members. New hires are trained through the online training service provided through our membership in the insurance joint powers authority, ASCIP (Alliance of Schools for Cooperative Insurance Programs).

*(See Appendix E-3 for Personnel Handbook.)*

**TB Testing**

Faculty and staff will be tested for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.

**Immunizations**

All students enrolled and staff will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075.

**Medication in School**

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school.

**Vision, Hearing, and Scoliosis**

Students will be screened for vision, hearing and scoliosis. The Charter School will adhere to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by the Charter School.

**Blood Borne Pathogens**

The Charter School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”).

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.
Drug Free/Alcohol Free/Smoke Free Environment

The Charter School shall function as a drug, alcohol and tobacco free workplace.

Safety of Facilities

The Fenton Primary Center will comply with state building codes, federal Americans with Disabilities Act (ADA) access requirements, and other applicable fire, health and structural safety requirements, and will maintain on file readily accessible records documenting such compliance.

In addition to the on-going and daily review of school facilities by the Facilities Manager, the Fenton Primary Center remains a member of ASCIP and participates in periodic health and safety reviews of the entire campus as part of ASCIP’s risk management program. Risk managers inspect all interior and exterior areas of the Charter School including playground equipment, asphalt, cement, the food services area (kitchen and lunch pavilion), custodial storage areas and office (including storage areas for hazardous materials).

The Illness and Injury Prevention Program is regularly updated and a summary of the program is posted in the workplace.

Safety of Auxiliary Services

The facilities manager will also assure that safety is a priority when handling hazardous materials. Proper training will be conducted on a regular basis to assure that all custodial staff is familiar with safety procedures when cleaning and preparing classrooms, cafeteria, and eating areas.

The food service provider will maintain records on all trainings related to proper implementation of safety procedures in and around the kitchen. These training topics will be, but not limited to, proper handling of hot food, proper sanitation around food, dish washing, and maintain proper food temperature.

The FCPS insurance provider holds regular safety and risk management inspections; workshops for maintenance, custodial, food services, and business management staff. Additionally, FCPS will send maintenance, custodial, food service, and other staff to various trainings and certification programs as needed.

Insurance

The Fenton Primary Center is a legally established incorporated public charter school acting as a separate legal entity from the District. We believe that with the freedom gained through the charter comes a commensurate degree of accountability and responsibility. To the extent allowable under the law, FPC, therefore, assumes complete liability for all actions of the Charter School and its employees in the performance of their duties under this charter, and indemnifies and holds the District harmless for any liability for FPC’s actions, errors, or omissions, provided...
the District complies with all legally required oversight. Conversely, FPC is not responsible for any of the District’s actions in the performance of its duties under this charter, past, present or future actions, consent decrees and/or liabilities.

**Insurance Requirements**

No coverage shall be provided to the Fenton Primary Center by the District under any of the District’s self-insured programs or commercial insurance policies. The Fenton Primary Center shall secure and maintain, as a minimum, insurance as set forth below with insurance companies acceptable to the District [A.M. Best A-, VII or better] (including Joint Powers Authority, JPA, mechanisms, as long as it satisfies the requirements set forth in this section) to protect the Charter School from claims which may arise from its operations. Each Fenton Primary Center location shall meet the below insurance requirements individually.

It shall be the Fenton Primary Center’s responsibility, not the District’s, to monitor its vendors, contractors, partners or sponsors for compliance with the insurance requirements.

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of $5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles (“Board of Education”) as named additional insured and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and the Fenton Primary Center's insurance primary despite any conflicting provisions in the Fenton Primary Center's policy. Coverage shall be maintained with no Self-Insured Retention above $15,000 without the prior written approval of the Office of Risk Management for the LAUSD.

2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the Fenton Primary Center from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers’ Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of $1,000,000 Combined Single Limit per Occurrence if The Fenton Primary Center does not operate a student bus service. If the Fenton Primary Center provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

4. Fidelity Bond coverage shall be maintained by the Fenton Primary Center to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be $50,000 per occurrence, with no self-insured retention.
5. Professional Educators Errors and Omissions liability coverage with minimum limits of 
   $3,000,000 per occurrence and $3,000,000 general aggregate.

6. Sexual Molestation and Abuse coverage with minimum limits of $3,000,000 per 
   occurrence and $3,000,000 general aggregate. Coverage may be held as a separate policy 
   or included by endorsement in the Commercial General Liability or the Errors and 
   Omissions Policy.

7. Employment Practices Legal Liability coverage with limits of $3,000,000 per occurrence 
   and $3,000,000 general aggregate.

8. Excess/umbrella insurance with limits of not less than $10,000,000 is required of all high 
   schools and any other school that participates in competitive interscholastic or intramural 
   sports programs.

*Coverages and limits of insurance may be accomplished through individual primary policies or 
through a combination of primary and excess policies. The policy shall be endorsed to name the 
Los Angeles Unified School District and the Board of Education of the City of Los Angeles as 
named additional insureds and shall provide specifically that any insurance carried by the 
District which may be applicable to any claims or loss shall be deemed excess and the Fenton 
Primary Center's insurance primary despite any conflicting provisions in the Fenton Primary 
Center's policy.

**Evidence of Insurance**

The Fenton Primary Center shall furnish to the District’s Office of Risk Management and 
Insurance Services located at 333 S. Beaudry Avenue, 28th Floor, Los Angeles, CA 90017, 
within thirty (30) days of all new policies inceptions, renewals or changes, certificates or such 
insurance signed by authorized representatives of the insurance carrier. Certificates shall be 
endorsed as follows:

“The insurance afforded by this policy shall not be suspended, cancelled, reduced 
in coverage or limits or non-renewal except after thirty (30) days prior written 
notice by certified mail, return receipt requested, has been given to the District.”

Facsimile or reproduced signatures may be acceptable upon review by the Office of Risk 
Management and Insurance Services. However, the District reserves the right to require certified 
copies of any required insurance policies.

Should the Fenton Primary Center deem it prudent and/or desirable to have insurance coverage 
for damage or theft to school, employee or student property, for student accident, or any other 
type of insurance coverage not listed above, such insurance shall not be provided by the District 
and its purchase shall be the responsibility of the Fenton Primary Center.
**Hold Harmless/Indemnification Provision**

To the fullest extent permitted by law, the Fenton Primary Center does hereby agree, at its own expense, to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorney’s fees, brought by any person or entity whatsoever, arising out of, or relating to this charter agreement. The Fenton Primary Center further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorney’s fees, brought by any person or entity whatsoever, arising out of, or relating to this charter agreement. The Fenton Primary Center further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorney’s fees, brought by any person or entity whatsoever, arising out of, or relating to acts or omission of acts committed by the Fenton Primary Center, and their officers, directors, employees or volunteers. Moreover, the Fenton Primary Center agrees to indemnify and hold harmless the District for any contractual liability resulting from third party contracts with its vendors, contractors, partners or sponsors.

The Fenton Primary Center will have a Health, Safety and Emergency Plan in place prior to beginning the operation of the school. The Fenton Primary Center will ensure that staff has been trained in health, safety, and emergency procedures and will maintain a calendar and conduct emergency response drills for students and staff.

The Fenton Primary Center, its employees and officers will comply with the Family Educational Rights and Privacy Act (FERPA) at all times.

The Fenton Primary Center shall require all employees of the Charter School, and all volunteers who will be performing services that are not under the direct supervision of a Charter School employee, and any onsite vendors having unsupervised contact with students to submit to criminal background checks and fingerprinting. The Charter School will maintain on file and available for inspection evidence that the Charter School has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Fenton Primary Center shall also ensure that it receives subsequent arrest notifications from the Department of Justice to ensure the ongoing safety of its students.

*(See Appendix F-4 for Insurance Documentation.)*
ELEMENT 7 – RACIAL AND ETHNIC BALANCE

“The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.” Ed. Code § 47605(b)(5)(G)

Means to Achieve Racial and Ethnic Balance

Fenton Avenue Elementary School was, and FPC remains, a neighborhood school. Students do not generally travel great distances to attend, and recruiting efforts have not traditionally needed to be robust. The Fenton Primary Center’s student population will mirror the racial and ethnic diversity found in the community of Lake View Terrace through maintaining positive relations with the community-at-large, and by providing an attractive multicultural child-centered learning environment which appeals to the community as a whole. As explained in the introduction section, the Charter Schools has achieved success in maintaining a student population whose racial and ethnic balance matches that of the local area.

Prior to the beginning of each school year, the Fenton Primary Center will publicize and conduct informational meetings to inform all segments of the community about the Fenton Primary Center’s educational program and support services. Banners will be displayed around the Charter School and flyers will be posted in local businesses announcing meeting dates and enrollment opportunities. All written and oral communication will be presented in English and Spanish (the home language of all current English Language enrolled in the Fenton Primary Center) and other languages as necessary.

Fenton Primary Center conducts a Back-to-School Night event yearly in the fall, and Parent Orientation Meetings for each grade level yearly. Open House is conducted for each track on a different evening once a year in the spring. Administrators attend Foothill Trails Neighborhood Council and Lake View Terrace Improvement Association meetings regularly to invite community members to events and extend general outreach to the community. Additionally, postcards inviting community members to events and tours of the school are mailed to the surrounding communities of Sylmar, Pacoima, San Fernando, Sunland and Tujunga in the spring to announce enrollment.

Court-Ordered Integration

The Fenton Primary Center shall comply with all requirements of the Crawford v. Board of Education, City of Los Angeles court order and the LAUSD Integration Policy adopted and maintained pursuant to the Crawford court order by the Office of Student Integration Services (collectively the “Court-ordered Integration Program”). The Court-ordered Integration Program applies to all schools within or chartered through LAUSD. The Charter School will provide a written plan in the charter petition and upon further request by the District outlining how it would achieve and maintain the LAUSD’s ethnic goal of 70:30 or 30:70 ratio.

The District receives neither average daily attendance allocations nor Court-ordered Integration Program cost reimbursements for charter school students. Instead, the District now receives
Targeted Instructional Improvement Grant (TIIG) for its Court-ordered Integration Program. The District retains sole discretion over the allocation of TIIG funding, where available, and cannot guarantee the availability of this funding.

**No Child Left Behind - Public School Choice (NCLB-PSC) Traveling Students**

The District and the Fenton Primary Center are committed to providing all students with quality educational alternatives in compliance with all federal and state laws including students who are enrolled in schools of the District identified by the California Department of Education as in need of Program Improvement. Public School Choice (“NCLS-PSC”) placement with charter schools is an alternative strongly encouraged by the *No Child Left Behind Act of 2001* (“NCLB”). The Fenton Primary Center agrees to discuss with the District the possibility of accepting for enrollment District students participating in the District’s NCLB-PSC program. The parties agree to separately memorialize any agreed-to number of NCLB-PSC placements of District students at the school.

As required under NCLB, all NCLB-PSC students attending the Fenton Primary Center shall have the right to continue attending the Fenton Primary Center until the highest grade level of the charter. However, the obligation of the District to provide transportation for a NCLB-PSC student to the Fenton Primary Center shall end in the event the NCLB-PSC student’s resident District school exits Program Improvement status.

The Fenton Primary Center will ensure that all of its NCLB-PSC students are treated in the same manner as other students attending the school. NCLB-PSC students are and will be eligible for all applicable instructional and extra-curricular activities at the school. The Fenton Primary Center will make reasonable efforts to invite and encourage the participation of the parents of NCLB-PSC students in the activities and meetings at the school.

Determination of student eligibility for this NCLB-PSC option, including the grade level of eligibility, will be made solely by the District, based on the District’s NCLB-PSC process, guidelines, policies and the requirements of NCLB. In the event demand for places at the Fenton Primary Center under the NCLB-PSC program increases in subsequent years, the Fenton Primary Center agrees to discuss with the District the possibility of increasing the number of NCLB-PSC places available at the school.

**Federal Compliance**

As a recipient of federal funds, including federal Title I, Part A funds, the Fenton Primary Center has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the *No Child Left Behind Act of 2001* (NCLB) and other applicable federal grant programs. The Fenton Primary Center understands that it is a local educational agency (LEA) for purposes of federal compliance and reporting purposes. The Fenton Primary Center agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of NCLB and other applicable federal programs, including, but not limited to, documentation related to required parental notifications, appropriate credentialing of teaching and paraprofessional staff, the implementation of Public School Choice and Supplemental
Educational Services, where applicable, or any other mandated federal program requirement. The mandated requirements of NCLB, title I, Part A include, but are not limited to, the following:

- Notify parents at the beginning of each school year of their “right to know” the professional qualifications of their child’s classroom teacher including a timely notice to each individual parent that the parent’s child has been assigned, or taught for four or more consecutive weeks by a teacher who is not highly qualified.

- Develop jointly with, and distribute to, parents of participating children, a school-parent compact.

- Hold an annual Title I meeting for parents of participating Title I students.

- Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy.

- Submit biannual Consolidated Application to California Department of Education (CDE) requesting federal funds.

- Complete and submit Local Education Agency (LEA) Plan to CDE.

- Complete reform planning process with stakeholders and submit to CDE all appropriate documents for Title I schoolwide status, if applicable; otherwise, identify and maintain roster of eligible students for the Title I Targeted Assistance School Program.

- Maintain inventory of equipment purchased with categorical funds, where applicable; and

- Maintain appropriate time-reporting documentation, including semi-annual certification and personnel activity report, for staff funded with categorical resources, where applicable.

The Fenton Primary Center also understands that as part of its oversight of the school, the District may conduct program review of federal and state compliance issues.
ELEMENT 8 – ADMISSION REQUIREMENTS

“Admission requirements, if applicable.” Ed. Code § 47605(b)(5)(H)

The Fenton Primary Center will not discriminate against any student on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). The Fenton Primary Center will be nonsectarian in its programs, admission policies, employment practices, and all other operations, and shall not charge tuition. The Fenton Primary Center will adhere to all laws establishing minimum age requirements for public school attendance.

Recruitment efforts of students who are academically low-achieving, students with disabilities, and economically disadvantaged students is conducted locally, throughout the former attendance area of Fenton Avenue Elementary. This student population already meets those characteristics.

All new and returning parents, after their students are enrolled, will attend an orientation to review and sign the Home-School Contract, Student Responsibility Code, Textbook Contract, Technology Contract, and complete all emergency information.

The enrollment period will be advertised in the northeast San Fernando Valley beginning on January 1st and ending on May 31st of each year. Postcards and flyers will be mailed to the surrounding community and parents and students will be invited to Open House and other informational venues to learn about the Fenton charter schools.

California state residency is the only requirement for enrollment, and the Fenton Primary Center will admit all pupils who wish to attend the Fenton Primary Center, subject only to capacity. If the number of pupils who wish to attend FPC exceeds capacity, attendance, except for existing pupils of the Charter School, shall be determined by a public random drawing. In the event of such a drawing, preference in admissions will be granted as follows:

1. Pupils who reside within the former attendance boundary of Fenton Avenue Elementary School shall be given preference to exemption from any public random drawing.
2. Siblings of existing students of FPC are exempt from any public random drawing.
3. Children of employees of FPC (up to 10%) are exempt from any public random drawing.
4. Residents of the District (at a ratio of 2:1)
5. All other students

If a drawing is necessary, the following procedures will be followed:

• All interested parties (those parties falling into categories 4 or 5 above) may submit a form which contains the name of the student, birth date, grade, address, phone number and parents'/guardians' names. The form will be available in the main office.
of the Fenton Primary Center beginning on the second Monday of March of each year.

- All forms must be received by 4:00 p.m. on the last Friday in May of each year, and only one form may be submitted per student. If it has been determined that more than one form has been submitted, the student will be disqualified.
- A drawing will be held at 6:00 p.m. on the second Thursday in June in the school auditorium.
- Names will be drawn until all names have been called.
- Names will be listed on a chart at the front of the auditorium for all participants to view and those who will be enrolled will be clearly identified on the chart.
- When all open spaces have been filled, it will be announced that names that are pulled from that point on will be placed on a waiting list with the first name drawn, the first on the waiting list.
- This process will continue until all forms have been drawn and all names listed on the chart.
- The Monday following the drawing, the parents of all students to be enrolled and those on the waiting list will be called by the FPC office staff.
- Parents of students on the waiting list will be informed as to the student’s place on this list.
- Parents of students selected for enrollment will be informed that the enrollment process must be completed prior to the start of school, and no later than 9:00 a.m., the Monday prior to the first week of school. If forms are not completed within this time frame, their child will lose the spot and the next name will be taken from the waiting list. (The exact date that forms must be completed will be calculated by the Director and communicated to the parent by the office staff.)
- When a student from the waiting list is offered enrollment, the parent/guardian will have three days to determine whether to accept or reject the offer of enrollment.
- Lottery procedures and timelines will be posted yearly in the main office beginning on March 1st.
- The office manager of the Charter School will maintain all forms for all students who participated in the lottery for one year as well as the chart documenting the order of names selected.

**McKinney-Vento Homeless Assistance Act**

The Fenton Primary Center will adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths.

The Charter School will include specific information in their outreach materials, websites, at community meetings, open forums, and regional center meetings notifying parents that the school is open to enroll and provide services for all students which shall include a District standard contact number to access additional information regarding enrollment. A student’s IEP will never be required prior to participation in any attendance lottery or as a condition for enrollment.

Submitted on September 15, 2011 by Fenton Primary Center
ELEMENT 9 – FINANCIAL AUDITS

“The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.” Ed. Code § 47605 (b)(5)(I)

The business philosophy of the Fenton Primary Center continues to be entrepreneurial and community-based. Every effort is made to maximize revenue from all sources while maximizing the effectiveness of all expenditures through the utilization of its affiliate school’s belief in “better, faster, cheaper” and “in the best interest of our students” test. In its very short history, the Fenton Primary Center has still been able to amass a significant funds balance which insures adequate fiscal integrity, reserves, cash flow, retirement health benefits and the ability to participate in future projects for our students’ benefit.

The following reports will be submitted to LAUSD in the required format and within timeframes to be specified by LAUSD each year each year:

a. Provisional Budget – Spring prior to operating fiscal year  
b. Final Budget - July of the budget fiscal year  
c. First Interim Projections – November of operating fiscal year  
d. Second Interim Projections – February of operating fiscal year  
e. Unaudited Actuals – July following the end of the fiscal year  
f. Audited Actuals – November following the end of the fiscal year  
g. Classification Report – Monthly, the Monday after close of the last day of the school month  
h. Statistical Report – Monthly, the Friday after the last day of the school month  
i. P1 – First week of January  
j. P2 – First week of April  
k. Instructional Calendar – Annually five weeks prior to the first day of instruction  
l. Other reports as requested by the District

Financial Audits

An annual independent financial audit of the books and records of the Fenton Primary Center will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Fenton Primary Center will be kept in accordance with generally accepted accounting principles, and as required by applicable law and the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller’s K-12 Audit Guide.

FCPS will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and approved by the State Controller on its published list as an educational audit provider. To the extent required
under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The FCPS Executive Director, along with the audit committee, will review any audit exceptions or deficiencies and report to the Fenton Primary Center Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel (“EAAP”) in accordance with applicable law.

The independent financial audit of the Fenton Primary Center is public record to be provided to the public upon request.

**District Oversight Costs**

The District may charge for the actual costs of supervisorial oversight of the Fenton Primary Center not to exceed 1% of the Fenton Primary Center’s revenue, or the District may charge for the actual costs of supervisorial oversight of the Fenton Primary Center not to exceed 3% if the Fenton Primary Center is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum supervisorial oversight fee allowed under the law as it may change from time to time. The supervisorial oversight fee provided herein is separate and distinct from the charges arising under the charter school/facilities use agreements.

**Balance Reserves**

Additionally, the Fenton Primary Center will at all times maintain a funds balance (reserve) of its expenditures as required by section 15450, title 5 of the California Code of Regulations.

**Special Education Revenue Adjustment/Payment for Services**

In the event that the Fenton Primary Center owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State’s adjustment to allocation of special education revenues from the Fenton Primary Center, the Fenton Primary Center authorizes the District to deduct any and all of the in lieu property taxes that the Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. The Fenton Primary Center further understands and agrees that the District shall make appropriate deductions form the in lieu property tax amounts otherwise owed to the Fenton Primary Center. Should this revenue stream be insufficient in any fiscal year to cover any such costs, the Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.
**Audit and Inspection of Records**

The Fenton Primary Center agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining their charter authorization:

- The Fenton Primary Center is subject to District oversight.

- The District’s statutory oversight responsibility continues throughout the life of the Charter and requires that it, among other things, monitor the fiscal condition of the Fenton Primary Center.

- The District is authorized to revoke this charter for, among other reasons, the failure of the Fenton Primary Center to meet generally accepted accounting principles or if it engages in fiscal mismanagement.

Accordingly, the District hereby reserves the right, pursuant to its oversight responsibility, to audit the Fenton Primary Center books, records, data, processes and procedures through the District Office of the Inspector General or other means. The audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter agreement,
- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of the Charter School’s financial information,
- The Charter School’s debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- The Charter School’s enrollment process,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

The Fenton Primary Center shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 days notice to the Fenton Primary Center. When 30 days notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hours notice.

The Fenton Primary Center will develop and maintain internal fiscal control policies governing all financial activities.
ELEMENT 10 - STUDENT SUSPENSIONS/EXPULSIONS

“The procedures by which pupils can be suspended or expelled.”  Ed. Code § 47605 (b)(5)(J)

Student Suspension and Expulsion Policy

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 et seq. which describes the noncharter schools’ list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 et seq. The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School’s policy and procedures for student suspension and expulsion. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Home-School Contract and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee’s use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing of all discipline policies and procedures through the Home-School Contract which is distributed to all families upon enrollment and then yearly, at the beginning of each school year.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

The Fenton Primary Center shall provide due process for all students, including adequate notice to parents/guardians and students regarding the grounds for suspension and expulsion and their due process rights regarding suspension and expulsion, including rights to appeal.

The Fenton Primary Center shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, including, for example, any modification of the lists of offenses for which students are subject to suspension or expulsion.

The Fenton Primary Center shall ensure the appropriate interim placement of students during and pending the completion of the Charter School’s student expulsion process.
Charter Schools shall implement operational and procedural guidelines ensuring federal and state laws and regulations regarding the discipline of students with disabilities are met. Charter Schools will also ensure staff is knowledgeable about and complies with the District’s Discipline Foundation Policy. If the student receives or is eligible for special education, the Charter School shall identify and provide special education programs and services at the appropriate interim educational placement, pending the completion of the expulsion process, to be coordinated with the LASUD Support Unit, Division of Special Education.

The Fenton Primary Center shall utilize alternatives to suspension and expulsion with students who are truant, tardy, or otherwise absent from compulsory school activities.

If a student is expelled from the Charter School, the Charter School shall forward student records upon request of the receiving school district in a timely fashion. Charter School shall also submit an expulsion packet to the Innovation and Charter Schools Division immediately or as soon as practically possible, containing:

- Pupil’s last known address
- A copy of the cumulative record
- Transcript of grades or report card
- Health information
- Documentation of the expulsion proceeding, including specific facts supporting the expulsion
- Student’s current educational placement
- Copy of parental notice of expulsion
- Copy of documentation of expulsion provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student’s compliance for reinstatement, appeal process and options for enrollment, and

- If the student is eligible for Special Education, the Charter School must provide documentation related to expulsion pursuant to IDEA including conducting a manifestation determination IEP prior to expulsion. If the student is eligible for Section 504 Accommodations, the Charter School must provide evidence that it convened a Link Determination meeting to address two questions: A) Was the misconduct caused by, or directly and substantially related to the student’s disability. B) Was the misconduct a direct result of the Charter School’s failure to implement 504 plan?

**General Discipline Policies**

Each year, the Parent and Community Advocacy Committee, an advisory committee which reports to the Board of Directors, consisting of teachers, staff, parents and community members, reviews and possibly revises the Fenton Primary Center Home-School Contract and standards for student behavior. The contract identifies the responsibilities of the home and those of the Charter School, and includes the Student Responsibility Code which specifically states the expectations of the Charter School and the Charter School staff for student behavior. Teachers review the Home-School Contract with families during Parent Orientation meetings held within the first two
weeks of school, and both the parent and student sign the contract to acknowledge their understanding of school-wide expectations.

Students who do not live up to their responsibilities and who violate the Charter School rules may expect some consequences for their behavior. These may include the following:

- Warnings
- Loss of privileges
- Isolation within the classroom or in other supervised areas
- Notices to parents by telephone or letter
- Request for parent conference
- Detention after school (with advance notice to parents if the detention is more than 10 minutes)
- Sending the student to the administrator when deemed necessary by the classroom teacher
- Suspension from school for a period ranging from one (1) to five (5) consecutive days per suspension, and not more than twenty (20) school days per school year, depending upon the severity and recurring nature of the violation. [In-school suspension and all other alternatives will be considered before suspension from school.]
- Expulsion from the Fenton Primary Center

Parents will be asked to participate in the Behavioral Student Study Team process if the student’s behavior does not improve. The Behavioral Student Study Team is composed of a school site team that provides an early identification, a collective data review and early intervention planning to ensure the success of the student. The team discusses student strengths, background information and addresses possible concerns. The goals for the Behavioral Student Study Team meetings are to use a positive problem solving approach to develop strategies, coordinate possible resources, mobilize, and plan an accountability system with measurable objectives. The team includes the student’s teacher, elementary school counselor, school psychologist, parent and an administrator who oversees the team.

**Enumerated Offenses**

In cases of serious misconduct, a student may be suspended from class or from school, or recommended for expulsion from the Fenton Primary Center by the Director or Assistant Director. The length of the suspension or expulsion will be determined by the severity and recurring nature of the violation. Suspensions may be one (1) to five (5) days in length, and will be at the discretion of the Assistant Director, or his/her designee. Expulsions may range from one semester to a full school year. The length of the expulsion will be at the discretion of the Board of Directors.

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

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:

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

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

c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

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

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

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

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

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

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

l) Knowingly received stolen school property or private property.

m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.

o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

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

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

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

s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

t) Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward a pupil or school personnel.

w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

3. Discretionary Expellable Offenses: Students may be expelled for any of the following acts when it is determined the pupil:

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

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

c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or
intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

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

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

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

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

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

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

l) Knowingly received stolen school property or private property.

m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

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

o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

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

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

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

s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

t) Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.

u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward a pupil or school personnel.

w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime...
of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

4. Non-Discretionary Expellable Offenses: Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the pupil:

   a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

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

**Gun Free Schools Act**

The Charter School shall comply with the federal Gun Free Schools Act.

**Process for Suspension and/or Expulsion**

The Director or Assistant Director, or other designated administrator, may suspend a student or recommend expulsion whenever a student has violated any of the above enumerated offenses or has committed a serious act.

1. Suspension Procedures:
A. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Assistant Director or his/her designee with the student and his or her parents and, whenever practical, the teacher supervisor or school employee who referred the student to the Assistant Director or his/her designee. The conference may be omitted if the Assistant Director or his/her designee or designee determines that an emergency situation exists. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s rights to return to school for the purpose of a conference.

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

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

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

B. Notice to Parents/Guardians

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

C. Suspension Time Limits/Recommendation for Placement/Expulsion

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

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

D. Suspension Appeal

The parent and student may contest a suspension through a meeting with the Director, and then the Board of Directors.

The Board of Directors will review the circumstances of all suspension cases contested by the parent, except for cases that are proceeding through the expulsion process, by following the steps below which will also be used to mediate any parent conflicts:

1. Parent(s) or guardian meets with the Director and/or Assistant Director.
2. If not resolved, parent(s) or guardian may submit concern in writing to the Board of Directors.
3. The Board of Directors will meet in closed session (the administrators will recuse themselves) and render a final decision on the matter.

2. Expulsion Procedures:

A student may be expelled either by the Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of an Administrative Panel, not to include any of the administrators involved in the initial student discipline, to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or a Board member of the Charter School’s governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

A. Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled.

Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Assistant Director or his/her designee determines that the pupil has committed an expellable offense.

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

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

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

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

The Fenton Primary Center may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Fenton Primary Center or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in
the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness’ use prior to and during breaks in testimony.

3. At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.

4. The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

5. The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.

6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

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

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing
is to be conducted in the public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness’ prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

C. Record of Hearing

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

D. Presentation of Evidence

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

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

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

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

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

E. Written Notice to Expel

The Assistant Director, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors’ adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

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

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

This notice shall include the following:

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

Additionally, in accordance with Education Code Section 47605(d)(3), upon expulsion of any student, the Fenton Primary Center shall notify the superintendent of the school district of the pupil’s last known address within thirty (30) days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information.

The Board of Directors’ decision to expel shall be final.

If a student is expelled from the Charter School, the Charter School shall forward student records upon request of the receiving school district in a timely fashion. The Fenton Primary Center shall also submit an expulsion
packet to the Innovation and Charter Schools Division immediately or as soon as practically possible, containing:

- Pupil’s last known address
- A copy of the cumulative record
- Transcript of grades or report card
- Health information
- Documentation of the expulsion proceeding, including specific facts supporting the expulsion
- Student’s current educational placement
- Copy of parental notice expulsion
- Copy of documentation of expulsion provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student’s compliance for reinstatement, appeal process and options for enrollment; and
- If the student is eligible for Special Education, the Charter School must provide documentation related to expulsion pursuant to IDEA including conducting a manifestation determination IEP prior to expulsion. If the student is eligible for Section 504 Accommodations, the Charter School must provide evidence that it convened a Link Determination meeting to address two questions: A) Was the misconduct caused by, or directly and substantially related to the student’s disability; B) Was the misconduct a direct result of the Charter School’s failure to implement 504 plan?

**Outcome Data**

Fenton Primary Center shall maintain all data involving placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements, and make such outcome data readily available to the District upon request.

**Interim Placement**

If a student is recommended for expulsion, while awaiting the final determination of the Board of Directors, the student will be placed on Independent Study. Textbooks, class work and homework assignments will be compiled by the classroom teacher for all academic subjects while the student and parents await the review process. Reviews will be conducted in a timely manner, and resolution will be reached within two weeks of the incident.

If the student is to be expelled, the Fenton Primary Center will notify the District in which the student resides. Students who are expelled may seek alternative education programs within the District or the county of residence.
Rehabilitation Plans

Pupils who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Charter School’s governing board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

Readmission

The Charter School’s governing board shall adopt rules establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, the Charter School’s governing board shall readmit the pupil, unless the Charter School’s governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety. A description of the procedure shall be made available to the pupil and the pupil’s parent or guardian at the time the expulsion order is entered. The Charter School is responsible for reinstating the student upon the conclusion of the expulsion period.

Special Education Students

In the case of a student who has an Individualized Education Plan (“IEP”), or a student who has a 504 Plan, the Charter School will ensure that it follows the correct disciplinary procedures to comply with the mandates of state and federal laws, including IDEA and Section 504 of the Rehabilitation Plan of 1973. As set forth in the MOU regarding special education between the district and the Charter School, an IEP team, including a District representative, will meet to conduct a manifestation determination and to discuss alternative placement utilizing the District’s Policies and Procedures Manual. Prior to recommending expulsion for a student with a 504 Plan, the Charter School’s administrator will convene a Link Determination meeting to ask the following two questions: A) Was the misconduct caused by, or directly and substantially related to the student’s disability? B) Was the misconduct a direct result of the Charter School’s failure to implement 504?
ELEMENT 11 – RETIREMENT PROGRAMS

“The manner by which staff members of the charter schools will be covered by the state Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.” Ed. Code § 47605(b)(5)(K)

FCPS will continue to participate in PERS, STRS, PARS, and Social Security for qualifying employees. Fenton Charter Public Schools will continue to utilize the Los Angeles County Office of Education’s retirement reporting system or a retirement system compatible with LACOE. The Fenton Charter Public Schools’ Business Manager will insure that appropriate arrangements for each employee’s retirement coverage have been made regularly and in a timely manner.

State Teachers’ Retirement System

All full-time certificated employees of Fenton Charter Public Schools will continue to be members of STRS (State Teachers’ Retirement System). Employees will contribute the required percentage and Fenton Charter Public Schools will contribute the employer’s portion. All withholdings from employees and from Fenton Charter Public Schools will be forwarded to the STRS fund as required.

Employees will accumulate service credit years in the same manner as all other members of STRS.

Public Employees’ Retirement System

All full-time classified employees will continue to be members of PERS (Public Employees’ Retirement System). Employees and Fenton Charter Public Schools will contribute the required rate as designated by PERS.

Social Security payments will be contributed for all qualifying PERS members.

Public Agency Retirement System

Fenton Charter Public Schools will continue to participate in the PARS (Public Agency Retirement System) for all non-PERS/STRS eligible part-time employees.

Social Security payments will be contributed for all qualifying PARS members.
ELEMENT 12 – ATTENDANCE ALTERNATIVES

“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” Ed. Code § 47605 (b)(5)(L)

No student may be required to attend the Charter School. Students who reside within the District who choose not to attend the Charter School may attend school within the District according to District policy or at another school district or school within the District through the District’s intra and inter-district policies. Parents and guardians of each student enrolled in the Charter School will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

The District’s “open enrollment” period is well publicized by the Fenton Primary Center and parents are assisted as needed with documentation and locations of neighboring schools. The parents of students matriculating to middle school from Fenton Avenue Charter School are especially interested in their options for middle school enrollment. During the months of December and January, all charter middle schools in the area hold informational meetings. Magnet, PWT and open enrollment program information is also shared with FPC parents and guardians.

Pupils who choose not to attend the Fenton Primary Center may choose to attend other public schools in their district of residence or pursue an interdistrict-transfer in accordance with existing enrollment and transfer policies of the District.
ELEMENT 13 – EMPLOYEE RIGHTS

“A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” Ed. Code § 47605(b)(5)(M)

No public school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Fenton Charter Public Schools employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

All employees of Fenton Charter Public Schools will be considered the exclusive employees of Fenton Charter Public Schools and not of the District, unless otherwise mutually agreed in writing. Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to Fenton Charter Public Schools. Employment by Fenton Charter Public Schools provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

Leave and return rights for union-represented employees who accept employment with the Charter School will be administered in accordance with applicable collective bargaining agreements between the employee’s union and the District and also in accordance with any applicable judicial rulings.
ELEMENT 14 – DISPUTE RESOLUTION

“The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.” Ed. Code § 47605(b)(5)(N)

The staff and governing board members of Fenton Charter Public Schools agree to resolve any claim, controversy or dispute arising out of or relating to the charter agreement between the District and the Fenton Primary Center, except any controversy or claim that is in any way related to revocation of this Charter, (“Dispute”) pursuant to the terms of this Element 14.

Any Dispute between the District and the Fenton Primary Center shall be resolved in accordance with the procedures set forth below:

(1) Any Dispute shall be made in writing (“Written Notification”). The Written Notification must identify the nature of the Dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 p.m. or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:

To Charter School: Fenton Primary Center
c/o School Director
11828 Gain Street
Lake View Terrace, CA 91342

To Director of Charter Schools: Director of Charter Schools
Los Angeles Unified School District
333 South Beaudry Avenue, 20th Floor
Los Angeles, California 90017

(2) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.
(3) If the Dispute cannot be resolved by mutual agreement at the Issue Conference, then either party may request that the Dispute be resolved by mediation. Each party shall bear its own attorney’s fees, costs and expenses associated with the mediation. The mediator’s fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party’s request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

(4) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California. Each party shall bear its own attorney’s fees, costs and expenses associated with the arbitration. The arbitrator’s fees and the administrative fees of the arbitration shall be shared equally among the parties. However, any party who fails or refuses to submit to arbitration as set forth herein shall bear all attorney’s fees, costs and expenses incurred by such other party in compelling arbitration of any controversy or claim.
ELEMENT 15 – PUBLIC SCHOOL EMPLOYER

“A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act [Chapter 10.7 (commencing with Section 3540) of division 4 of Title 1 of the Government Code].” Ed. Code § 47605(b)(5)(O)

FCPS shall comply with the EERA.

Fenton Charter Public Schools is deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act (EERA).
ELEMENT 16 – PROCEDURES TO BE USED IF THE FENTON PRIMARY CENTER CLOSES

“A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” Ed. Code § 47605(b)(5)(P)

Revocation

The District may revoke the charter if the Fenton Primary Center commits a breach of any provision set forth in a policy related to Charter Schools adopted by the District Board of Education and/or any provisions set forth in the Charter School Act of 1992. The District may revoke the charter of the Fenton Primary Center if the District finds, through a showing of substantial evidence, that the charter school did any of the following:

• The Fenton Primary Center committed a material violation of any of the conditions, standards, or procedures set forth in the charter.

• The Fenton Primary Center failed to meet or pursue any of the pupil outcomes identified in the charter.

• The Fenton Primary Center failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.

• The Fenton Primary Center violated any provisions of law.

Prior to revocation, and in accordance with California Education Code section 47605(d) and State regulations, the LAUSD Board of Education will notify the Fenton Primary Center in writing of the specific violation, and give the Fenton Primary Center a reasonable opportunity to cure the violation, unless the LAUSD Board determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution clause set forth in this charter.

Closure Action

The decision to close the Charter School either by the Charter School governing Board or by the LAUSD Board of Education, will be documented in a Closure Action. The Closure Action shall be deemed to have been automatically made when any of the following occur: the charter is revoked or non-renewed by the LAUSD Board of Education; the Charter School board votes to close the Charter School; or the Charter lapses.

Closure Procedures

The procedures for charter school closure are guided by California Education Code sections 47604.32, 47605, 47605.6, and 47607 as well as California Code of Regulations, Title 5 (5

Submitted on September 15, 2011 by Fenton Primary Center
(CCR), sections 11962 and 11962.1. A closed charter school must designate a responsible entity to conduct closure activities and identify how these activities will be funded. The procedures outlined below are based on “Charter School Closure Requirements and Recommendations (Revised 08/2009)” as posted on the California Department of Education website. References to “Charter School” applies to the charter school’s nonprofit corporation and/or governing board.

**Documentation of Closure Action**

The revocation or non-renewal of a charter school must be documented by an official action of the authorizing entity. Notice of a charter school’s closure for any reason must be provided by the authorizing entity to the California Department of Education (CDE). In addition, the charter school must send notice of its closure to:

1. Parents or guardians of students. Written notification to parents/guardians/caregivers of the enrolled students of the Charter School will be issued by the Charter School within 72 hours after the determination of a Closure Action and the effective date of closure. A copy of the written notifications to parents is also to be sent to LAUSD within the same time frames.
2. The authorizing entity
3. The county office of education. Written notification to the Los Angeles County Office of Education of the Closure Action shall be made by the Charter School by registered mail within 72 hours of the decision to Closure Action. Charter School shall provide a copy of this correspondence to the ICSD.
4. The special education local plan area in which the school participates. Written notification to the Special Education Local Planning Area (SELPA) in which the Charter School participates of the Closure Action shall be made by the Charter School by registered mail within 72 hours of the decision to Closure Action. Charter School shall provide a copy of this correspondence to the ICSD.
5. The retirement systems in which the school’s employees participate. The Charter School will within fourteen (14) calendar days of closure action contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the Los Angeles County office of Education and follow their procedures for dissolving contracts and reporting. The Charter School shall provide a copy of this correspondence to the ICSD.
6. The CDE. Written notification to the California Department of Education of the Closure Action shall be made by the Charter School by registered mail within 72 hours of the decision to Closure Action. Charter School shall provide a copy of this correspondence to the ICSD.

Notice must be received by the CDE within ten calendar days of any official action taken by the chartering authority. Notification of all the parties above must include at least the following:

1. The effective date of the closure
2. The name(s) of and contact information for the person(s) handling inquiries regarding the closure
3. The students’ school districts of residence

Submitted on September 15, 2011 by Fenton Primary Center
4. How parents or guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements

In addition to the four required items above, notification to the CDE must also include:

1. A description of the circumstances of the closure
2. The location of student and personnel records

In addition to the four required items above, notification to parents, guardians, and students should also include:

1. Information on how to transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of their child’s cumulative record which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and State testing results.
3. Information on student completion of college entrance requirements for all high school students affected by the closure

The charter school shall announce the closure to any school districts that may be responsible for providing education services to the former students of the charter school within 72 hours of the decision to Closure Action. This notice will include a list of returning students and their home schools. Charter school closures should occur at the end of an academic year if it is feasible to maintain a legally compliant program until then. If a conversion charter school is reverting to non-charter status, notification of this change should be made to all parties listed in this section.

**School and Student Records Retention and Transfer**

The Charter School shall observe the following in the transfer and maintenance of school and student records:

1. The Charter School will provide the District with original cumulative files pursuant to District policy and applicable handbook(s) regarding cumulative records for secondary and elementary schools for all students both active and inactive at the Charter School. Transfer of the complete and organized original student records to the District will occur within seven calendar days of the effective date of closure.
2. The process for transferring student records to the receiving schools shall be in accordance with LAUSD procedures for students moving from one school to another.
3. The Charter School will prepare an electronic master list of all students to the Innovation and Charter Schools Division. This list will include the student’s identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list should also indicate the name of the school that each student is transferring to, if known. This electronic master list will be delivered in the form of a CD.
4. The original cumulative files should be organized for delivery to the District in two categories: active students and inactive students. The ICSD will coordinate with the Charter School for the delivery and/or pickup of the student records.

5. The Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.

6. The Charter School will provide to the ICSD a copy of student attendance records, teacher gradebooks, school payroll records, and Title I records (if applicable). Submission of personnel records must include any employee records the charter school has. These include, but are not limited to, records related to performance and grievance.

7. All records are to be boxed and labeled by classification of documents and the required duration of storage.

**Financial Close-Out**

After receiving notification of closure, the CDE will notify the charter school and the authorizing entity if it is aware of any liabilities the charter school owes the state. These may include overpayment of apportionments, unpaid revolving fund loans or grants, or other liabilities. The CDE may ask the county office of education to conduct an audit of the charter school if it has reason to believe that the school received state funding for which it was not eligible.

The Charter school shall ensure completion of an independent final audit within six months after the closure of the school that includes:

1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
3. An assessment of the disposition of any restricted funds received by or due to the Charter School.

This audit may serve as the Charter School’s annual audit.

The financial closeout audit of the Charter School will be paid for by the Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by the Charter School will be the responsibility of the Charter School and not LAUSD. The Charter School understands and acknowledges that the Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. The Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which the Charter School participates, and other categorical funds will be returned to the source of funds.

The Charter school shall ensure the completion and filing of any annual reports required.
This includes:

1. Preliminary budgets
2. Interim financial reports
3. Second interim financial reports
4. Final unaudited reports

These reports must be submitted to the CDE and the authorizing entity in the form required. If the charter school chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. These reports should be submitted as soon as possible after the closure action, but no later than the required deadline for reporting for the fiscal year.

For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed charter school with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

Disposition of Liabilities and Assets

The closeout audit must determine the disposition of all liabilities of the charter school. Charter School closure procedures must also ensure disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed. Such disposal includes, but is not limited to:

1. The return of any donated materials and property according to any conditions set when the donations were accepted.
2. The return of any grant and restricted categorical funds to their source according to the terms of the grant or state and federal law.
3. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

Net assets of the charter school may be transferred to the authorizing entity. If the Charter School is operated by a nonprofit corporation, and if the corporation does not have any other functions than operation of the Charter School, the corporation will be dissolved according to its bylaws.

a) The corporation’s bylaws will address how assets are to be distributed at the closure of the corporation.

b) A copy of the corporations bylaws containing the information on how assets are to be distributed at the closure of the corporation, are to be provided to LAUSD prior to approval of this Charter.

For six (6) calendar months from the Closure Action or until budget allows, whichever comes first, sufficient staff as deemed appropriate by the Charter School Board, will maintain
employment to take care of all necessary tasks and procedures required for a smooth closing of the school and student transfers.

The Charter School Board shall adopt a plan for wind-up of the school and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

The Charter School shall provide LAUSD within fourteen (14) calendar days of closure action prior written notice of any outstanding payments to staff and the method by which the school will make the payments.

Prior to final closure, the charter school shall do all of the following on behalf of the school’s employees, and anything else required by applicable law:

a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.

b. File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).

c. Make final federal tax payments (employee taxes, etc.).

d. File the final withholdings tax return (Treasury Form 165).

e. File the final return with the IRS (Form 990 and Schedule).

This Element 16 shall survive the revocation, expiration, termination, cancellation of this charter or any other act or event that would end the Fenton Primary Center’s right to operate as a charter school or cause The Fenton Primary Center to cease operation. The Fenton Primary Center and the District agree that, due to the nature of the property and activities that are the subject of this petition, the District and public shall suffer irreparable harm should the Fenton Primary Center breach any obligation under this Element 16. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under this Element 16 or any provision of this Element 16 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

Facilities

The Fenton Primary Center is currently occupying a school site that is located at 11828 Gain Street, Lake View Terrace, California. The Fenton Primary Center has identified a parcel 0.8 of a mile from Fenton Avenue Charter School currently in escrow and scheduled to close in December 2011. The scheduled move and opening of the Fenton Primary Center is between January and July 2013.
District-Owned Facilities

If Charter School is using LAUSD facilities as of the date of the submittal of this charter petition or takes occupancy of LAUSD facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by LAUSD for the use of the LAUSD facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition Charter School will occupy and use any LAUSD facilities, Charter School shall execute an agreement provided by LAUSD for the use of LAUSD facilities prior to occupancy and commencing use.

Charter School agrees that occupancy and use of LAUSD facilities shall be in compliance with applicable laws and LAUSD policies for the operation and maintenance of LAUSD facilities and furnishings and equipment. All LAUSD facilities (i.e., schools) will remain subject to those laws applicable to public schools which LAUSD observes.

In the event of an emergency, all LAUSD facilities (i.e., schools) are available for use by the American Red Cross and public agencies as emergency locations which may disrupt or prevent Charter School from conducting its educational programs. If Charter School will share the use of LAUSD facilities with other LAUSD user groups, Charter Schools agrees it will participate in and observe all LAUSD safety policies (e.g., emergency chain of information, participate in safety drills).

The use agreements provided by LAUSD for LAUSD facilities shall contain terms and conditions addressing issues such as, but not limited to, the following:

• **Use:** Charter School will be restricted to using the LAUSD facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the charter petition and incidental related uses. LAUSD shall have the right to inspect LAUSD facilities upon reasonable notice to Charter School.

• **Furnishings and Equipment:** LAUSD shall retain ownership of any furnishings and equipment, including technology, (“F & E”) that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F & E.

• **Leasing; Licensing:** Use of the LAUSD facilities by any person or entity other than Charter School shall be administered by LAUSD. The parties may agree to an alternative arrangement in the use agreement.

• **Minimum Payments or Charges to be Paid to LAUSD Arising from the Facilities:**

1. **Pro Rata Share:** LAUSD shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter School Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and
2. Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School’s legal or equitable interest created by the use agreement.

• Maintenance & Operations Services: In the event LAUSD agrees to allow Charter School to perform any of the operation and maintenance services, LAUSD shall have the right to inspect the LAUSD facilities and the costs incurred in such inspection shall be paid by Charter School.

1. Co-Location: If Charter School is co-locating or sharing the LAUSD facilities with another user, LAUSD shall provide the operations and maintenance services for the LAUSD facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.

2. Sole Occupant: If Charter School is a sole occupant of LAUSD facilities, LAUSD shall allow the Charter School, at its sole cost and expense, to provide some operations and maintenance services for the LAUSD facilities in accordance with applicable laws and LAUSD’s policies on operations and maintenance services for facilities and F & E. NOTWITHSTANDING THE FOREGOING, LAUSD shall provide all services for regulatory inspections, which as the owner of the real property is required to submit, and deferred maintenance and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.

• Real Property Insurance: Prior to occupancy, Charter School shall satisfy those requirements to participate in LAUSD’s property insurance or, if Charter School is the sole occupant of LAUSD facilities, obtain and maintain separate property insurance for the LAUSD facilities. Charter School shall not have the option of maintaining separate property insurance for the LAUSD facility IF Charter School is co-locating or sharing the LAUSD facility with another user.

Facility Status

The charter petitioner must demonstrate control of a facility such as a commitment from the landlord, to ensure that the property is actually available to the charter developer, and that the facility is usable with or without conditions (such as a conditional code permit). The charter school facility shall comply with all applicable building codes, standards and regulations adopted by the city and/or country agencies responsible for building and safety standards for the city in which the charter school is to be located, and the Americans with Disabilities Act (ADA). Applicable codes and ADA requirements shall also apply to the construction, reconstruction, alteration of or addition to the proposed charter school facility. The Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA requirements.
Charter schools are required to adhere to the program accessibility requirements of Federal law (Americans with Disabilities Act and Section 504).

**Occupancy of the Site**

The charter petitioner of developer shall provide the District with a final Certificate of Occupancy issued by the applicable permitting agency, allowing the petitioner to use and occupy the site. The Charter School may not open without providing a copy of the Certificate of Occupancy for the designated use of the facility. If the Charter School moves or expands to another facility during the term of this charter, the Charter School shall provide a Certificate of Occupancy to the District for each facility before the school is scheduled to open or operate in the facility or facilities. Notwithstanding any language to the contrary in this charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

**Health and Safety**

The school will comply with the Healthy Schools Act, California Education Code Section 17608, which details pest management requirements for schools. Developers may find additional information at: [www.laschools.org/employee/mo/ipm](http://www.laschools.org/employee/mo/ipm).

**Asbestos Management**

The Charter School will comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40CFR part 763. AHERA requires that any building leased or acquired is to be used as a school or administrative building shall maintain an asbestos management plan.
MISCELLANEOUS PROVISIONS

Budgets and Financial Reporting

Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Ed. Code §47605(g)

FCPS prepares a projected cash flow schedule at the beginning of each school year based on the approved budget. The timing of cash receipts and cash disbursements in this schedule is based on historical experience of cash flows for the Charter School and any new information received from funding sources as it relates to the specific school year. This schedule reflects month-to-month cash projections and is compared to actual results on a monthly basis.

Budget development will begin each year immediately following the January announcement of the governor’s K-12 State Budget Proposals and will continually be refined through the May Revise to the Final State Budget Act. Budgeted resources will always be consistent with FCPS’s goals as identified by the Board of Directors. Two interim reports and year-end estimated actuals will continue to be submitted to the District.

As a directly funded independent charter school, most of the Charter School’s state and federal revenue flows directly from the state. Funds flowing through the District [property taxes, and any other funding generated by FPC students] will be transferred via journal voucher entry on or before the fifteenth of each month for prior month’s revenue receipts. All revenue generated by FPC will be deposited in the Los Angeles County Treasury. All expenditures (including bi-weekly payroll) will be drawn on the County Treasury which enables the County budgeting and accounting system to account for all revenue and expenditures. Two revolving accounts with a local financial institution will continue to be maintained for day-to-day expenditures from the General Fund and from Food Services. All expenditures over $500 will continue to require two signatories. (See Appendix G-1 for FCPS Accounting Procedures Handbook.)

(See Appendix G-2 for Three-Year Projected Budget.)

The following reports will be submitted to the District each year:

- Provisional Budget – Spring prior to operating fiscal year
- Final Budget- July of the budget fiscal year
- First Interim Projections – November of operating fiscal year
- Second Interim Projections – February of operating fiscal year
- Unaudited Actuals – July following the end of the fiscal year
- Audited Actuals – November following the end of the fiscal year
- Classification Report – Monthly, the Monday after close of the last day of the school month
- Statistical Report – Monthly, the Friday after the last day of the school month
- P1 – First week of January
- P2 – First week of April
• Bell Schedule – Annually by November
• Other reports as requested by the District

The Fenton Primary Center and/or its parent corporation will be solely responsible for the debts and obligations of the Fenton Primary Center.

**Mandated Costs**

In order to meet the health, safety and public accountability requirements of all public school children at the Fenton Primary Center, the Fenton Primary Center will be required to comply with the following programs and activities:

• Annual Parent Notifications
• Behavior Intervention Plans
• Comprehensive School Safety Plan
• Criminal Background Check
• Habitual Truant Conferences
• Notice of Truancy
• Open Meetings Act/Brown Act
• Physical Performance Tests
• Pupil Health Screenings
• Immunization Records
• Pupil Promotion and Retention
• Suspensions and Expulsions
• School Accountability Report Cards
• Standardized Testing and Reporting
• Any other current or future mandates that directly pertain to the health, safety, and welfare of Charter School students. In addition, any additional mandates that must be performed to satisfy the State’s testing and graduation requirements.

It is the expressed intent of the Fenton Primary Center to comply with all of the aforementioned mandates and file directly for reimbursements.

The Charter School accepts and understands obligations to comply with Education Code Section 41365 (Revolving Loan Fund).

**Transportation**

Transportation services for FPC activities such as curricular trips, school sponsored events and events of the Fenton Family Center will be provided at charter school expense utilizing either District buses on a fee-for-service basis and subject to an MOU, or a state-approved transportation provider.
Administrative Services

*Governing Law: The manner in which administrative services of the school are to be provided. Ed. Code § 47605(g).*

FCPS handles all administrative services internally, by hiring employees. It does not contract with third party providers for services such as custodial, maintenance, business services, etc.

Facilities

*Governing Law: The facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate. Ed. Code §47605(g).*

FPC is in need of its own site, and has a property 0.8 of mile from the FACS campus in escrow. The facility will be completed between January and July of 2013.

Renewal Process and Timeline

The Charter School will submit a charter renewal petition to the District in accordance with ICSD Charter School Administrative procedures. The renewal petition will be reviewed according to the standards of Education Code Section 47605.
IMPACT ON CHARTER AUTHORIZER

**Governing Law:** *Potential civil liability effects, if any, upon the school and upon the District. Ed. Code § 47605(g).*

The Charter School shall be operated as a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701d.

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of the Charter School.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School’s Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officer’s insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the District and the Charter School’s insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of the Charter School.

The Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.
CONCLUSION

By renewing this charter, the District will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning; create new professional opportunities for teachers; and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools. The Petitioners are eager to continue working independently, yet cooperatively with the District to establish the highest bar for what a charter school can and should be. To this end, the Petitioners pledge to continue working cooperatively with the District to answer any concerns over this document and to present the District with the strongest possible proposal requesting a five year renewal term from July 1, 2012 to June 30, 2017.