

**PLUMAS ALTERNATIVE LEARNING SERVICES**

**D/B/A**

**PLUMAS CHARTER SCHOOL**

**PRESENTED DECEMBER 2007 FOR RENEWAL TO**

**THE GOVERNING BOARD OF THE  
PLUMAS UNIFIED SCHOOL DISTRICT**

This document was prepared in compliance with the terms, conditions, and requirements of California Education Code 47605, The Charter Schools Act, and related applicable statutes and regulations.

## **I. Educational program Description**

This charter school will be known as Plumas Charter School (hereinafter “PCS”). PCS will be open to all students in grades K-12. PCS will be nonsectarian in its programs, admission policies, employment practices, and all other operations. PCS will specifically target students seeking an established alternative instruction strategy.. PCS will not charge tuition, and will not discriminate against any pupil on the basis of ethnicity, gender, national origin, or disability.

Students who attend PCS will be educated through individually designed curricula, called *personalized learning plans*, which may include, but are not limited to, home-based learning programs, cooperative school programs and classes, apprenticeships, on the job training, community-based educational programs, group seminars, distance learning via current technology, and supplemental learning projects. All student curricula will be subject to approval by the Director and/or Assistant Director of PCS.

Parents who enroll their children in PCS will, through specific enrollment and curriculum contracts, accept responsibility for their children’s education. PCS will support its students and parents with appropriate educational materials, and with access to a staff of credentialed teachers, who are known as education specialists (“ES’s”). The student, parent, and supervising education specialist will contract as a team to oversee the student’s progress.

With the assistance of a PCS education specialist, each minor student and at least one parent, and each adult student, will design, consistent with PCS educational standards and policies, appropriate curricula based upon the student’s educational needs and objectives and will sign one or more contracts with PCS that clearly describe the student’s individual educational goals and curriculum for each semester the student is enrolled. . These contracts, known as Master Agreements, will describe, amongst other legal requirements, the student’s courses of study, the chosen method(s) of ascertaining competence in designated courses of study, and, if applicable, the credits the student will receive upon successfully completing, and demonstrating competence in, each course of study, in accordance with Education Code Section 51747.

For purposes of this charter, “parent(s)” includes guardian(s). Any parent(s) or legally responsible entity may designate an alternate party to act in place of the parent(s). PCS adult students do not require parental participation in educational or admission contracts, or in performance evaluation.

Plumas Charter School identifies an educated person in the twenty-first century as being a someone who is literate, can understand and function sufficiently in the world around him or her, has an overview of the history of mankind, has an understanding of the political process, has an ability to solve mathematical problems and to think scientifically, and has the values necessary to function constructively in the community in which he or she lives. This person is one who has realized his or her own unique educational interests, talents, and abilities, whether it is in the arts, sciences, or other areas. It is the goal of this charter school to help students to become educated individuals who are intrinsically motivated to learn and who have diverse yet well-developed interests.

This charter school’s parents, students, and certificated educational specialists believe that the best learning occurs when:

- Each student has an individualized learning plan.
- One-to-one teaching is used when appropriate.
- Context-based, “real life” learning is used when possible.
- There is supplemental enrichment, which may include, but is not limited to, classroom instruction, independent learning, field trips, apprenticeships, and appropriate uses of technology.
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- Academics are viewed as only one aspect of an education
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- The entire community serves as the school campus.
- Interesting, worthwhile learning opportunities are provided that will stimulate the interests of each student.

Objectives of the charter school include, but shall not be limited to the following:

- PCS students will demonstrate yearly academic and personal growth as measured by the following:
  - ❑ Growth in individual STAR scores
  - ❑ Growth in individual scores on longitudinal, stable-scaled, grade-independent assessments (such as NWEA or Scantron)
  - ❑ Improvement in attitude, behavior and citizenship as assessed by parents, ES’s, and any other relevant parties such as Probation or SELPA staff.
- Students will be self-motivated, competent, life-long learners.
- Students will achieve competency in basic academic skills.
- Curriculum and materials will adhere to the California State Frameworks and Content Standards in accordance with the California Public Schools Accountability Act.

Opportunities will be provided for students to explore their potential in the vocational and fine arts and in the appropriate use of technology. Students will learn to recognize and use their strongest skills and abilities and to improve in areas where they are weak. PCS will operate on the understanding that all students have different learning styles, abilities and background experiences. PCS will employ educational practices informed by current educational and cognitive research across the spectrum of student needs. At individual meetings with their assigned education specialists, and from the PCS college and vocational specialist, PCS high school students will receive information on the transferability of their credits to other public high schools and to colleges, as well as on the measures necessary for them to gain college entrance. PCS education specialists will receive annual training in these requirements.

### **Plan for Students who are Academically Low Achieving**

To directly support low achieving students, the education specialist, parent(s), and student will collaborate to design the optimal personalized learning plan. All students will be assessed upon admission to PCS to identify their strongest learning modalities, as well as grade levels of proficiency in reading, language usage, and key areas of mathematics. With the information from these formal assessments, in addition to information from both the parent and the student about the student's history, attitudes and interests, a learning plan will be established which will optimize the student's chances for success. The education specialist will remain in close contact with the family and will propose any alterations to the plan that may appear necessary as the student moves forward. If a student appears not to be making sufficient progress, the ES will meet with parent and student to discuss the situation and advise them on how to better to achieve and support learning. If a student continues to show inadequate progress in one or more subjects, the ES will then arrange for the student to attend PCS small-group classes in the subject(s) if such classes are available, or tutoring sessions provided by a qualified staff member. It is the prerogative of the ES to make the student's continued enrollment in PCS contingent upon his/her participation in such classes or tutoring as well as to recommend that a student for whom personalized learning is not proving successful be dismissed from the school. PCS believes that both the confidence and the motivation to learn are fostered by providing the student with curriculum appropriate for his or her current level of academic proficiency and then adjusting the pace and rigor of learning to challenge and engage his/her full potential.

### **Plan for Students who are Academically High Achieving**

The personalized learning plans of high achieving students will be designed to suit their individual needs and to allow them to accelerate the pace of their learning and/or to pursue more challenging studies. When a student enters the ninth grade at PCS, the process of acquainting him or her with post-high-school options begins. Staff will ensure that all students are thoroughly informed of their testing options as well as all deadlines for test registration. The staff will provide all students with information on college selection, financial aid, and scholarships as well as the opportunity to assess their own interests, values, and proclivities as those relate to educational and career planning. The PCS guidance team will offer opportunities students to apply for scholarships for which they may qualify.

### **Plan for English Learners**

In accordance with applicable legal guidelines, PCS will ensure that EL students are tested annually until they achieve proficiency in English. ES's will use CELDT results to assist them in curriculum selection and instructional support.

## **II. Measurable Pupil Outcomes**

As stated above, each PCS student will have a personalized learning program. Progress will be monitored and documented as outlined in the student's Master Agreement. It is a goal of Plumas Charter School that each student will demonstrate annual growth towards grade-level proficiency, as outlined by California Content Standards, in the following core areas:

- **Mathematics**

Students will develop abilities to reason logically and to understand and apply mathematical processes and concepts, including those within arithmetic, algebra, geometry, and other mathematical topics aligned with state standards.

- **Language Arts**

Students will demonstrate develop appropriate reading, writing, listening, speaking and presentation skills. Students will demonstrate skills in multiple forms of expression including written, oral, and multi-media. They will comprehend and critically interpret multiple forms of expression, including literature from various historical periods and cultures.

- **Science**

Students will successfully utilize methods of scientific inquiry and research, enabling to understand and apply the major concepts underlying various branches of science, which may include physical, earth, environmental, and life sciences.

- **Social Studies**

Students will understand and apply civic, historical, and geographic knowledge in order to serve as well-informed, critically-thinking citizens in today's world of diverse cultures.

## **III. Methods of Measuring Student Progress**

- State mandated testing: STAR, CAHSEE

At Plumas Charter School, all school activities will be approached in such a way that students may extract maximum benefit from them. PCS will strive to ensure that state mandated assessments are conducted, and test results employed, in a manner that will serve as many of the school's goals as possible. It will be a priority to see that PCS students are well prepared to take STAR tests and the CAHSEE. Staff will be familiar with California Blueprints for all areas in which each student will be tested. In working with students to select courses and curricula, education specialists will guide students towards subjects in which they will be required to take tests that year as well as towards texts and materials aligned with California standards. Students and parents will be apprised early in the school year of the variety of high quality test preparation materials available to them for use over the course of the year as supplements to the regular curriculum. At the beginning of the school year, ES's will discuss the previous year's test results with students and parents, helping them to understand the results and helping students to see themselves as possessing the ability to improve their scores. The ES will use STAR and CAHSEE results as one of several factors to be considered when designing the personalized learning plan.

- Individual, longitudinal, state-aligned assessments: Research-based, stable-scale, grade-independent assessments

Because of the individualized character of a Plumas Charter School education, and because of the high degree of mobility of the PCS student population, PCS students will be given formative assessments in reading, mathematics and language usage at the beginning of each year (or upon enrollment) and again at the end of the year. ES's will have the option of administering one or more of the tests an additional two times per year to monitor student progress. In addition to informing decisions on placement, curriculum and instruction, these tests will be used by the ES to build insight into the student and his/her needs. The ES will report the scores in norm-referenced, achievement, and growth terms, and will discuss them with parent and student in order to promote reflection and self-evaluation on the part of student, parent, and ES.

- Review of student work, with a frequency to be determined by the ES, once every twenty days being the minimum established by Board policy
- Course-specific assignments
- Parent and ES observation
- Norm and criterion referenced tests
- Student presentations and demonstrations
- Grades earned in PCS courses, PCS small-group classes, PUSD classes, and community college and approved distance-learning courses
- Student portfolios

#### **IV. The Governance Structure of the School**

The Plumas Charter School Board of Directors will consist of at least seven (7) directors, including three (3) parents or legal guardians of actively enrolled students of Plumas Charter School, the school Director, the Assistant Director, an education specialist elected by the school faculty, and, as granting district representative per Education Code section 47604(b), the Superintendent of the Plumas Unified School District or designee.

The Board of Directors will be responsible for ensuring that the school fulfills its mission and the terms of its charter. To this end, the board will be charged with selecting and appointing the Director. The Board may initiate and carry out 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 the purposes for which schools are established.

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

PCS operates as a non-profit public benefit corporation pursuant to California law. The Charter School will be governed by its corporate Board of Directors in accordance with its adopted bylaws, which shall be consistent with this charter. Pursuant to California Education Code Section 47604©, the District shall not be liable for the debts and obligations of Plumas 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. Plumas Unified School District (“PUSD”) will not be liable for any actions taken by PCS. PCS will maintain a comprehensive range of insurance coverage commensurate with that of other public schools and/or nonprofit organizations of similar type and size, to protect both itself and the sponsoring district. Details of this policy will be outlined in a Memorandum of Understanding (“MOU”) between PCS and the sponsoring district. A copy of PCS’ Insurance Policy is available on request. PCS will act as its own fiscal agent to the fullest extent of the law. In fulfilling its obligations relating hereto, PCS will comply with applicable law.

## **V. Employee Qualifications**

Each student at Plumas Charter School will be assigned to work with an education specialist. Every ES will hold a valid teaching certificate issued by the California Commission on Teacher Credentialing in accordance with Education Code Section 47605(1).

PCS may hire additional certificated and non-certificated personnel to assist in providing supplementary instruction, management and support services. All staff at PCS will have the necessary qualifications, skills, experience and credentials to carry out the duties outlined in his/her job description. These documents and job descriptions will be maintained on file at Plumas Charter School and will be available for inspection upon request by the chartering authority, PUSD.

Each potential employee will be fingerprinted and will receive Department of Justice clearance as required by Education Code section 44237.

## **VI. Health and Safety**

PCS will comply with all of the requirements of Education Code section 44237 and 45125.1 to ensure the safety of employees and students. PCS will comply with the Family Education Rights and Privacy Act and all applicable laws concerning immunization, first aid, facility safety, child abuse reporting, emergency response, blood-borne pathogens, and related issues for both

employees and students. All employees of PCS will be tested for tuberculosis in accordance with Education Code section 49406.

## **VII. Racial and Ethnic Balance**

Plumas Charter School will strive to maintain a racial and ethnic balance among its students that is reflective of the population residing within the territorial jurisdiction of Plumas Unified School District. The means by which the school will achieve this balance will be to publicize the school's program and activities in such a way as neither to encourage nor discourage the interest or participation of any particular racial or ethnic group. PCS will maintain up-to-date records of the ethnicities of its students, and if the balance is not reflective of that of PUSD, a committee of Plumas Charter School parents, teachers, and staff will meet with the District Superintendent to discuss the imbalance and explore available options for restoring it, which may include additional outreach initiatives.

## **VIII. Admission Requirements**

Students residing within Plumas County or its adjacent counties will be considered for admission without regard to ethnicity, national origin, gender, disability, or achievement level. Upon enrollment, the parent and enrolling student must sign a semester-long independent study contract, called a Master Agreement, which outlines Plumas Charter School's academic and behavioral expectations, philosophy, and program requirements. Continued enrollment is subject to the Plumas Charter School Policy and Procedures for Suspension and Expulsion.

In the event that the number of students applying to attend PCS exceeds the school's capacity, admission, except for currently enrolled students of the school, will be determined by a public random drawing held in stages, according to preference group, in the following order: (1) siblings of current students; (2) students who reside within the boundaries of Plumas Unified School District; (3) all others.

Plumas Charter School will comply with all state laws governing the minimum and maximum ages for public school attendance. Pupils over the age of nineteen years can be enrolled only if (1) they have been continuously enrolled in public school in pursuit of a high school diploma while 19 years of age, and without a break in enrollment since that time, and (2) they continue to make satisfactory progress towards a high school diploma, and (3) they are not over the age of 22 years.

## **IX. Audit of Financial Operations**

An annual financial audit of the Plumas Charter School will be conducted by an independent auditor from the State Controller's list of approved educational auditors, experienced with California charter school law and employing generally accepted accounting principles in accordance with Education Code section 47605(b)(5)(I) and 47605(m). Audits will be

conducted according to applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's Guide. It is anticipated that the annual audit will be completed within four months of the close of the fiscal year and that a copy of the auditor's findings will be forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15<sup>th</sup> of December of each year. All audit exceptions and deficiencies will be resolved as determined by state law and this Charter to the satisfaction of the District. Procedures and/or processes that caused the exceptions and/or deficiencies will be modified by PCS to District satisfaction, and such modifications will be sent to the Superintendent of Plumas Unified School District within three (3) months of the auditor's report.

As outlined in Education Code section 47604.3, Plumas Charter School will promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records, from its chartering authority or from the Superintendent of Public Instruction, and will consult with the chartering authority or the Superintendent of Public Instruction regarding any inquiries.

## **X. Suspension and Expulsion**

PCS students will be subject to suspension or expulsion as outlined in the Plumas Charter School Policy and Procedure for Suspension and Expulsion.

## **XI. STRS, PERS, And Social Security Participation**

Employees of PCS will participate in STRS, PERS, or federal Social Security, depending upon eligibility with the corresponding agency.

## **XII. Public School Alternatives**

Attendance at this charter school is entirely voluntary on the part of the students who enroll. Attendance at the district of residence public school or other public schools, pursuant to applicable enrollment policies of each, shall be an option for all students who do not choose to attend PCS.

## **XIII. Procedures for Resolving Disputes Relating to Provisions of the Charter**

Any dispute between PCS and the charter granting authority (collectively "the parties") shall be resolved in accordance with the following procedure. The term "dispute" means any alleged violation, misinterpretation, or misapplication of a specific provision of this Charter or the MOU between the parties, which does not constitute a severe and imminent threat to the health and safety of pupils. The parties will first attempt to resolve disputes by discussion and agreement between the District Superintendent or designee, a representative of the PCS Governing Board, and the Director within thirty (30) days of any party identifying any such dispute in a written

notice sent to all other parties. If the parties are unable to reach agreement, the dispute will be referred to non-binding mediation before a single neutral mediator. A request for mediation will be in writing and must be served on all other non-requesting parties no later than fourteen (14) calendar days from the date on which the parties last met to discuss the dispute but failed to reach an agreement. A request for mediation will succinctly state the nature of the dispute and the relevant provision(s) of the Charter and/or MOU. The mediator shall be selected by mutual agreement. The mediation shall commence within thirty (30) calendar days from the date of receipt of the request for mediation, unless extended by mutual agreement for the convenience of the parties and/or mediator. The costs of mediation shall be born equally by all of the parties. No party shall commence any litigation or other administrative action in connection with any dispute relating to this Charter or any MOU between the parties without first exhausting this dispute resolution procedure.

#### **XIV. Exclusive Public Employer**

Plumas Charter School will be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act, Section 3540 of the Government Code.

#### **XV. Amendments**

Material revisions to this Charter School Renewal Petition shall be submitted in accordance with Education Code Section 47607.

#### **XVI. Term of the Charter**

The term of this renewal Charter will be five years and may be renewed for subsequent five-year terms by the Board of Trustees for Plumas Unified School District. The renewed term of this Charter shall commence on July 1 following the Board of Trustees' decision to renew the Charter.

#### **XVII. Revoking the Charter**

The Board of Trustees for Plumas Unified School District may revoke the Charter only in accordance with Education Code section 47607.

#### **XVIII. School Closure Protocol**

In the event PCS closes, PCS will document and effect its closure by official action which shall identify the reason for the closure in accordance with the procedures described in the Policy and Procedure for Closing Plumas Charter School.

## **XIX. Additional Considerations**

Details of any business or administrative services, special education services, costs and funding between the District and/or County Office of Education and PCS will be detailed in the MOU(s).

In the event of changes to state law or regulations applicable to charter schools enacted subsequent to granting this Charter renewal, which prove inconsistent with the terms of this Charter, the parties agree to amend this Charter and any applicable MOU provisions to accord with any such changes.

The charter school will serve the needs of disabled pupils by complying with applicable state and federal laws and regulations prohibiting discrimination against, and requiring the provision of a free appropriate public education be provided to, children with disabilities.