



# The Cottonwood School

## Special Board Meeting

### Date and Time

Tuesday September 29, 2020 at 5:00 PM PDT

### Location

<https://zoom.us/j/93590898733>

Meeting ID: 935 9089 8733

+1 669 900 6833

### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>5:00 PM</b>
A. Record Attendance			1 m
B. Call the Meeting to Order			
C. Public Comments	Discuss	Dr. Norman Lorenz	5 m
D. Closed Session - Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of section 54956.9: Two cases	Vote	Dr. Norman Lorenz	25 m
E. Report Out of Closed Session		Dr. Norman Lorenz	1 m
<b>II. Finance</b>			<b>5:32 PM</b>
A. 2019-2020 MOU Payments / Due To Due From	Discuss	Cindy Garcia	2 m
B. Cost of Employee Work Supplies	Vote	Cindy Garcia	5 m
<b>III. Operations</b>			<b>5:39 PM</b>
A. Arbitration Agreement	Vote	Cindy Garcia	5 m
B. Employee mifi Contracts	Vote	Cindy Garcia	5 m
C. Health and Safety Policy for COVID 19	Vote	Jodiann Beeson	5 m
D. 2020-2021 Parent Student / Community Handbooks	Vote	Cindy Garcia	10 m
a. Home Study			
b. Site Based			
<b>IV. Closing Items</b>			<b>6:04 PM</b>
A. Adjourn Meeting	Vote		

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

Note: The Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at 951-290-3013 at least 48 hours before the scheduled board meeting so every reasonable effort can be made to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

# Cover Sheet

## Cost of Employee Work Supplies

**Section:** II. Finance  
**Item:** B. Cost of Employee Work Supplies  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Office Depot Card Supply Purchase - Cottonwood.pdf



## Office Depot Card Supply Purchase

**100.00 per semester Full Time**

**75.00 per semester Part Time**

<b>Cottonwood</b>	<b>Full Time</b>	<b>Part Time</b>	<b>FT Cost:</b>	<b>PT Cost:</b>	<b>TOTAL:</b>
<b>Staff</b>	121	5			
<b>Total per semester</b>			12,100	375	12,475
<b>Totals per school year:</b>			24,200	4,050	24,950

# Cover Sheet

## Arbitration Agreement

**Section:** III. Operations  
**Item:** A. Arbitration Agreement  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Draft Arbitration Agreement (redline) 092820.pdf  
MEM re Arbitration Agreement 092820.pdf

## ARBITRATION AGREEMENT

This ARBITRATION AGREEMENT (“Agreement”) is made by and between The Cottonwood School (“Employer”) and \_\_\_\_\_ (“Employee”). The purpose of this Agreement is to establish final and binding arbitration for all disputes arising out of Employee’s relationship with Employer from the inception of the employment relationship, including, but not limited to, Employee’s employment or the termination of Employee’s employment. Employee and Employer desire to arbitrate their disputes on the terms and conditions set forth below to gain the benefits of a speedy, impartial dispute-resolution procedure, and pursuant to the Federal Arbitration Act (“FAA”). Employee and Employer agree to the following:

1. Claims Covered by the Agreement.

1.1 Employee and Employer both agree to exclusively and finally resolve by binding arbitration **any and all claims or controversies** (“claims”) that Employer may have against Employee or that Employee may have against Employer or against its past, present, or future predecessors, successors, assigns, affiliates, parent and subsidiary companies, joint ventures, pension or benefit plans, administrators, vendors, contractors, and their respective past, present, or future officers, directors, employees, stockholders, representatives, managers, members, partners, partnerships, agents, guests, parents, students, clients, suppliers, vendors, educational advisors, business advisors, financial advisors, attorneys, and accountants, insurers, and indemnitees (collectively, “Employer”), relating to, resulting from, or in any way arising out of this Agreement or the enforcement, interpretation or validity of this Agreement, including the determination of the scope or applicability of this Agreement, any aspect of Employee’s relationship with Employer, any aspect of Employee’s employment relationship with Employer (pre-hire through post-termination), and/or the termination of Employee’s employment relationship with Employer, and/or any act or omission between Employee and Employer to the extent permitted by law. **This Agreement does not cover any claim, cause of action, or actions pursuant to workers’ compensation laws, unemployment insurance benefits with the Employment Development Department, or the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code §§ 2699 et seq., or any other dispute if an agreement to arbitrate such a dispute is prohibited by law** Further, nothing in this ~~agreement~~Agreement precludes Employee from pursuing any administrative agency claims, including, but not limited to, claims with the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the Division of Labor Standards Enforcement, the Department of Labor, and/or the ~~National Labor~~California Public Employment Relations Board.

1.2 The scope of this Agreement is intended to be broad and comprehensive and includes, without limitation, claims for wages or other compensation, including reimbursements, due; claims for penalties or premiums; claims for violations of the California Labor Code (unless pursuant to PAGA); claims for breach of any contract or covenant (express or implied); tort claims (including, but not limited to, those relating to performance or reputation); claims for discrimination, harassment, and/or retaliation (including, but not limited to, race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations); claims for violation of any leaves of absence or accommodations laws; claims for wrongful termination or whistleblowing; claims for benefits (except where an employee benefit or pension plan specifies that its claims procedure shall culminate in an arbitration procedure different from this one); claims for violation of trade secret, proprietary, or confidential information laws; claims for unfair business practices; claims for invasion of privacy; and claims for violation of any public policy, federal, state, or other governmental law, statute, regulation, or ordinance.

2. Arbitration Procedures.

2.1 Required Notice of Claims and Statute of Limitations. Employee may initiate arbitration by serving or mailing a written notice to the Executive Director of Employer at Employer’s principal place of business. Employer may initiate arbitration by serving or mailing a written notice to Employee at the last address recorded in Employee’s personnel file. The written notice must specify with reasonable particularity the claims asserted against the other party. Notice of any claim sought to be arbitrated must be served within the limitations period established by applicable federal or state law. After demand for arbitration has been made by serving written notice, the party demanding arbitration shall file a demand for arbitration with the Office of JAMS located within 50 miles of (i) the last address recorded in Employee’s personnel file or (ii) the JAMS closest to the last Employer worksite with which Employee most regularly communicated, whichever is closer. The location of the arbitration is determined in accordance with Section 2.8. Applicable law is determined in accordance with Section 2.6.

2.2 Selection of Arbitration and Applicable Rules. The arbitrator shall be selected within sixty (60) days of the party initiating arbitration under Section 2.1 from the panel of JAMS and the arbitration shall be conducted pursuant to JAMS policies and procedures. Except as provided herein, all rules governing the arbitration shall be the then-applicable rules set forth by JAMS. If the dispute is employment-related, the dispute shall be governed by JAMS’s then-current version of the national rules for the resolution of employment disputes, with the exception that discovery and motions for summary judgment will be governed by Sections 2.3 and 2.4 of this Agreement. JAMS’s then-applicable rules governing the arbitration may be obtained from JAMS’s website, which currently is [www.jamsadr.com](http://www.jamsadr.com).

2.3 Discovery and Motions. The parties shall be entitled to engage in all types of discovery (e.g., depositions, interrogatories, request for production of documents, etc.) regarding and relevant to the subject matter of the dispute submitted to arbitration pursuant to the Federal Rules of Civil Procedure (“FRCP”), including but not limited to, FRCP 26. A copy of the FRCP may be obtained from the website of the United States Courts, which is currently <http://www.uscourts.gov/rules-policies/current-rules-practice-procedure/federal-rules-civil-procedure>. The arbitrator is authorized to rule on discovery motions brought under the FRCP. All discovery must be completed no later than twenty (20) days prior to the date set for the arbitration hearing; provided, however, that no discovery may be initiated until after the dispute has been formally submitted to arbitration and an arbitrator has been mutually agreed-upon.

2.4 Dispositive Motions. Either party may file a motion for summary judgment with the arbitrator in accordance with Rule 56 of the FRCP.

2.5 Offers Of ~~Judgement~~Judgment. Either party may serve an offer of judgment consistent with the FRCP.

2.6 Applicable Law and Arbitrator Authority. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. **The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable.**

\_\_\_\_\_ **(Employee’s Initials Acknowledging Arbitrator’s Exclusive Authority)**

2.7 Arbitration Decision. The arbitrator’s decision will be final and binding. The arbitrator shall issue a written arbitration decision revealing the essential findings and conclusions upon which the decision and/or award is based within ~~thirty (30)~~ calendar days after the hearing’s completion. A party’s right to appeal the decision is limited to grounds provided under applicable federal or state law.

2.8 Place of Arbitration. The arbitration shall take place at a mutually convenient location (preference shall be provided to a JAMS office) that must be within ~~fifty (50)~~ miles of Employee’s last known

address with Employer. If the parties cannot agree upon a location, or if a JAMS office is not within fifty (50) miles of Employee’s last known address with Employer, then the arbitration shall be held at the JAMS office closest to the last Employer worksite with which Employee most regularly communicated. If Employee worked remotely, then the arbitration shall be held at the JAMS office closest to Employer’s worksite where Employee was “assigned,” even though Employee did not physically work at the worksite.

3. Application for Emergency Injunctive and/or Other Equitable Relief. Claims by Employer or Employee for emergency injunctive and/or other equitable relief relating to unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information shall be submitted to JAMS for emergency treatment. The parties agree that the JAMS administrator may select a neutral hearing officer (subject to conflicts) to hear the emergency request only. The hearing officer should be experienced in considering requests for emergency injunctive and/or other equitable relief. The hearing officer shall conform his/her consideration and ruling with the applicable legal standards as if this matter were heard in a court of law in the applicable jurisdiction for such a dispute.

4. Severability. Should any portion of this Agreement be found unenforceable, such portion will be severed from this Agreement, and the remaining portions shall continue to be enforceable.

5. Effective Date. This Agreement is retroactively effective to the date that Employee’s employment with Employer initially began. This Agreement to arbitrate shall survive the termination of Employee’s employment.

6. Construction. This Agreement shall be construed and enforced pursuant to the FAA. The Arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. Any disputes regarding the enforceability or validity of this Agreement or any of its provisions shall be resolved as if the arbitrator or other decision-maker, if any, is acting as a federal district court judge applying the FAA and its precedent.

\_\_\_\_\_ **(Employee’s Initials Acknowledging the FAA)**

7. Consideration. For employees who are currently employed, Employer’s offer to make Employee eligible for promotions, raises, bonuses, gifts and prizes in the future, and the promises by Employer and Employee to arbitrate differences, rather than litigate them before courts or other bodies, provide consideration for each other to enter into this Agreement. For newly hired employees, Employer and Employee agree that in addition to the above consideration, Employer’s offer of employment (at-will or otherwise) provides adequate consideration for each other to enter into this Agreement.

8. Signatures. A facsimile, scanned, copy, digital, or photographic signature shall have the same force and effect as an original signature.

9. Representation, Fees, and Costs. Each party may be represented by an attorney or other representative selected by the party. Each party shall be responsible for its own attorneys’ or representative’s fees. However, if any party prevails on a statutory claim that affords the prevailing party’s attorneys’ fees, or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing party subject to written evidence of such fees and applicable law. Employer shall be responsible for the arbitrator’s fees and costs to the extent they exceed any fee or cost that Employee would be required to bear if the action were brought in court.

10. Waiver of Jury Trial/Exclusive Remedy. **EMPLOYEE AND EMPLOYER KNOWINGLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL RIGHT TO HAVE ANY DISPUTE BETWEEN THEM DECIDED BY A COURT OF LAW AND/OR BY A JURY IN COURT.**



\_\_\_\_\_ (Employee’s Initials Acknowledging Waiver of Jury Trial)

11. **Waiver of Representative/Class Action Proceedings.** EMPLOYEE AND EMPLOYER KNOWINGLY AND VOLUNTARILY AGREE TO BRING ANY CLAIMS GOVERNED BY THIS AGREEMENT IN HIS/HER/ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER OR REPRESENTATIVE IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. THEY FURTHER AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN ANY REPRESENTATIVE OR CLASS ACTION PROCEEDING RELATED TO ANY CLAIMS GOVERNED BY THIS AGREEMENT. EMPLOYER AND EMPLOYEE ALSO AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS ACTION PROCEEDING, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIVE ACTION UNDER CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTIONS 17200 *ET SEQ.* FOR PURPOSES OF THIS AGREEMENT, THE TERM “REPRESENTATIVE” USED IN THIS SECTION SPECIFICALLY *EXCLUDES* ANY CLAIMS, CAUSES OF ACTION, OR ACTIONS BROUGHT UNDER PAGA (“PAGA CLAIMS”). ACCORDINGLY, ANY PAGA CLAIMS MUST BE PURSUED IN THE APPROPRIATE COURT OF LAW, UNLESS PROHIBITED BY LAW. HOWEVER, IF EITHER EMPLOYEE OR EMPLOYER HAVE OTHER CLAIMS OR ACTIONS AGAINST EACH OTHER COVERED BY THIS AGREEMENT, THEN THEY AGREE THAT THOSE NON-PAGA CLAIMS MUST FIRST BE PURSUED IN ARBITRATION, REGARDLESS OF WHICH CLAIMS OR ACTIONS WERE FILED FIRST. THE PENDING COURT PAGA ACTION SHALL BE STAYED PENDING FULL AND FINAL RESOLUTION OF THE ARBITRATION PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.2 AND RELATED LAW.

\_\_\_\_\_ (Employee’s Initials Acknowledging Waiver of Representative/Class Action)

12. **Sole and Entire Agreement.** This Agreement expresses the entire Agreement of the parties and shall supersede any and all other agreements, oral or written, concerning arbitration. This Agreement is not, and shall not be construed to create, any contract of employment, express or implied.

13. **Acknowledgment.** Employee acknowledges that Employee has carefully read this Agreement, understands its terms, and agrees that all understandings and agreements between Employer and Employee relating to the subjects covered in the Agreement are contained in it. Employee has knowingly entered into the Agreement without reliance on any provisions or representations by Employer, other than those contained in this Agreement. Employee further acknowledges that Employee has been given the opportunity to discuss this Agreement with Employee’s private legal counsel and Employee has utilized that opportunity to the extent desired.

Dated: \_\_\_\_\_  
Employee Signature

Dated: \_\_\_\_\_  
Employee Printed Name

Dated: \_\_\_\_\_  
Employer’s Signature

Dated: \_\_\_\_\_  
Employer Representative’s Printed Name  
Employer Representative’s Title  
Employer School Name

# MEMORANDUM

**TO:** All current and newly hired employees

**FROM:** Cindy Garcia, Interim Executive Director  
The Cottonwood School

**DATE:** September \_\_\_\_, 2020

**RE:** Arbitration Process and Agreement

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The Cottonwood School (the “School”) has an open door policy and strongly encourages its employees to communicate any issues or concerns regarding their employment directly to management. While the School is committed to working with employees to resolve all disputes, if any dispute is not resolved, you may request that your complaint be heard in an outside process called arbitration. Arbitration agreements are a common practice between employees and employers to help solve employee relationship issues that cannot be resolved internally. The School believes that arbitration is an efficient way to impartially resolve employment relationship issues. To that end, the School is requiring you to sign this memorandum and the enclosed Arbitration Agreement that outlines the terms and conditions of this process.

Below are answers to some frequently asked questions about arbitration.

## **What is arbitration?**

Arbitration is a private forum where parties can resolve disputes over legal claims. A neutral party called an arbitrator presides over the arbitration. There is no jury. This is different from court where the forum is public, a judge presides over the proceeding, and a jury determines a verdict.

## **What is an arbitrator?**

An arbitrator is normally a retired judge or practicing attorney who has many years of experience in resolving issues between companies-employers and their employees. The arbitrator will be selected and agreed upon by both you and the School in accordance with arbitration rules/procedures. The decision made by the arbitrator will be final and binding on both you and the School.

## **Will arbitration cost me anything?**

In accordance with applicable law and arbitration rules/procedures, other than the administrative fee (if any) that may be charged, **the School is solely responsible for the expense of the arbitrator** and any associated fees other than court reporter’s fees (if any). Just like in court, you will be responsible for your own legal fees (including expert costs), as well as court reporter’s fees. However, if you prevail on a statutory claim that affords the prevailing party’s attorneys’ fees, the arbitrator may award reasonable fees to you.

## **What types of claims are permitted in the arbitration process?**

By agreeing to arbitration, you can pursue all individual claims under California, federal, or otherwise applicable laws that you could assert in court. However, you will be barred from participating in or pursuing any collective, class or representative actions related to your employment with the School, except for those representative actions brought pursuant to the California Private Attorneys General Act

of 2004 (“PAGA”). You will still pursue workers’ compensation claims and unemployment insurance benefits in the same manner (i.e., there are no changes to that process).

**What if I have more questions?**

If you have any questions about the arbitration process or agreement, you should contact ~~the Executive Director of the School~~me. The School is more than willing to answer any questions or provide information to you.

***Acknowledgment of Receipt of Above Memorandum Regarding Arbitration Process and Agreement***

I acknowledge that I have received, read, and understand the above memorandum regarding the arbitration process and agreement. I have been given the opportunity to ask questions about the arbitration process and agreement and acknowledge that the School has provided me with various materials explaining both.

**I understand that my continued employment with the School constitutes acceptance of the terms of this memorandum and the Arbitration Agreement. I further understand that my employment will be governed by this memorandum and the Arbitration Agreement, regardless of whether I have signed this memorandum or the Arbitration Agreement. As such, I understand that the following shall apply to my employment:**

- Both the School and I hereby expressly waive the right to pursue all employment-related disputes and claims in any other forum, except for those brought pursuant to PAGA.
- Arbitration is the exclusive method and remedy of resolving all employment-related disputes and claims relating to, arising out of or in connection with my employment with the School, the termination of such employment, or any of the terms, conditions, or benefits of my employment, except for those PAGA claims, workers’ compensation claims, and claims for unemployment insurance benefits not covered by the Arbitration Agreement.
- I will be required to arbitrate any claims that arose from the date that my employment began.
- The arbitrator will have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of the Arbitration Agreement.
- Arbitration is binding and final.
- I expressly waive any right to a jury trial of any dispute(s) covered by the Arbitration Agreement.
- I am barred from pursuing or participating in any collective, class or representative actions arising out of my employment with the School, except for those brought pursuant to PAGA.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Employee’s Printed Name

**Enclosures: Arbitration Agreement**

# Cover Sheet

## Employee mifi Contracts

**Section:** III. Operations  
**Item:** B. Employee mifi Contracts  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** The Cottonwood School EmpowerED 12 Month Quote.pdf  
The Cottonwood School Quote# TCS-03105 09.25.2020 (1).pdf



# Proposal

Date 9/17/2020

To: Cindy Garcia

Agency: The Cottonwood School  
7006 Rossmore Lane, El Dorado Hills, CA 95672  
(530) 285-2578

From: Lindsay Harrison  
Government Account Manager  
T-Mobile  
1755 Creekside Oaks Dr., Suite 190  
Sacramento, CA. 95833

Mobile #: 916-869-5530  
Email: [lindsay.harrison1@t-mobile.com](mailto:lindsay.harrison1@t-mobile.com)

**Equipment and Service Quote**  
EmpowerED 12 Month Program  
NASPO Contract # 7-11-70-18

**EQUIPMENT**

Quantity	Item	SRP Suggested Retail Price	Cost Each	Tax Each	Extended Equipment Price
125	<b>Franklin T9 Hot Spots</b> EmpowerED 12 month Program	\$84.00	\$0.00	\$0.00	\$0.00

Total one time cost \$0.00

**SERVICE**

Quantity	Rate Plan	Monthly Cost Each (Discount Included)	Extended Monthly Cost
125	<b>T-Mobile Unlimited Data EmpowerED Plan</b> EmpowerED 12 month Program	\$20.00	\$100.00

Monthly Service Total \$2,500.00

Annual Service Total \$30,000.00

Average Monthly Cost per Student \$20.00

Seasonal suspend available for up to 90 days per year at no cost



Quote

The Cottonwood School

Inspire Charter Services

1151 W 5th Street, Suite  
 Azusa, CA 91702  
 Ph: 626-317-0112  
 Email: [tech-invoicing@inspireschools.org](mailto:tech-invoicing@inspireschools.org)

Date: 09/25/2020  
 Quote Number: TCS-03105  
 Category: Student

**Inspire Dept:** IT Department  
**Ship To:** 1151 W 5th Street  
 Azusa, CA 91702  
  
**Bill To:** Accounts Payable  
 The Cottonwood School  
 7006 Rossmore Lane,  
 El Dorado Hills, CA 95762  
  
**Contact:** Cindy Garcia  
**Phone:** 916-580-5111  
**Email:** [cindy.garcia@cottonwood.school](mailto:cindy.garcia@cottonwood.school)

**Vendor Name:** Inspire Charter Services  
**Address:** 1151 W 5th Street  
 Azusa, CA 91702  
  
**VendorContact:** Yaser Muhsen  
**Phone:** 626-433-8094  
**Email:** [yaser@inspireschools.org](mailto:yaser@inspireschools.org)

ITEM ID	QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
ORB400LBVZRT	15	Verizon Device- Orbic	\$29.99	\$449.85
				\$0.00
				\$0.00
				\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
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			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			<b>Subtotal</b>	\$449.85
<b>Please Note: HP, Inc. has a zero returns policy on custom build PCs. Ink and toner are also considered non-returnable</b>			<b>Shipping</b>	\$ -
T&C Google will present the Google TOS upon each Customer first log in to the Services. Customer must accept the Google TOS prior to				
using the services. Google Chrome TOS: <a href="https://www.google.com/chrome/terms/chrome-device-management/index.html">https://www.google.com/chrome/terms/chrome-device-management/index.html</a>				
<b>Internal Ref#:</b> 84356 MOBILE BROADBAND UNLIMITED \$37.99			<b>Est. Sales Tax</b>	\$ 123.00
			<b>Total</b>	\$ 572.85

Authorized by:  
 Inspire Charter Services: 1151 W 5th Street, Suite 200 Azusa, CA 91702  
 Email Invoices To: [tech-invoicing@inspireschools.org](mailto:tech-invoicing@inspireschools.org)

Note: There is a monthly re-occurring charge that takes place when these hot spots are activated. The monthly charge is \$37.99 a month and it can be frozen 6 months out of the year.

# Cover Sheet

## Health and Safety Policy for COVID 19

**Section:** III. Operations  
**Item:** C. Health and Safety Policy for COVID 19  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** TCS Health and Safety Policy For COVID-19.pdf

# The Cottonwood High School

A Montessori-Inspired Community

## HEALTH AND SAFETY POLICY FOR COVID-19

It is the policy of the Cottonwood School (“Charter School”) to take all reasonable measures to prevent the spread of the novel coronavirus disease (“COVID-19”) among students and staff. In accordance with this policy, the Charter School is temporarily implementing health and safety measures to mitigate the spread of COVID-19, to be used when the Charter School is allowed to resume in-person instruction. This policy recognizes that these measures are each designed to provide some protection against COVID-19. While there may be times when one measure may not be feasible, implementing the other measures can make up for the absence of another. This Policy includes both mandatory measures (using terms “shall” or “will”) as well as recommended measures intended to guide decisions in light of practical limitations.

This Policy is based on guidance provided by the Centers for Disease Control (“CDC”), the California Department of Education (“CDE”), the California Department of Public Health (“CDPH”), and several county public health officials. The Governor and each county public health official is vested with the authority to impose health and safety standards, which may vary by locality in response to different local conditions. The Charter School will, as necessary, consult with their county health officer, or designated staff, who are best positioned to monitor and provide advice on local conditions to individually determine whether more or less stringent measures are necessary to align with the applicable public health order.

This Policy constitutes the COVID-19 Infection Control Plan for each Charter School worksite. Prior to resuming in-person instruction, the Principal shall perform a comprehensive risk assessment of all work areas and work tasks in accordance with guidance from CDPH and this Policy. The following staff member(s) is (are) responsible for implementing this Policy at each campus:

The Cottonwood School	Jodiann Beeson	(530) 285-2578
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The Charter School offers distance learning as an alternative to in-person instruction. Distance learning will also remain available for students who are medically fragile or would be put at risk by an in-person instructional model once in-person instruction resumes. For example, students with a health condition, students with family members with a health condition, students who cohabitate or regularly interact with high-risk individuals, or individuals, or are otherwise identified as “at-risk” by the parents or guardians are students whose circumstances otherwise merit distance learning.

### **1. Limited campus access:**

- The Charter School will allow only necessary visitors and volunteers on the Charter School campus and limit the number of students and staff with whom they come into contact.



- The Charter School will exclude from the campus any employee, student, parent, caregiver or visitor who refuses to take or does not pass a Wellness and Temperature Screening.
- Students excluded from campus on the basis of an elevated temperature or other COVID-19 related symptoms shall be provided with distance learning opportunities to support their academic success to the greatest extent possible during exclusion.
- Students and employees who are well but who have a household member that has been diagnosed with COVID-19 are directed to notify their teacher or the principal, respectively, and the Charter School will work with them to ensure that CDC-recommended precautions are followed.
- If allowed on campus, any community groups and other third-party users of campus facilities shall be subject to applicable health and safety plans and restrictions.
- Health and safety standards and procedures shall be applied equally to all users of a public school campus that is subject to a co-location arrangement.
- The Charter School will minimize close contact between students, staff, families, and the broader community at arrival and departure through one or more of the following methods:
  - Designate routes for entry and exit, using as many entrances and exits as can be supervised appropriately to decrease crowding at entry and exit points.
  - Instruct drivers to remain in their vehicles, to the extent possible, when dropping off or picking up students. When in-person drop-off or pick-up is needed, only a single parent or caregiver should enter the facility to pick up or drop off the child.
  - Require adults entering campus for in-person pick-up or drop-off to wear a face covering.
  - Provide supervision to disperse student gatherings during school arrival and departure.
  - Minimize contact at school between students, staff, families and the community at the beginning and end of the school day. The Charter School will prioritize minimizing contact between adults at all times.
  - Stagger arrival and drop off-times and locations as consistently as practicable as to minimize scheduling challenges for families.
  - Designate routes for entry and exit, using as many entrances as feasible.
  - Implement health screenings of students and staff upon arrival at school (see Section 2).

## 2. Wellness Checks and Temperature Screenings:

- *COVID-19 Symptoms.* Currently, the CDC has identified the following as potential symptoms of COVID-19:
  - Fever or chills
  - Cough
  - Shortness of breath or difficulty breathing
  - Fatigue
  - Muscle or body aches
  - Headache
  - New loss of taste or smell
  - Sore throat
  - Congestion or runny nose
  - Nausea or vomiting
  - Diarrhea
- In-person wellness checks administered under this Policy shall:
  - Confirm that the subject has not experienced COVID-19 symptoms in the prior 24 hours

or potentially been exposed to COVID-19, by soliciting the following information:

- Have you had any one or more of these symptoms today or within the past 24 hours? Are these symptoms new or not explained by another reason?
        - Fever or chills
        - Cough
        - Shortness of breath or difficulty breathing
        - Fatigue
        - Muscle or body aches
        - Headache
        - New loss of taste or smell
        - Sore throat
        - Congestion or runny nose
        - Nausea or vomiting
        - Diarrhea
      - Do you live in the same household with, or have you had close contact with, someone who in the past 14 days has been in isolation for COVID-19 or had a test confirming they have the virus? Close contact means being within six feet of someone, unmasked, for more than 15 minutes at one time.
        - Be conducted safely and respectfully, and in a manner that maintains physical distancing within lines, by providing multiple screening entries into the campus if possible.
- In-person wellness checks do not need to be performed by a nurse or other health professional.
- *Home Screening (Students)*. Parents shall be instructed to screen their student before leaving the house for school. Before leaving the house, a parent should confirm that the student has a temperature below 100.4 degrees Fahrenheit and does not exhibit any other COVID-19 symptoms.
  - Any student who has a fever or other COVID-19 symptoms must stay home from school for at least 10 days after the onset of symptoms, or such period as required by local health order or directive.
- *Home Screening (Staff)*. All employees who report to work (in-person) are required to perform a self-administered wellness check for COVID-19 symptoms before leaving home for work. Active symptom screening shall be conducted at the worksite if required by local order.
  - Any employee who has a fever of 100.4 degrees Fahrenheit or higher and/or any of the COVID symptoms is directed to remain home, notify his or her supervisor and await instructions.
  - If symptoms are secondary to an underlying condition (i.e., allergies or asthma) and have not worsened, then the employee can report to work and follow hygiene practices.
- *Campus Screening (Students)*. Staff shall actively monitor students for COVID-19 symptoms when the student enters the school site, which shall include a visual wellness check and a temperature check (confirming temperature below 100.4 degrees Fahrenheit) using a no-touch thermometer, to the extent feasible.
  - Complete an in-person wellness check for signs and symptoms of COVID-19.
    - If student answers “no” to all questions and appears well, student will be allowed to proceed onto campus
    - If the student answers “yes” to any question or upon visual check, and the screener feels the student may be exhibiting signs and symptoms of illness, the student’s temperature should be taken, preferably using a touchless infrared thermometer.

- If the student's temperature is 100.4 or above or they have verbally confirmed symptoms, have them don a surgical facemask and go to the isolation area; have office staff contact the parent to pick up the student.
- *Campus Screening (Visitors)*. Each visitor to the school site shall be screened for COVID-19 symptoms before entering the school site.
  - The staff member who greets the visitor at the entrance shall administer an in-person wellness check prior to escorting the visitor to his or her destination:
    - If the visitor answers "no" to all questions, he or she may enter the school.
    - If the visitor answers "yes" to any of the questions, he or she may not enter the school.
- To prevent stigma and discrimination in the school setting, student and employee health screenings should be kept as private as possible to maintain the confidentiality of student and employee medical and student records. Race, nationality, country of origin and other protected characteristics should never be used as a basis for particularized health screening.
- Consult the local county health order to determine whether temperature checks are required.
- To the extent feasible and when required, a no-touch thermometer should be used for temperature checks if possible.
  - If a thermometer requiring a touch method (under the tongue or arm, forehead, etc.) is the only type available, it should only be used when a fever is suspected and caution is taken by temperature screeners such as gloves, eye protection, and mask.
  - Thermometers must be properly cleaned and disinfected after each use.
- The Charter School will not penalize students and families for missing in-person instruction due to COVID-19.

### 3. COVID-19 testing and reporting:

- Consistent with CDPH Guidance, the Charter School will implement surveillance testing of staff as directed by the El Dorado County Department of Public Health ("EDC DPH") and the following standards.
  - Surveillance testing is either 1) in response to an outbreak at a school site, and/or 2) on a staff-wide basis when instructed by EDC DPH based upon local disease trends.
    - In response to an outbreak, only one (1) test per symptomatic person or close contact is required. A repeat test may be necessary if the initial test is positive or if symptoms later develop.
    - For staff-wide testing, all staff shall be tested, other than any staff who only work remotely and have no contact with students or other staff. However, the ability to test all staff may not be possible if laboratory capacity is limited (see below).
    - The goal of staff-wide testing is to test 100% of staff within two (2) months. This could be implemented as 50% one month and 50% the next month, or 25% every two (2) weeks.
    - If EDC DPH orders ongoing staff-wide testing, then repeated testing must be continued every two (2) months as directed by EDC DPH.
  - The Charter School can cause tests to be provided at any one of its campuses, or have staff get tested at any local testing site or by their health insurance provider, which must cover the cost.

- If County-provided testing is not available, then private labs and health insurance providers may be used, and the cost of testing must be covered by the health insurance provider under an emergency state regulation.
- The Charter School's liaison must be made aware of the staff test results and report those results to EDC DPH.
  - Staff cannot refuse to take a test or to report the test results to the Charter School. Both the testing and the reporting are required under the local health order. The Charter School cannot otherwise require employees to disclose medical information.
  - The Charter School cannot retaliate against an employee for disclosure of a positive test, diagnosis or order to self-quarantine or isolate. Any employee who believes that the Charter School has violated this policy may file a complaint under the Charter School's Uniform Complaint Procedures.
  - The Charter School must maintain confidentiality of test results, other than reporting the results to EDC DPH. All medical information about any employee must be stored separately from the employee's personnel file in order to limit access to this confidential information. The Charter School must have a separate confidential medical file for each employee where the Charter School stores employee medical information. Medical information includes COVID-19 test results, an employee's statement via any symptom screening that they have symptoms or COVID-19, medical certifications showing an employee needs time off due to COVID-19, etc.
- Students and family members are strongly encouraged to be tested for COVID-19 before returning to the school facility and monthly while receiving in-person instruction.
- In the event of a positive test result of a student or family member:
  - The Charter School requires that parents/guardians notify school administration immediately if the student tested positive for COVID-19 or if one of their household members or non-household close contacts tested positive for COVID-19.
  - Upon receiving notification that staff or a student has tested positive for COVID-19 or been in close contact with a COVID-19 case, the Charter School will take actions as required in Section 4 below.
- Follow the process set forth in Section 4 upon receipt of test results.

#### 4. Response to suspected or confirmed cases and close contacts:

- In the event of notice of potential exposure,<sup>1</sup> the Charter School will take the following actions within one (1) business day of the notice of potential exposure:
  - Provide a written notice to all employees who were on the premises in the same worksite<sup>2</sup> as the qualifying individual<sup>3</sup> within the infectious period<sup>4</sup> that they may have been exposed to COVID-19.<sup>5</sup>
  - Provide a written notice to the exclusive representative, if any, of the above employees.<sup>6</sup>
  - Provide all employees who may have been exposed and the exclusive representative, if any, with information regarding COVID-19-related benefits to which employees may be entitled under applicable federal, state, or local laws.
    - Information regarding COVID-19-related benefits includes, but is not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, Charter School sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as antiretaliation and antidiscrimination protections applicable to employees.
  - Notify all employees, and the employers of subcontracted employees and the exclusive representative, if any, on the disinfection and safety plan that the Charter School plans to implement and complete per the guidelines of the CDC.
  
- Records of the above notices shall be retained for a minimum of three (3) years.

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<sup>1</sup> Notice of potential exposure means any of the following: (a) notification from a public health official or licensed medical provider that an employee was exposed to a qualifying individual at the worksite; (b) notification from an employee, or their emergency contact, that the employee is a qualifying individual; (c) notification through the Charter School's testing protocol that the employee is a qualifying individual; or (d) notification from a subcontracted employer that a qualifying individual was on the schoolsite. (Labor Code § 6409.6, subd. (d)(3).)

<sup>2</sup> The "worksite" does not include buildings, or floors within multistory buildings, that a qualifying individual did not enter. If the Charter School operates multiple worksites, the Charter School must only notify employees who worked at the same worksite as the qualified individual. (Labor Code § 6409.6, subd. (d)(5).)

<sup>3</sup> A "qualifying individual" means (a) a laboratory-confirmed case of COVID-19, as defined by the State Department of Public Health; (b) a positive COVID-19 diagnosis from a licensed health care provider; (c) a COVID-19-related order to isolate provided by a public health official; (d) an individual who has died due to COVID-19, in the determination of a county public health department or per inclusion in the COVID-19 statistics of a county. (Labor Code § 6409.6, subd. (d)(4).)

<sup>4</sup> The "infectious period" means the time a COVID-19-positive individual is infectious, as defined by the State Department of Public Health. (Labor Code § 6409.6, subd. (d)(2).)

<sup>5</sup> Written notice will be provided in the same manner that the Charter School ordinarily uses to communicate employment-related information. Written notice may include, but is not limited to, personal service, email, or text message if it can reasonably be anticipated to be received by the employee within one (1) business day of sending and shall be in both English and the language understood by the majority of the employees.

<sup>6</sup> Written notice to the exclusive representative must contain the same information as required in an incident report in a Cal/OSHA Form 300 injury and illness log unless the information is inapplicable or unknown to the Charter School. This requirement does not apply if the Charter School's employees do not have an exclusive representative.



- In the event of a suspected COVID-19 case(s) on campus:
  - The Charter School will identify isolation rooms and/or outdoor areas to separate anyone who exhibits COVID-19 symptoms.
  - Any students or staff exhibiting symptoms should immediately be required to wear a face covering and wait in a separate isolation area until they can be transported home or to a healthcare facility, as soon as practicable. For serious illness, call 9-1-1 without delay.
  
- In the event of one or more confirmed COVID-19 case(s), in addition to the steps required in response to a notice of potential exposure, the Charter School will follow the CDPH Framework for Reopening K-12 Schools, including implementation of the following practices:
  - Notify the El Dorado County Department of Public Health immediately by calling (530) 621-6100
  - Notify all staff and families in the school community of any positive COVID-19 case while maintaining confidentiality as required by state and federal laws.
  - Close off areas used by any sick person and do not use before cleaning and disinfection. Follow cleaning and ventilation procedures in Section 6 and 7.
  - Investigate the COVID-19 illness and exposures and determine if any work-related factors could have contributed to risk of infection.
  - Update protocols as needed to prevent further cases in accordance with CDPH Guidelines (“Responding to COVID-19 in the Workplace”).
  - Implement communication plans for exposure at school and potential school closures to include outreach to students, parents, teachers, staff and the community.
  - Include information for staff regarding labor laws, information regarding Disability Insurance, Paid Family Leave and Unemployment Insurance, as applicable to schools.
  - Develop a plan for continuity of education. Consider in that plan how to also continue nutrition and other services provided in the regular school setting to establish alternate mechanisms for these services to continue.
  - Maintain regular communications with the local public health department.
  - Where stable classroom cohorts have been maintained: All students and staff should be instructed to get COVID-19 testing and remain quarantined at home for 14 days.
  - Where stable classroom cohorts have not been maintained: Utilize class seating rosters and consultation with teachers/staff to identify close contacts to the confirmed COVID-19 case in all classrooms and on-campus activities.  
 A “close contact”<sup>7</sup> is someone who has been within six feet of the person who tested positive for a prolonged period of time (at least 15 minutes) regardless of face covering use, or someone who had direct physical contact or shared eating or drinking utensils with that person, or if that person sneezed, coughed, or somehow got respiratory droplets on you.  
 Close contacts should be instructed to get COVID-19 testing and should remain quarantined at home for 14 days.
  - For all settings: Provide information regarding close contacts to the county public health department via secure fax or email.

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<sup>7</sup>A close contact also includes a situation in which a person provided care at home to someone who is sick with COVID-19.

- In the event of an outbreak, as defined by CDPH, at the school site:
  - Within forty-eight (48) hours, the Principal or designee shall notify EDC DPH of the names, number, occupation, and worksite of employees who meet the definition of a qualifying individual.<sup>8</sup> The Principal shall also report the address and North American Industry Classification System (“NAICS”) code of the worksite where the qualifying individuals work.<sup>9</sup> Additional notice will be provided of any subsequent laboratory-confirmed cases of COVID-19 at the worksite.
  - In accordance with state guidance regarding closing schools in response to confirmed cases,<sup>10</sup> and in consultation with the local public health department, the appropriate school official may decide whether school closure versus cleaning and quarantine of exposed persons or other intervention is warranted, including the length of time necessary, based on the number of cases at the school and the risk level within the specific community as determined by the local public health officer.
  - If the school site must be closed for in-person instruction, develop a contingency plan for continuity of education using distance learning. Consistent with the Charter School’s adopted Distance Learning Policy and Procedures, distance learning shall include all of the following:
    - Confirmation or provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work;
    - Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction;
    - Academic and other supports designed to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with exceptional needs, students in foster care or experiencing homelessness, and students requiring mental health supports;
    - Special education, related services, and any other services required by a student’s individualized education program, with accommodations necessary to ensure that individualized education program can be executed in a distance learning environment;
    - Designated and integrated instruction in English language development for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning;
    - Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness in the form of internet or telephonic communication, or by other means permissible under public health orders; and

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<sup>8</sup> A “qualifying individual” means (a) a laboratory-confirmed case of COVID-19, as defined by the State Department of Public Health; (b) a positive COVID-19 diagnosis from a licensed health care provider; (c) a COVID-19-related order to isolate provided by a public health official; (d) an individual who has died due to COVID-19, in the determination of a county public health department or per inclusion in the COVID-19 statistics of a county. (Labor Code § 6409.6, subd. (d)(4).)

<sup>9</sup> The NAICS Code for a K-12 school is 611110.

<sup>10</sup> California Department of Public Health: COVID-19 and Reopening In-Person Learning Framework for K-12 Schools in California, 2020-2021 School Year (July 17, 2020).

- Continuing to provide school meals.
  - Provide guidance to parents, teachers and staff reminding them of the importance of community physical distancing measures while a school is closed, including discouraging students or staff from gathering elsewhere.
- Close contacts to confirmed COVID-19 case(s):
  - Close contacts (household or non-household) of confirmed COVID-19 cases should be sent home immediately, instructed to get COVID-19 testing immediately and ten (10) days after their last day of exposure to the case. Even if they test negative, they should remain in quarantine for a full 14 days after (1) date of last exposure to COVID-19 positive non-household contact or (2) date that COVID-19 positive household member completes their isolation.
  - No actions need to be taken for persons who have not had direct contact with a confirmed COVID-19 case, and instead have had close contact with persons who were in direct contact.
  - Those who test positive should not return until they have met county health department criteria to discontinue home isolation.
- Returning to school after home isolation:
  - Symptomatic individuals who test either positive or negative for COVID-19 can return ten (10) days after onset of symptoms, and at least twenty-four (24) hours have passed since last fever without the use of fever-reducing medications, and symptoms (cough, shortness of breath, etc.) have improved.
  - Asymptomatic individuals who test positive for COVID-19 can return ten (10) days after their first positive test. If they develop symptoms, the requirements for symptomatic individuals outlined above apply.
  - Asymptomatic individuals who never had symptoms but were tested due to close contact with a laboratory-confirmed case patient, and who tested negative, can return no earlier than fourteen (14) days after the last known close contact with the case patient.
  - Close contacts to confirmed COVID-19 cases at home or outside school can return no earlier than fourteen (14) days after 1) the date of last exposure to COVID-19 positive non-household contact, or 2) the date that COVID-19 positive household member completes their isolation.

## 5. Sanitizing/hygiene materials and practices:

- The Charter School will develop routines to ensure that students and staff wash or sanitize hands frequently, including upon arrival to campus, after using the restroom, after playing outside and returning to the classroom, before and after eating, and after coughing or sneezing.
- Sanitation routines will enable students and staff to regularly wash their hands at staggered intervals.
- Staff will teach and reinforce proper handwashing technique, avoiding contact with one's eyes, nose, and mouth, using a tissue to wipe the nose, and covering coughs and sneezes.



- The Charter School shall make soap, tissues, no-touch trashcans, face coverings, water and paper towels or dryers for hand washing available. Students and staff should wash their hands for 20 seconds with soap, rubbing thoroughly after application. Soap products marketed as “antimicrobial” are not necessary or recommended.
- If soap and water are not readily available, the Charter School shall make available fragrance-free alcohol-based hand sanitizer that is at least sixty percent (60%) ethyl alcohol. (Note: frequent handwashing is more effective than the use of hand sanitizers.)
- Children under age 9 should only use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222.
- The Charter School shall place posters conspicuously that encourage hand hygiene to help stop the spread of COVID-19.
- Employees should visit the CDC’s coughing and sneezing etiquette and clean hands webpage for more information.

**6. Routine cleaning and disinfecting:** The Charter School will incorporate the CDPH and CDC Guidance for Cleaning, Disinfection and Ventilation as appropriate to maintain a high level of cleanliness throughout the year and reduce the risk of exposure to and spread of COVID-19 at the school site.

- Custodial staff will perform thorough cleaning when students are not present. When cleaning, the space will be aired out before children arrive.
- Staff should wait twenty-four (24) hours before cleaning and disinfecting any area that was used by a person who was experiencing COVID-19 symptoms. If it is not possible to wait twenty-four (24) hours, then staff should wait as long as possible.
- The Charter School will ensure proper ventilation during cleaning and disinfecting. Staff are encouraged to introduce fresh outdoor air as much as possible, by opening windows where practicable.
- All frequently touched surfaces in the workplace, such as chairs, desks, tables, keyboards, telephones, handrails, light switches, sink handles, bathroom surfaces and door handles, will be routinely disinfected.
- Students and employees are discouraged from sharing desks, computers, books, phones, pens, art supplies, or other work tools and equipment, including playground equipment, when possible. When shared use is allowed, the items and equipment will be cleaned and disinfected between uses.
- Staff will be trained as appropriate in the chemical hazards, manufacturer’s directions, and Cal/OSHA requirements for safe and correct application of cleaning and disinfectant agents in accordance with the Healthy Schools Act guidance from the California Department of Pesticide Regulation and Cal/OSHA.
- When choosing disinfecting products, the Charter School will use those approved for use against COVID-19 on the Environmental Protection Agency (“EPA”)- approved list “N” and require staff to follow product instructions.
  - To reduce the risk of asthma and other health effects related to disinfecting, the Charter School will select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program.

- The Charter School will avoid products that contain peroxyacetic (paracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthma.
- Staff shall follow label directions for appropriate dilution rates and contact times.
- The Charter School will establish a cleaning and disinfecting schedule in order to avoid both under- and over-use of cleaning products.
- Subject to available resources, disposable disinfecting wipes shall be made available so that employees can wipe down commonly used surfaces (e.g., doorknobs, keyboards, remote controls, desks, other work tools and equipment) before each use. Disinfectant wipes and sprays will be kept away from students.
- To the extent feasible, site resources that necessitate sharing or touching items (e.g., drinking fountains) will not be used and replacement items (e.g., reusable water bottles) will be used to the extent practicable.
- Each student's belongings will be kept in an individually labeled storage container, cubby, or locker. Students are encouraged to take belongings home each day to be cleaned.

**7. Facility measures:** The Charter School will incorporate CDE guidance for maintaining a healthy facility, to include some or all of the following:

- Maintenance staff will ensure that ventilation systems and fans operate properly and increase circulation of outdoor air as much as possible by opening windows and doors and other methods.
- Windows and doors should not be opened if doing so poses a safety or health risk by exacerbating seasonal allergies or asthma symptoms.
  - The Charter School will consider alternatives, such as increased central air filtration (targeted filter rating of at least MERV 13) if opening windows poses a safety or health risk to persons using the facility.
- Maintenance staff will ensure that all water systems and features (e.g., drinking fountains) are safe to use after a prolonged facility shutdown to minimize the risk of Legionnaires' disease and other diseases associated with water.
- If possible, suspend or modify use of site resources that necessitate sharing or touching items. For example, consider suspending use of drinking fountains and installing hydration stations; encourage the use of reusable water bottles.
- Consider installing additional temporary handwashing stations at all school entrances and near classrooms to minimize movement and congregation in bathrooms.
- Consider installing privacy boards or clear screens to increase and enforce separation between staff and students.

**8. Physical distancing (staff):** The Charter School will incorporate CDPH and CDE guidance with respect to physical distancing between employees, to include some or all of the following:

- The Charter School will consider arranging work schedules and providing telework options to limit the total number of staff on campus each day.
- The Charter School will arrange desks and workspaces to create a minimum of six (6) feet between individuals.
- Break rooms, staff rooms and conference rooms will have posted occupancy limits. Staff should minimize use of staff rooms, break rooms and other indoor settings. Staff are encouraged to eat meals outdoors or in large, well ventilated spaces.

- Where possible, trainings and other meetings will be conducted virtually or in a manner that accommodates physical distancing.

9. **Physical distancing (students):** The Charter School will incorporate CDE guidance with respect to physical distancing between students on campus, to include some or all of the following:

- The Charter School will consider different options for instructional scheduling models, including using a blended learning model to limit the total number of students on campus each day.
- The Charter School will establish a maximum occupancy of each classroom. Desks will be arranged to minimize face-to-face contact and maintain a minimum of six (6) feet between students and teacher.
- To reduce possibilities for infection, students must remain in the same space and in cohorts as small and consistent as practicable, including for recess and lunch.
  - Ensure students and staff remain in stable classroom cohorts by keeping the same students and teacher or staff together for the entire school day. Students should not mix with other stable classroom cohorts.
  - Prioritize the use and maximization of outdoor space for activities where practicable.
  - Minimize movement of students and teachers or staff as much as practicable. For example, consider ways to keep teachers with one group of students for the whole day.
  - In secondary schools or in situations where students have individualized schedules, plan for ways to reduce mixing among cohorts and to minimize contact.
  - Maximize space between seating and desks. Distance teacher desks at least six feet away from students. Consider ways to establish separation of students through other means if practicable, such as, six feet between desks, where practicable, partitions between desks, markings on classroom floors to promote distancing or arranging desks in a way that minimizes face-to-face contact.
  - Consider redesigning activities for smaller groups and rearranging furniture and play spaces to maintain separation.
- The Charter School will implement measures to maintain physical distancing while students move between classrooms that are easy for students to understand and are developmentally appropriate, including potentially one or more of the following recommendations.
  - Common Areas: Minimize congregate movement through Common Areas as much as practicable. For example, establish more ways to enter and exit a campus, stagger passing times when necessary or when students cannot stay in one room, and establish designated one-way walking/passage areas.
  - Restrooms: Stagger restroom use by groups of students to the extent practicable, and/or assign certain groups of students to use certain restrooms.
  - Outdoors: Consider holding recess activities in separated areas designated by class.
- Outdoor and large format spaces (e.g., auditoriums) may be used for instructional activities where physical distancing cannot be maintained in classrooms.
- Activities where there is increased likelihood for transmission from contaminated exhaled droplets such as band (i.e., wind instruments) and choir practice and performances are not permitted.
- The Charter School will implement procedures for turning in assignments to minimize contact.

- The Charter School will implement a plan to maintain physical distancing during meals (serving meals in the classroom or outdoors, staggering cafeteria use, etc.). Food will be distributed in single-service meals instead of buffet, salad bar or family-style formats.
- The Charter School will implement appropriate physical distancing measures during physical activities.
  - Sporting Events and Gatherings: Outdoor and indoor sporting events and competitions, assemblies, dances, rallies, field trips, and other activities that require close contact or that would promote congregating are not permitted.
  - Playgrounds and Recess: The Charter School will consider holding recess activities in separated areas designated by class and/or staggered throughout the day, and limiting use of shared playground equipment in favor of physical activities that require less contact with surfaces and allow for greater physical distancing.
  - Youth Sports and Physical Education: The Charter School will conduct sports and physical education classes only when the following can be maintained (1) physical distancing of at least six (6) feet, and (2) a stable cohort, such as a class, that limits the risk of transmission. Activities should take place outside to the maximum extent practicable.
    - For sports that cannot be conducted with sufficient distancing or cohorting, only physical conditioning and training is permitted and only where physical distancing can be maintained. Conditioning and training should focus on individual skill building (e.g., running drills and body weight resistance training) and should take place outside, where practicable. Indoor physical conditioning and training is allowed only in counties where gyms and fitness centers are allowed to operate indoors.
    - Avoid equipment sharing, and if unavoidable, clean and disinfect shared equipment between use by different people to reduce the risk of COVID-19 spread.
    - Consistent with guidance for gyms and fitness facilities, cloth face coverings must be worn during indoor physical conditioning and training or physical education classes (except when showering). Activities that require heavy exertion should be conducted outside in a physically distanced manner without face coverings. Activities conducted inside should be those that do not require heavy exertion and can be done with a face covering. Players should take a break from exercise if any difficulty in breathing is noted and should change their mask or face covering if it becomes wet and sticks to the player's face and obstructs breathing. Masks that restrict airflow under heavy exertion (such as N-95 masks) are not advised for exercise.

**10. Use of face coverings:** The Charter School will follow CDPH, CDE and CDC guidance and state and local health orders on the use of face coverings. All staff are encouraged to review the CDPH and CDC guidance on cloth face coverings; face coverings must be used in accordance with CDPH Guidelines and this Policy unless a person is exempt as explained in this Policy, particularly in indoor environments, on school buses, and areas where physical distancing alone is not sufficient to prevent disease transmission.

- Until such time as the statewide order is lifted, all adults must wear a cloth face covering at all times while on campus, except while eating or drinking.

- Staff excluded from this requirement are those that require respiratory protection according to Cal/OSHA standards.
- Employees should wear a clean face mask to work every day.
- Employees should avoid touching the mask and should wash their hands frequently, including after removing the mask.
- Employees are expected to teach and reinforce proper use of face coverings, and in limited circumstances, face shields.
- Teachers may use clear plastic face shields with an appropriate seal (cloth covering extending from the bottom edge of the shield and tucked into the shirt collar) in certain limited situations in the classroom to enable students to see their faces and avoid potential barriers to phonological instruction as long as the wearer maintains physical distance from others, to the extent practicable. Staff must return to wearing a face covering outside of the classroom.
- The Charter School will post signs regarding the proper use, removal, and washing of face coverings.
- The Charter School will post signs to remind employees that CDC recommends maintaining social distancing of at least six (6) feet, and that the State of California currently requires face masks to be worn in public settings with certain limited exceptions.
- All students who are not prevented from doing so by a breathing problem or disability shall wear a clean cloth face covering:
  - While waiting to enter the school campus.
  - In any area outside of the classroom (except when eating or drinking).
  - While leaving school.
  - While waiting for a ride.
- Elementary school students in grades TK-2 are strongly encouraged, but are not required, to wear a cloth face covering within their stable classroom cohort. A face shield is an acceptable alternative for children in this cohort who cannot wear a face mask properly.
- Students in grades 3 and above are required use cloth face coverings when in the classroom even if they are in a stable classroom cohort.
- Proper use of cloth face coverings by students will be strictly enforced. The Charter School will exclude from campus who refuses to wear a face mask. Students excluded from face covering requirements include anyone who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the covering without assistance.
- The Charter School shall educate students, particularly younger elementary school students, on the rationale and proper use of face coverings.
- A cloth face covering or face shield may be removed for meals, snacks, naptime, or outdoor recreation, or when it needs to be replaced. When a cloth face covering is temporarily removed, it should be placed in a clean paper bag (marked with the student's name and date) until it needs to be put on again.
- The Charter School will provide face coverings for students and staff who lose their face coverings or forget to bring them to school.

**11. Use of gloves and PPE:** The Charter School requires employees to wear gloves and other Personal Protective Equipment (“PPE”) in accordance with the following standards.

- The Charter School will provide surgical masks, face shields, and disposable gloves for employees engaging in Wellness and Temperature Screenings.



- Workers or other persons handling or serving food must use gloves in addition to cloth face coverings.
- The Charter School will provide a clear plastic barrier or face covering and disposable gloves for front office and food service employees.
- The Charter School will provide equipment and PPE to custodial staff for cleaning and disinfecting, including:
  - For regular surface cleaning, gloves appropriate for all cleaning and disinfecting.
  - For classified staff engaged in deep cleaning and disinfecting, proper PPE for COVID-19 disinfection (disposable gown, gloves, eye protection, and mask or respirator) in addition to PPE as required by product instructions.
  - All cleaning and disinfecting products must be kept out of children’s reach and stored in a space with restricted access.
- As required by Cal/OSHA, the Charter School will provide training on the proper use of PPE to protect employees from the hazards of the cleaning products used.
- Employees must wash hands after removing gloves.

**12. Support for Students at Increased Risk of Becoming Infected or Unrecognized Illness:**

- The Principal or designee will review student health plans, including 504 Plans, to identify students who may need additional accommodations to minimize potential exposure.
- The Principal or designee will develop a process for engaging families for potentially unknown concerns that may need to be accommodated.
- The Charter School will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected or having unrecognized illness. Persons who might be at increased risk of becoming infected or having unrecognized illness include the following:
  - Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;
  - Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
  - Individuals who may not be able to communicate symptoms of illness.

**13. Maintaining Healthy Operations:** The Charter School will follow local public health orders and CDPH Guidance for maintaining healthy operations, including the following practices.

- Monitor, on a weekly basis, COVID-19 Guidance from EDC DPH, CDPH, and the El Dorado County Office of Education.
- Monitor staff absenteeism and have a roster of trained back-up staff where available.
- Monitor the types of illnesses and symptoms among your students and staff to help isolate them promptly as needed.
- Designate a staff liaison or liaisons to be responsible for responding to COVID-19 concerns. Workers should know who they are and how to contact them. The liaison should be trained to coordinate the documentation and tracking of possible exposure, in order to notify local health officials, staff and families in a prompt and responsible manner.

- Maintain communication systems that allow staff and families to self-report symptoms and receive prompt notifications of exposures and closures, while maintaining confidentiality, as required by FERPA and state law related to privacy of educational records.
- Implement routine surveillance testing of staff as directed by local county health officers. Encourage students and families to receive testing from community testing sites before returning to school for in-person instruction and regularly while attending school in person.
- Consult with local health departments if routine testing is being considered by a local educational agency. The role of providing routine systematic testing of staff or students for COVID-19 (e.g., PCR swab testing for acute infection, or presence of antibodies in serum after infection) is currently unclear.
- Support students who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk, by providing options such as virtual learning or independent study.

#### **14. Protection of higher risk employees:**

- The Charter School recognizes that older adults and people of any age who have serious underlying medical conditions are at higher risk for severe illness from COVID-19.<sup>11</sup>
- Consistent with operational needs, the Charter School shall support options to telework, if available and reasonable.
- The Charter School shall attempt to limit vulnerable employees' duties to minimize their contact with visitors and other employees.

#### **15. Communications to the Charter School community:**

- The Charter School will engage with families and staff to develop strategies to prepare and respond to the COVID-19 emergency, including guidelines for families about when to keep students home from school and other topics.
- Prior to the start of the school year, the Charter School will communicate to staff, students, and parents about new, COVID-19-related protocols, including:
  - Enhanced sanitation practices
  - Physical distancing requirements and recommendations
  - Proper use, removal and washing of face coverings.
  - Screening practices.
  - How COVID-19 is spread.
  - COVID-19 specific symptom identification.
  - Preventing the spread of COVID-19 if you are sick, including the importance of not coming to work if staff members have symptoms, or if they or someone they live with has been diagnosed with COVID- 19.
  - Local community testing sites and options for obtaining COVID-19 testing from private medical providers, including testing arranged by the Charter School.
  - Guidelines for employees regarding COVID-19 specific symptom identification and when to seek medical attention

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<sup>11</sup> This includes employees with any one or more of the following high risk factors: age 65 years and older, chronic lung disease, moderate to severe asthma, serious heart conditions, immune deficiency, severe obesity (body mass index of 40 or higher), diabetes, chronic kidney disease undergoing dialysis, or liver disease.

- Guidelines for families about when to keep students home from school.
- Systems for self-reporting symptoms.
- Criteria and plan to close schools again for physical attendance of students.
- The Charter School will train staff and students on protocols for physical distancing for both indoor and outdoor spaces.
- The Charter School will provide information to parents and guardians regarding this Policy and related guidance, along with the safety measures that will be in place in indoor and outdoor settings with which parents and guardians must comply.
- Communications will be targeted to the most vulnerable members of the Charter School community.
- The Charter School will develop a communications plan for implementation if the school has a positive COVID-19 case in accordance with CDPH and CDE guidelines.

The Principal is authorized to implement changes or additions to this policy in order to ensure compliance or consistency with new or revised orders or guidance from local, county, state or federal authorities (“Agencies”), to take any and all actions consistent with orders and guidance from the Agencies that is not specifically addressed by this policy, and to ensure compliance with the Charter School’s charter petition. The Principal shall provide the Board with regular updates as to actions taken pursuant to this section.

DRAFT

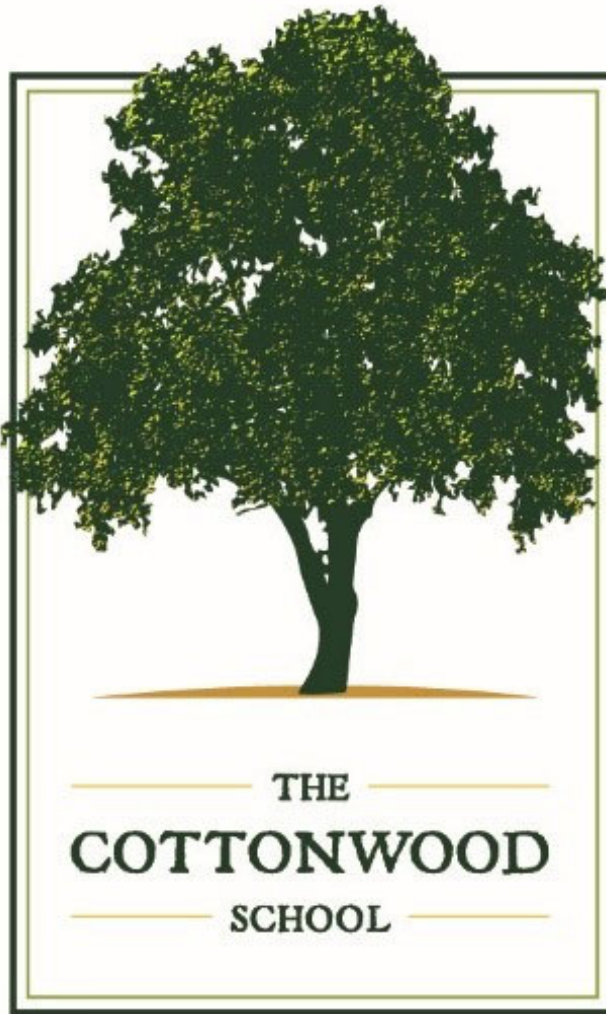


# Cover Sheet

## 2020-2021 Parent Student / Community Handbooks

**Section:** III. Operations  
**Item:** D. 2020-2021 Parent Student / Community Handbooks  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 20 09 28 Parent Student Handbook 20-21\_Cottonwood Home Study.pdf  
20 09 28 TCS Handbook 2020-2021-final\_Site Based.pdf

# 2020-2021



## Parent Student Handbook

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## School Vision and Mission Statement

### **Vision: Home Study Pathway**

The Cottonwood School develops the individual gifts of students to become critical thinkers, responsible citizens, and innovative leaders prepared for academic and real-life success in the 21st century.

### **Mission: Home Study Pathway**

The Cottonwood School provides a flexible personalized learning experience, empowering families to tailor a program designed around the specific needs of each student. In collaboration with highly qualified credentialed teachers, students engage in diverse and dynamic learning pathways and unparalleled enrichment opportunities to achieve personal and academic success.

## Description of the Program

Our school respects a family's right to educate their children and strives to offer innovative, personalized learning options for all families. Our programs engage students with a truly personalized learning plan based on their own interests and specific learning needs while preparing them for success both now and in the future. Enrollment in our full-time independent study program is tuition-free.

Our programs provide students with many opportunities:

- Learn at home or on the go with options for flexible, standards-based learning pathways using choices of curriculum, online platforms, and or bundled textbook programs
- Receive guidance, support, and assistance in person and virtually from your assigned credentialed Homeschool Teacher
- Optional field trips and community events
- Numerous and diverse vendor services

## Schoolwide Learner Outcomes (SLOs)

**Knowledge and Thinking** – Students will develop the ability to reason, problem-solve, develop sound arguments or decisions, and create new ideas by using appropriate sources and applying the knowledge and skills of a discipline.

**Agency** – Students will develop a growth mindset and take ownership over learning.

**Collaboration** - Students will develop the ability to be a productive member of diverse teams, through strong interpersonal communication and a commitment to shared success, leadership, and initiative.

**Oral Communication** - Students will develop the ability to communicate knowledge and thinking through effective oral presentations.

**Written Communication** - Students will develop the ability to effectively communicate knowledge and thinking through writing.

College and Career Readiness has a very specific meaning at the Cottonwood School. When the Charter School says it is focused on getting students college, career, and civic life ready, it means that every Cottonwood School graduate leaves aware, eligible, and prepared to pursue postsecondary education or training.

**Aware** - The student understands post-secondary options and sees the importance of continuing their education.

**Eligible** - The student completes requirements necessary to continue their education.

**Prepared** - The student graduates from high school with the skills necessary to further education without remediation.

## WASC Accreditation

The WASC process is designed to allow us to go through an in-depth self-study of our school, focusing specifically on organization, curriculum, instruction, assessment, and school culture. We take a close look specifically at our high school students and their success. In addition, we identify and reflect on our progress towards our school-wide learning outcomes (SLOs). The WASC cycle includes targeting our areas of strength and areas of growth and the creation of an action plan to address those areas to increase student achievement.

When a school becomes accredited, it:

- Certifies to the public that the school is a trustworthy institution of learning.
- Validates the integrity of a school's program and student transcripts.
- Fosters improvement of the school's program and operations to support student learning.
- Assures a school community that the school's purposes are appropriate and being accomplished through a viable educational program.
- WASC accreditation is important because the military often requires applicants to be from accredited schools and many school districts and universities will only accept credits from WASC accredited schools.
- Allows high school students' courses, grades, and units to be accepted at more colleges and universities after graduation.

## Admissions, Registration, & Intake

Required registration documentation includes: Proof of age, immunization record or documentation of exemption, and proof of residence.

Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state, unless required by Education Code Section 51747.3. If, while attending our school, a family moves they must submit a new proof of residence annually and within ten days of a mid-year change in residence to their Homeschool Teacher. There are accommodations for Homeless/Foster Youth and students of active military families.

**Proof of Residency (POR):** This will be verification of a service to the home address listed on your application. The best document to upload is a current utility bill dated within the last 60 days. For example: a gas, water, electric or cable bill. If providing a utility bill, please make sure that your document has the "Service Address" specifically listed in addition to your name, the date, and the utility name. Just having the document addressed to you will not be enough, it must include the "Service Address" on the utility bill. You can also use your most current property tax bill, vote-by-mail ballot, mortgage statement, or lease agreement. Please make sure that the name, date and address are visible on the document you provide.

If you have one of the extenuating circumstances below, you would need to complete the corresponding forms:

- Living with a friend or relative: Verification of Residence
- Transitional living: Parent Residency Affidavit Form

High school transcripts are necessary for determining proper class placement and for creating Individualized Graduation Plans (IGP). Transcripts should be submitted once the student has been admitted to TCS; these can be submitted by hand, faxed, or emailed.

All information on the application must be true and correct. If misrepresentations are made or incorrect information is provided, the application may be considered as not meeting the requirements of the school and may result in the revocation or halting of registration until accurate information is provided.

Registration in our school is contingent upon the student, parent, and teacher signing an Independent Study Master Agreement Form (Master Agreement) prior to the commencement of instruction and services. Parents and students will not have access to curriculum or Planning Amounts until the Master Agreement is signed and returned.

All students will be placed in their age-appropriate grade level, unless a previous school has officially approved a retention or promotion.

Our school is a full-time, general education, independent study program; not a supplemental program or a part-time program. A student may not be dual enrolled in any other private or public school.

## The Parent/Guardian's Role

- Regularly support your student in daily learning during the school day, following the educational plan you and your Homeschool Teacher agree to.
- Treat all Homeschool Teachers and school staff with respect and professionalism.
- Work in collaboration with your Homeschool Teacher, ensuring your student participates fully in their homeschool learning journey.
- Make sure your student participates in online or other recommended intervention supports if needed and assigned by your Homeschool Teacher.
- Complete and submit the monthly Student Learning Log (attendance log).
- Complete the STAR 360 online assessment up to 3 times per school year.
- Support student(s) in attending state-mandated testing (SBAC, CAST, ELPAC (if needed) and Physical Fitness Test).
- Practice consistent communication to enhance collaboration through daily checks of email and phone.
- Ensure student(s) report to their teacher as scheduled in Learning Period meetings in the manner of One-on-One, Online or by Phone, in the location of in person or virtual, at least every 20 school days as written in the master agreement, as well any other necessary meetings as specified by the teacher or program designation.

## Student Behavioral Expectations

Learning takes place in a variety of settings. These may include, but are not limited to:

- Online classroom sessions
- Public libraries, coffee shops, parks, community locations
- School-sponsored field trips, workshops, and community events

At our school, the primary focus is on student learning. Any behaviors that prevent all students from this focus will be reviewed and discussed with all parties involved. As a diverse community of learners, students must strive to work together in a setting of civility, tolerance, and respect for each other in an environment that does not distract from the mutual commitment to academic inquiry and reflection. To that end, the following student behavioral expectations have been established.

1. When participating in group dialogue, no one monopolizes discussions to the exclusion of others, either in terms of time or opinions expressed.
2. Conflicting opinions among members of a group are respected and responded to in a polite and respectful manner.
3. No side conversations or other distracting behaviors are engaged in during group discussions or presentations.
4. No offensive comments, language, or gestures are part of the learning environment.
5. Impersonating another person on an online platform is prohibited.
6. Use only your own username and password for online platforms and do not share these with others.
7. Do not post personal information in online environments (Phone number, social media usernames, physical address, email address, passwords, etc.)

Infraction of these expectations that is deemed to be disruptive of the learning environment, is cause



for removal of a student from an activity and may result in disciplinary action.

### **Consequences**

Staff shall enforce disciplinary rules and procedures fairly and consistently. Discipline includes, but is not limited to, advising and counseling students, conferring with parents/guardians, and the use of behavior plans, alternative educational environments, suspension, and expulsion. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion. Please see the complete Suspension and Expulsion Policy at the end of this Handbook for more information.

## School Calendar

As a public charter school, we offer families full-time, continued enrollment throughout the entire school year.

July 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020						
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12	13	14	15	16	17	18
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26	27	28	29	30		

October 2020						
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## 2020-2021 School Calendar



### School Year Dates

Aug 3	Teachers Back to Work
Aug 17	First Day of School for Students
Jan 8	End of Semester 1
Jan 15	Report Cards Due
May 25	Last Day of School
Jun 1	Report Cards Due

### Holidays

Sep 7	Labor Day
Nov 11	Veteran's Day
Nov 23-27	Thanksgiving Vacation
Dec 21-Jan 4	Winter Break
Jan 18	Martin Luther King, Jr. Day
Feb 12	Lincoln Day
Feb 15	Washington Day
Mar 29-Apr 5	Spring Break
May 31	Memorial Day

January 2021						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
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21	22	23	24	25	26	27
28						

March 2021						
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21	22	23	24	25	26	27
28	29	30	31			

April 2021						
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18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2021						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

School Closed

Teacher In Service Days  
 Report Cards

Last Day of Semester 1  
 First & Last Day of School

## Curriculum Choices & Learning Paths

Our academic program is designed to be flexible and customizable. Working together, credentialed teachers and parents design a learning plan that can incorporate:

- A variety of curriculum options and platforms
- Academic support including interventions
- A child's optimal learning modalities
- A wide variety of enrichment resources, materials, and experiences
- School-sponsored learning enrichment, field trips, and student activities
- A blend of virtual and in-person support

If you are looking for an engaging, easy-to-follow learning platform, explore the school adopted options below managed by our Curriculum Department. Other curriculum options such as Timberdoodle, Bookshark, Moving Beyond the Page, BYU Independent Study, UC Scout, and many more can be ordered through the [Enrichment Ordering System](#).

Our school curricula include learning paths and platforms designed to address the needs of all students including:

- Active Military
- English Language Learners
- Gifted & Talented
- Homeless/Foster Youth
- Socioeconomically Disadvantaged Youth
- Students in Special Education
- Students with 504 Plans

## Objectionable Materials

If your family finds certain lessons or materials in a particular unit of study to be objectionable for various personal reasons, please contact your Homeschool Teacher and she/he will work with you to identify alternative lessons to meet the lesson objectives.

## Curriculum: Transitional Kindergarten - 8<sup>th</sup> Grade

Transitional Kindergarten through 8th grade students have many options including various online curriculum with built-in pacing, bundled textbook programs, or unlimited choices of homeschool curriculum for a personalized learning path. A discussion with your credentialed Homeschool Teacher will help pinpoint how to gain the most from your curriculum.

Transitional Kindergarten:

- [EmbarK12 by K12](#) - Online & Offline
- [Lincoln Empowered](#) - Online & Offline
- [McGraw Hill](#) - Textbook with online resources and online teacher's editions
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

Kindergarten-2nd Grade:

- [McGraw-Hill](#) - Textbook with online resources and online teacher's editions
- [Lincoln Empowered](#) - Online & Offline
- [K12](#) - Online & Offline
- [Redbird](#) - Online Math and Language Arts/Writing courses
- [Acellus](#) - Online, customizable option that can be completed when teaming with the Homeschool Teacher
- [Calvert Learning by Edmentum](#) – Online and Print
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

3rd-5th Grade:

- [K12](#) - Online & Offline
- [Lincoln Empowered](#) - Online & Offline
- [Odysseyware](#) - Online
- [McGraw-Hill](#) - Textbook with online resources and online teacher's editions
- [ALEKS](#) - Online math courses
- [StrongMind](#) - Online
- [Redbird](#) - Online Math and Language Arts/Writing courses
- [Acellus](#) - Online, customizable option that can be completed when teaming with the Homeschool Teacher
- [Calvert Learning by Edmentum](#) – Online and Print
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

6th-8th Grade:

- [Odysseyware](#) - Online (Highly qualified instructor optional through [Odysseyware Academy](#))
- [Edgenuity](#) - Online (Highly qualified instructor optional)
- [Edmentum EdOptions Academy](#) - Online with a highly qualified instructor
- [McGraw-Hill](#) - Textbook with online resources and online teacher's editions
- [K12](#) - Online & Offline
- [Lincoln Empowered](#) - Online & Offline
- [FuelEducation](#) - Online (Highly qualified instructor optional)

- [ALEKS](#) - Online math courses
- [StrongMind](#) - Online
- [Redbird](#) - Online Math and Language Arts/Writing courses (not available for 8<sup>th</sup> Grade)
- [Acellus](#) - Online, customizable option that can be completed when teaming with the Homeschool Teacher
- Junior High Virtual Academy (JHVA) – 7<sup>th</sup> and 8<sup>th</sup> Grade Language Arts, Math, and Science
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

## Curriculum: High School

Our school offers an Individualized Graduation Plan (IGP) for all high school students, during the school year. Upon enrollment, students will discuss and create an IGP with their Homeschool Teacher or a High School Counselor, based on the student’s short and long-term academic goals. We provide high school students with various homeschool curricula and vendor options, including college prep, “a-g,” and AP courses. Students have the freedom to choose courses in:

9th-12th Grade:

- High School Virtual Academy (HSVA)- Uniquely-designed courses taught live twice weekly by a highly qualified instructor in an online classroom. Internet access is required to attend scheduled courses and submit work.
- [Edgenuity](#) - Online (Highly qualified instructor provided)
- [Edmentum EdOptions Academy](#) - Online with a highly qualified instructor
- [FuelEducation](#) - Online with a highly qualified instructor
- [McGraw-Hill Textbook](#) - Offline with online supplemental videos and office hours. Internet access is required to turn in assignments. (High qualified instructor attached)
- [Odysseyware](#) - Online (Highly qualified instructor optional through [Odysseyware Academy](#))
- [ALEKS](#) - Online math courses
- [Acellus](#) - Online, customizable option that can be completed when teaming with the Homeschool Teacher.
- [StrongMind Digital Learning](#) - Online
- A combination of the above
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)
- 

9th - 12th Grade [AP Courses offered in Edgenuity](#) (offerings may vary annually due to interest and instructor availability):

- Calculus AB
- English Language & Composition
- English Literature & Composition
- Environmental Science
- French Language & Culture
- Human Geography
- Psychology
- Spanish Language & Culture
- U.S. Government & Politics
- U.S. History/World History

AP courses are also offered.

## Graduation Requirements

High school graduation requirements and college entrance requirements are not the same. Course selection should be based on academic, career, and personal interest. Student interests and goals should guide the path through high school.

College admission requirements will vary from school to school, it is recommended that students check admission requirements before applying to their college of choice. Students can always reach out to their high school counselor if they have questions about graduation requirements or the college admission process.

Subject Area	Graduation Requirements	Total Credits
Social Studies	6 semester courses <i>(Must include 1 year of US History, 1 year World History, 1 semester of Government, and 1 semester of Economics)</i>	30
English	6 semester courses	30
Math	4 semester courses <i>(Algebra 1 must be completed)</i>	20
Science	4 semester courses <i>(Must include 1 year of Physical Science and 1 year of Life Science)</i>	20
Visual & Performing Arts	2 semester courses	10
World Language		
Electives	18 semester courses	90
Total =		200 Credits

\* Please note that once a subject area graduation requirement has been fulfilled, all excess credits will be rolled over to the Electives category.

9 <sup>th</sup> Grade	10 <sup>th</sup> Grade	11 <sup>th</sup> Grade	12 <sup>th</sup> Grade
<ul style="list-style-type: none"> <li>English 9</li> <li>Algebra 1</li> <li>Physical Science or Earth Science</li> <li>Elective / Elective</li> <li>Elective / Elective</li> </ul>	<ul style="list-style-type: none"> <li>World History</li> <li>English 10</li> <li>Math</li> <li>Biology</li> <li>Elective / Elective</li> </ul>	<ul style="list-style-type: none"> <li>US History</li> <li>English 11</li> <li>World Language or Visual &amp; Performing Arts</li> <li>Elective / Elective</li> <li>Elective / Elective</li> </ul>	<ul style="list-style-type: none"> <li>Economics and Government</li> <li>Elective / Elective</li> <li>Elective / Elective</li> <li>Elective / Elective</li> <li>Elective / Elective</li> </ul>

### 4-Year College Entrance Requirements

Students who plan to apply to a 4-year college right after high school graduation should plan to meet “a-g” requirements. These requirements are mandatory for students who apply to the CSU or UC systems, and recommended for students who plan to apply to private and out-of-state colleges and universities. The “a-g” requirements are summarized below:

A-G	Subject Area	Subject Requirement
a	History   Social Science	2 years <i>(1 year of World History and 1 year of US History, or ½ year of US History and ½ year of Government)</i>
b	English	4 years
c	Mathematics	3 years <i>(Algebra or higher)</i>
d	Laboratory Science	2 years <i>(At least 2 of the 3 disciplines of Biology, Chemistry, and Physics)</i>
e	Language Other Than English	2 years <i>(Must be 2 years of the same language)</i>
f	Visual & Performing Arts	1 year <i>(Dance, Interdisciplinary Arts, Music, Theater, or Visual Art)</i>
g	College-Preparatory Elective	1 year



Students who plan to apply to the UC or CSU systems will need to take courses that are “a-g” approved. All “a-g” courses must be completed with a grade of C or better. There are alternative ways to meet “a-g” requirements through testing and community college courses. Students can check the progress of their “a-g” requirements by consulting with their high school counselor.

Subject requirements will vary for private and out-of-state colleges and universities. However, most students who are eligible for UC admission and fulfill the “a-g” requirements will also likely meet the admission requirements for most of the private and out-of-state colleges and universities.

Students should also plan to take the SAT or ACT. SAT Subject Tests are usually optional; however, students who are applying to specific departments or highly selective schools will want to check with the admissions office of the college or university of interest to verify requirements.

For more information, please visit the sites below:

- [“A-G” Requirements](#)
- [SAT Information](#)
- [ACT Information](#)

### High School Elective Credit for 7th & 8th Graders

Our school will grant high school elective credit for high school math, world language, and CTE pathway courses taken by 7th and 8th grade students. As a parent-choice school, we allow 7th and 8th graders to take high school courses, but it is important to consider how taking courses in middle school will affect high school and college before choosing this option for your student. Please contact your Homeschool Teacher to discuss starting high school courses early prior to enrolling in high school level courses.

## Academic Expectations

### TK-8th Grade

Families choose to enroll at our school for a variety of reasons, but at the cornerstone of each decision is a supportive partnership between the family and their credentialed Homeschool Teacher. Our school provides the tools and guidance for students to experience a high-quality education by providing access to personalized curriculum and instruction. Students need to be engaged in learning each school day. Families and credentialed Homeschool Teachers work together to provide support for struggling students. Families are required to meet with their Homeschool Teacher, at minimum, once every 20 school days.

### High School

All high school students enrolled at our school will discuss and create an Individualized Graduation Plan (IGP) with their Homeschool Teacher. Short and long term goals will be created based on the needs of each student. A guidance counselor is also assigned to each student and will review the IGP. Our ultimate goal is to help students meet graduation requirements. It is incredibly important for students to pass courses so that graduation is attainable within 4 years of high school.

The minimum number of credits that should be earned at the end of each semester is listed below:

	Grade 9	Grade 10	Grade 11	Grade 12
Semester 1	25 credits	75 credits	125 credits	175 credits
Semester 2	50 credits	100 credits	150 credits	200 credits

Students and parents should work with their Homeschool Teacher and guidance counselor if they wish to graduate high school early. Students who have surpassed the minimum number of credits that should be earned at the end of each semester must still be enrolled in a minimum of four courses (20 credits) each semester. Students must complete a minimum of 5 courses each semester (25 credits) to remain on track for graduation. Students who fail a course will earn 0 credits for the course and could potentially no longer be “on track” for graduation. Students who become credit deficient should work with their teacher and guidance counselor to adjust the Individualized Graduation Plan. Students are expected to meet with their Homeschool Teacher(s) regularly to ensure adequate progress is made toward completing courses.

## I Can Statements

I Can Statements are family-friendly guides that can be used to help your family and ensure your students are on track for their grade level. All learning objectives for Math, Language Arts, Science and Social Studies are provided, written in family-friendly language. I Can Statements help make grade level learning targets clear for families and they address the standards students of the same grade learn in all public schools.

The school is committed to empowering each student to reach their full potential. Our students are engaged learners capable of deep understanding, creative thinking, and innovative approaches to problem solving. Using the I Can Statements (State Standards), the student interests, talents and learning styles profile as their guide, as well as hands-on experiential learning, field trips, park days, and activities in the local community, credentialed teachers partner with parents to develop unique Personalized Learning Plans for each student.

## Assignment & Work Records (AWR)

Assignment & Work Records are a digital checklist created for each student and work parallel to the I Can Statements/Standards. AWR is personalized for each student and is a strategic plan that helps ensure appropriate progress through the standards is achieved.

## Academic Integrity

Our school urges students to conduct themselves ethically and honorably. It is expected that the grade a student earns is based upon work that the student has completed.

By definition, academic Integrity is the moral code or ethical policy of academia. This includes values such as avoidance of cheating or plagiarism; maintenance of academic standards; honesty and rigor in academic work.

The following behaviors may be considered as acts that do not uphold Academic Integrity:

- Plagiarism
- Talking during a proctored exam
- Copying another student's test/assignment
- Allowing others to copy your work
- Exchanging assignments with other students (either handwritten or computer-generated)
- Using a computer or other means to translate an assignment/part of a World Language assignment to another language
- Using summaries or commentaries (e.g., Cliff Notes, Spark Notes) in lieu of reading the assigned materials
- Submitting purchased papers
- Altering a grade (on a computer, on a report card, on an assignment)
- Taking an exam for someone else
- Using bribery/blackmail/threats

Any student known to have acted without academic integrity will be subject to disciplinary action in the following manner:

- **First offense:** A grade of F and/or 0% on the assignment/exam with a chance to resubmit within 1 week and parent/guardian notification
- **Second offense:** A grade of F and/or 0% on the assignment/exam with no resubmit and conference with parent/guardian
- **Third offense:** A grade of F in the class, in-person conference, and placement on Academic Probation for 1 year

Students placed on Academic Probation may be subject to the following consequences:

- Copy of cheating referral placed in permanent cumulative file
- Proctored unit tests and finals by a school staff member
- Restricted from participating in school activities (field trips, prom, graduation)
- Ineligible to receive letters of recommendation from school staff

## Report Cards

### Report Cards - TK-8th

Students, parents, and teachers work in partnership to design personalized learning plans and goals. The credentialed Homeschool Teacher affirms the learning plan and is guided by the I Can Statements.

Report Cards are not required for grades TK-8, but families may request them from their teacher. While TK-8 report cards are not required, they are sometimes necessary for other student endeavors such as sports teams, insurance, government verifications, etc. Please consider your family participation in these types of activities when deciding to request a report card or not. We highly recommend that parents of 7th and 8th grade students request a report card as this type of documentation is frequently requested when transitioning into a brick and mortar high school setting. If you do not request a report card, nothing will be stored in a student's cumulative file.

Parents of TK-8<sup>th</sup> grade students have three Report Card options (Option B is the default if you do not make a selection):

- **Option A:** I would like my teacher to create a Report Card and I would like a copy filed in my student's Cumulative Record.
- **Option B:** I would like my teacher to create a Report Card and I would NOT like a copy filed in my student's Cumulative Record.
- **Option C:** I DO NOT want a Report Card to be generated.

Your Homeschool Teacher will communicate directly with you to ask which option you would like for Report Cards.

### Review of Student Work

Families share all of the learning that has occurred during Learning Period meetings with their teacher(s). Teachers work with the family to review and reflect on student learning. Teachers will use the shared information to determine mastery of standards and match these to the I Can Statements.

It is our school's policy and practice that individual student data is never shared with anyone other than the parent/guardian (or eligible student if the student is 18 year of age or older) and teacher unless a parent/guardian or eligible student provides advance written consent or disclosure is permitted or required under the law. The data is used solely to show grade level and school-wide trends for accreditation purposes.

### Progress Indicators

Progress Indicators (PI) will be assigned for your student by your Homeschool Teacher four times during the school year. The Progress Indicators are used to gather school-wide data on grade level progress as it relates to the state standards. The data is used by ICS when we are required to report the effectiveness of our academic program to stakeholders such as our charter authorizers and our School Board.

Indicator	Description
4	Significant Progress 85-100%
3	Adequate Progress 70-84%
2	Some Progress 60-69%
1	Little to No Progress <59%

### Report Cards - High School

All 9th-12th grade students are required to have a report card issued at the conclusion of each semester. Semester report cards will be based on progress made in the student’s assigned high school courses.

Students in high school earn letter grades. High school students need to complete requirements and lessons as outlined by their Homeschool Teacher or by the High School Content Teacher, as applicable.

The chart below shows the grading rubric for quality of assigned work:

Percentage	Grade
90-100%	A
80-89%	B
70-79%	C
60-69%	D
59 and below	F

## Attendance

- Parent/Guardian is responsible for ensuring that their child is actively engaged in learning each school day.
- Monthly Student Learning Log (Attendance Log) must be signed and submitted to your Homeschool Teacher at the end of each month. The Homeschool Teacher will communicate with individual families/students on the collection process of this document.
- The following are acceptable reasons for not logging attendance: Illness and hospitalization not to exceed 10 percent or more of the school days, exclusive of Saturdays and Sundays, in the school year, bereavement, family emergency, and natural disaster. In such cases, the absences would be considered excused. Some instances may require verification, such as a doctor's note, to be provided to your teacher.
- Homeschool Teachers will be knowledgeable of student progress, learning, and engagement in school. This can occur at regularly scheduled meetings, calls, emails, and or other methods.
- If the Homeschool Teacher is unable to obtain knowledge of the progress, learning, and engagement in school, attempts to contact will be documented and a non-compliance letter may be sent. After multiple failed attempts to contact a family, the school may deem that enrollment in the school is not in the best interest of the student and the student may be subject to withdrawal. (Refer to Independent Study Policy, Master Agreement, and Non-Compliance Policy)

## Withdrawing Your Student

To withdraw your student, please provide your Homeschool Teacher with the following information:

- Last date of attendance in our school
- Name of school or school district your student will be enrolling in
- Reason for withdrawal
- Submit your last attendance log and work sample

Once this information is received your Homeschool Teacher will assist you with the materials return process. All school property must be returned upon withdrawal, with the exception of assistive technology devices required by a student's Individual Education Plan (IEP). In that instance, such materials must be returned to the School when alternative arrangements are made or until two months have elapsed from the date of withdraw. Families may be billed for any school items that are willfully damaged or loaned to the student or family by the school and not returned.

Please Note: Last day of documented attendance is the last day of enrollment.

Enrichment Certificates for services beyond the student's withdrawal date will be canceled and any services attended/continued, again after the student's withdrawal date, will be at the family's expense.



## Educational Materials & Restitution Policy

This policy supports the School's efforts to remain a sound steward of public funds and ensure students continue to have access to educational materials.

The purpose of the School Governing Board approving this Educational Materials and Restitution Policy is to accomplish the following:

1. Provide an Overview for the Educational Materials and Restitution Policy
2. Outline the Procedures for the Restitution Process

**1. Overview:** Students attending School may receive access to certain School property during the course of the school year, including educational technology and textbooks, and they are responsible for ensuring the educational materials are returned (with reasonable wear and tear). California law states that the parent or guardian of a minor can be held liable to a school for all property loaned to and failed to be returned, or willfully damaged by a minor. The liability shall not exceed \$10,000.

The School shall seek restitution when a student, among other things, willfully cuts, defaces, or otherwise damages any property, or loses or fails to return property, borrowed or personal belonging to the School. This includes but is not limited to, installing unauthorized software applications, modifying, adding or deleting software or any alteration to the configuration of any and all IT computing devices - such as laptops and other devices.

The School, after affording the student due process rights and providing the student's parent/guardian with written notice, may withhold the grades, diploma, and official transcripts of a student until the student or parent/guardian returns the lost property or pays for the damaged school property (e.g., educational technology, textbooks, etc.). When a student and parent/guardian are unable to pay for the damages, or to return the property, the school will provide a program of voluntary work for the student in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades, diploma, and transcripts shall be released.

### *Withholding Grades, Diploma and Transcripts and Transferring Students*

The authority to withhold grades, diploma, or official transcripts applies only to situations where the student, parent or guardian has requested a copy of the student's records. When a student transfers to another K-12 school, the student's permanent record must be sent to the requesting K-12 school. The permanent record, or copy, must be sent even though there may be charges or fees owed by the student, parent, or guardian. In such cases, upon sending the permanent student record to the new (receiving) school, the new school shall be notified of the restitution debt.

### **2. Procedures:**

1. School shall use inventory systems that clearly identify the student and type of school property issued to the student.
2. School shall follow the due process procedure listed below that allows the parent/guardian or student an opportunity to review and respond to the imposition of any fees or charges resulting from this policy.
  - a. The School shall provide the parent/guardian written notice of alleged loss or damage of school property ("Written Notice").
  - b. The Written Notice will inform families the School may contact law enforcement

- and/or refer the debt to a collection agency.
- c. If the parent/guardian disagrees with the School's Written Notice, they may appeal the Written Notice in writing to the school. The parent/guardian's appeal should explain why a fee or charge should not be imposed in response to the Written Notice.
  - d. After reviewing any information provided by the parent/ guardian, the Principal (or his/her designee) shall decide whether or not to withhold grades, diploma, or official transcripts and/or impose the fee for damages. The parent/guardian shall be notified in writing of the decision. The written decision of the Principal is final. There is no appeal beyond the school level.
3. Upon receiving notification of the School's decision ("Second Written Notice"), the parent or guardian must address the outstanding obligation payable to the School or return missing property. When a student and parent/guardian are unable to pay for the damages, or to return the property, the school will provide a program of voluntary work for the student in lieu of the payment of monetary damages.
  4. If the parent/guardian does not respond to the Written Notice or if a parent/guardian loses their appeal, School may withhold the transcript, diploma, and grades until the debt is resolved. The Second Written Notice shall explain if the School is withholding the transcript, diploma, and grades until the parent/guardian pays or remedies the outstanding debt.
  5. Upon receiving payment or the unreturned educational materials in satisfactory condition (e.g., reasonable wear and tear), or upon the student's completion of the voluntary work program, the School shall ensure the debt is discharged. If the School withheld student's grades, diploma, and/or official transcripts, School shall release grades, diploma, and/or transcripts.
  6. The purpose of this policy is to provide families reasonable opportunity to return missing educational equipment or pay for damaged and missing school property to avoid the School having to seek a legal recourse. If the Second Written Notice is unsuccessful, the School may consider referring the debt to a collection agency as a last resort.

## Special Education

School personnel are committed to identifying and serving students who have exceptional needs and are eligible to receive Special Education supports and services. Our commitment is based on the belief that all students shall have access to a high-quality public education.

In cooperation with the El Dorado County Special Education Local Plan Area (SELPA), our school will work to ensure that a Free and Appropriate Public Education (FAPE) is provided to all eligible students with exceptional needs in the student's Least Restrictive Environment (LRE). Specifically, our school will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR), and applicable Special Education policies and practices of the SELPA.

## Common Questions

Following are the most common questions that the Special Education department receives from families regarding Special Education at our school. Please review and contact the Special Education Team if you would like to discuss these topics further.

### **What is Special Education?**

Special Education is specially designed instruction, supports, and services to meet the unique educational needs of individuals with disabilities, which cannot be met in the general education program. It is an integral part of the total public education system, and Special Education services are provided:

- In a way that promotes interaction between students with and without exceptional needs;
- At no cost to families; and
- Include a full range of program options to meet the educational and service needs in the least restrictive environment (LRE). --California Education Code Section 56031

### **Who should you contact when you believe your child may need additional academic support?**

Your assigned Homeschool Teacher is the best person to initially discuss any academic questions or concerns with. Your Homeschool Teacher will most likely recommend interventions and/or accommodations for you to use with your child if appropriate.

In the event that you and your Homeschool Teacher need additional guidance in supporting your child, you may request for a Student Study Team (SST) meeting be held. This meeting will document the concerns of school staff and families, identify interventions attempted, and possibly recommend additional interventions. Interventions should be attempted for six to eight weeks and a second SST meeting should be held to document the student's response to intervention. Depending on the successful implementation of the intervention, the SST will contact the Assessment Team for additional support or recommendations.

### **How is it determined that a student is eligible to receive Special Education?**

Assessments are the basis for Special Education eligibility, placement, and service decisions. The assessments will be done by professionals who have had specialized training and required certification/licensure. General Education, Homeschool Teachers, and parents, who know the students well, play a critical role in understanding a student's academic strengths and struggles and are essential in the process of documenting/identifying areas of needs.

When the school receives a referral for Special Education, the child's legal guardian will be sent an assessment plan that details the types of assessments being proposed. The child will receive a "full and individual initial evaluation" to determine if the child has a disability and determine the child's educational needs. A full evaluation means that the child shall be assessed in all areas of suspected disability within 60 calendar days of parental consent received by the school via signature on an assessment plan (timelines adjusted for student breaks over five consecutive days).

### **What is an Individual Education Program (IEP)?**

An IEP is a contractual, legal obligation, on the part of the school stating how the school plans to assist a student once they have been determined eligible for Special Education supports and services. The IEP document is written following the determination of a student's need and eligibility for Special Education.

The Individual with Disabilities Education Act (IDEA) requires that an IEP include a "statement of measurable annual goals" which allow the child to be involved in and make progress in the general education curriculum and meet each of the child's other educational needs that result from the child's disability." The IEP team develops the IEP document annually and identifies the child's needs, annual goals, objectives, adaptations, services and placement.

### **What is the role of the parent in an IEP meeting?**

Parents are encouraged to participate in the IEP meeting by providing information on which supplementary aids and services, program accommodations, and support for the parent's role as learning coach are needed to help the child progress toward attaining progress in general education curriculum and on their IEP goals. Please speak with your Special Education teacher further regarding the structure of IEP meetings and if you have any questions or concerns.

### **How are Special Education services provided at our independent study school?**

Students with IEPs are required to participate in Special Education services as indicated in their IEP documents.

- Specialized Academic Instruction (SAI) is usually delivered virtually and is taught by experienced and credentialed Special Education Teachers. The format of these sessions are determined by the student's IEP team and based on their academic IEP goals.
- Related Special Education services, such as occupational therapy, speech and language therapy, etc. may be provided by qualified School staff or via non-public agencies (NPA) contracted with the school. NPAs have a certification with the California Department of Education to work with school-aged students and they are carefully selected by the school.

**May a family maintain the same Special Education NPA Providers/individual therapists, if they are enrolled in the same school from year to year?**

Each NPA oversees the scheduling and availability of their services providers. Our Special Education Department will confirm an NPA's certification with the California Department of Education and establish a contract with that NPA to start services.

Please note: The Special Education Department is happy to work with families, however, we are not able to guarantee that they may maintain the same NPA providers/individual therapists.

**Should Special Education Teachers be included in the development of a student's education plan, designed by the Homeschool Teacher?**

Whenever possible, it is recommended that a Special Education Teacher be included in the development of a student's education plan, which is designed by the learning coach and Homeschool Teacher. While it is not a requirement, the involvement of the Special Education Teacher provides an opportunity for the team to get a different perspective on how to help support a student's needs, challenges, and strengths.

**Shall your Homeschool Teacher collect work samples for students with an IEP?**

The school Work Sample policy is the same for all students.

## Planning Amounts

### Program Description

We focus on Personalized Learning, a philosophy that truly puts every student first by supporting them in honoring and exploring their unique skills, special gifts, talents, and aspirations. In order to allow families flexibility on their personalized learning path we allocate a Planning amount that is used for carefully select educational products, such as curriculum, technology items, supplemental enrichment materials, and field trip opportunities, and services, such as enrichment lessons and classes to fit each student's academic goals. All orders must be nonsectarian and are approved by your Homeschool Teacher.

For the 2020-2021 school year, the Planning Amounts are as follows:

- Extended Transitional Kindergarten: \$1,000 (\$500 upon enrollment and \$500 on 12/01/2020)
- Transitional-Kindergarten-6<sup>th</sup> Grades: \$2,100 (\$1,100 upon enrollment and \$1,000 on 12/01/20)
- 7th-12th Grades: \$2,500 (\$1,100 upon enrollment and \$1,400 on 12/01/20)

Product:

- Enrichment Materials
- Curriculum
- Technology Items\*
- Educational Field Trips

Service:

- Fine Art Lessons & Classes
- Performing Art Lessons & Classes
- Academic Enrichment Classes
- Physical Education Classes
- Tutoring Services
- STEM Classes

*\*The Technology Acceptable Use Acknowledgement must be signed in order to receive the technology equipment. All families receive this form through email at the beginning of the year.*

All materials ordered through the school with state funding are the property of the school. Materials are loaned to enrolled students for educational purposes only. All materials must be returned to the school upon withdrawal. Families may be billed for any items not returned and student transcripts may be held until all materials are returned.

All services requested through the school with state funding will only be provided with an Enrichment Certificate during the student's enrollment period. Any services provided without an Enrichment Certificate and/or beyond the student's enrollment dates will be the financial responsibility of the family. Upon withdrawal, families shall be responsible for notifying their service vendor(s) they are no longer enrolled with the school.

**To protect students, in person services may be paused due to COVID-19 guidelines.**

## How to Request Services/Products

1. Visit the Enrichment Ordering System (EOS) to request services and products.
2. Services may only be requested through approved service vendors.
3. The first time a family uses a vendor for service, they will need to sign and submit an online waiver form through the EOS.
4. If families are requesting a service, an Enrichment Certificate will be created and sent via email to the parent. Parents can also access Enrichment Certificates on the EOS. Students are not able to start services without an Enrichment Certificate.
5. Families will present the Enrichment Certificate to the vendor.
6. Each vendor will invoice the charter schools for the services approved on the certificate.
7. The school pays vendors directly. Parents should not pay vendors for student services as we cannot provide payment/reimbursement to families.
8. Technology devices can be ordered through the Enrichment Ordering System. To see a current catalog of available devices, please visit [techstore.inspireschools.org](http://techstore.inspireschools.org).

## Field Trips & Events

We believe in inspiring our community and learning through educational experiences through school-organized field trips and events. All field trips and events are optional and require Homeschool Teacher approval based on the student's educational plans.

### Student Supervision

Students are required to be accompanied by a parent and/or designated guardian for all school-organized field trips. Parents and/or guardians are responsible for ensuring the safety and behavior of their students.

### Liability

All families will be required to sign a liability waiver releasing the school from any and all liability or costs associated with or arising from their participation in each field trip.

## How to Request School-Organized Field Trips & Events

All school-organized field trips and events are booked through the Field Trips & Events System (FTE). Families will log into the FTE site to search for available field trips and submit their field trip requests to their Homeschool Teacher for approval.

## Technology Team

Choosing technology can be overwhelming. The Tech Team helps simplify your selection by providing a curated list of qualified devices, items, and software. All items offered meet internal standards of

quality, performance, value, availability, and support. These items can be obtained as part of a student's Planning Amount as it aligns with his/her learning plan.

Some technology items (e.g. computers, laptops, tablets and printers) require specific configurations, must meet certain standards or be purchased through select suppliers, channels, or agreements.

### **Tech Costs**

Most devices offered by the Tech Team are business-class devices and are not found in local retail stores, so be certain you are comparing the exact same models and specs. Remember, all taxes (e.g. sales tax) and fees (e.g. shipping, CA e-waste disposal) are also included in the price you see. Unfortunately, we are not able to price match.

Pricing also includes software and device licenses, school compliance features, management services, enhanced warranties and damage protection, solid state drives (SSD), protective cases, asset tagging and inventory, packaging materials, shipping both ways, and lifetime support for the device is standard. These items are factored into the Planning Amount cost of Tech Items.

The following limits have been placed for tech devices assigned to students and families:

- 1 computer per student
- 1 tablet per student
- 1 printer per student

### **How to Order**

Tech devices are available through the Enrichment Ordering System, and can be ordered in the same fashion as other enrichment items. For a read-only catalog of current offerings, you may visit [techstore.inspireschools.org](http://techstore.inspireschools.org).

### **Tech Center Returns**

All Tech items are the property of the school and returns should be submitted to the Tech Team. Please contact us for detailed directions on how to return items.

The school is unable to sell any enrichment/technology items to families.

For Tech Team assistance or questions, please call (626) 433-8094 or email [tech-help@inspireschools.org](mailto:tech-help@inspireschools.org).

### **Parent-Student Information Technology Acceptable Use Policy**

It is the school's mission to empower students with access to technology, information, and digital resources while fostering safe, responsible, and ethical learning environments.



We are committed to upholding important security, privacy, and safety regulations, protocols, and standards. Users of school devices, networks, accounts, and other resources must adhere to school policies. Users must comply with local, state, and federal laws, regulations and ordinances. Failure to adhere to these policies or laws, regulations, or ordinances may result in discipline, legal action, or other remedies determined to be within the rights of the school. Relevant laws and regulations include (but are not limited to):

- The Family Educational Rights and Privacy Act (FERPA)
- Children's Internet Protection Act (CIPA)
- Individuals with Disabilities Education Act (IDEA)
- Children's Online Privacy Protection Act (COPPA)
- Health Insurance Portability and Accountability Act (HIPAA)

The school shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student's online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying. Students are expected to follow safe practices when using school technology.

#### **DEFINITIONS:**

1. School, Organization, and or We – The Cottonwood School and its subsidiaries, programs, and divisions
2. ITD - Inspire Charter Services Information Technology Department
3. You, Your, and or I - The parent/guardian, student, and signer of this Acceptable Use of Technology Policy
4. Resources - Devices, systems, services or networks owned, operated or issued by the school
5. User - Any person(s) accessing or utilizing school resources that is not a resource operator
6. AUP - Parent/Student Information Technology Acceptable Use Policy

#### **USER RESPONSIBILITIES:**

Access to school technology, resources, and support is a privilege that offers a wealth of educational benefits. To maintain these privileges, all users must agree to learn about and comply with all information within this Acceptable Use Policy (AUP) document.

1. You agree to learn about and comply with all the information outlined in this AUP document.
2. Persons to whom items are assigned are expected to exercise reasonable care to protect those items against damage, loss and theft. "Reasonable care" is defined as:
  - a. Never leaving items unattended
  - b. Never lending, giving or releasing items to a person other than an authorized school employee, such as a Tech Team member
  - c. Never removing protective accessories or features (e.g. cases, bumpers)
  - d. Keeping items away from dangerous conditions (e.g. liquids, heat sources, unstable surfaces or items) and preventing actions which promote damage beyond normal wear

and tear

- e. Maintaining student supervision by parent/guardian during access and usage
3. You must immediately report damaged, lost or stolen items/resources. Items reported stolen or missing will require a police report.
4. Parents/guardians are expected to provide supervision and monitor device/Internet access and usage.
5. You are expected to make a reasonable effort to protect your passwords, information and data.
6. You must safeguard internal safety and security policies, such as authentication methods and password conventions.
7. You are obligated to notify ITD of continued access to resources beyond student departure (e.g. withdrawal, graduation, expulsion) in the event ITD has not contacted you to do so.
8. Items, devices and resources issued by the school are school property and must be returned or relinquished to the school upon request.

The Cottonwood School advises students:

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

#### **ACCEPTABLE USE OF ICS RESOURCES BY USERS:**

1. All school-issued technology and accounts are intended solely for educational use by the person authorized to use the technology and account.
2. When sharing or exposing personal information or data online, extreme caution should be exercised.
3. Any information or communication accessible via any school network should be assumed as private property.
4. The school reserves the right to verify whether specific uses of school technology or networks are consistent with this acceptable use policy.
5. The school is bound by certain licensing agreements. Users must comply with those agreements.
6. Educational and instructional use as related to the school only.

#### **UNACCEPTABLE USE OF SCHOOL RESOURCES:**

1. All commercial or for-profit usage is prohibited.
2. The access, use or transmission of objectionable material (e.g. materials that are obscene, bullying, profane, lewd, threatening, disrespectful, hateful, pornographic) is prohibited.
3. Violation of any local, state or federal laws, regulations or ordinances as well as School, board or administrative policies are prohibited. Example: Federal copyright laws ([Title 17](#), USC)

4. Any attempt to circumvent ICS security measures, content filters or access restricted resources is prohibited.
5. All malicious and nefarious activities are prohibited. Examples include (1) unauthorized trespassing or infiltration of a network or device, (2) the intentional distribution of malware, (3) any attempt to deny a remote service. Malicious actors may also be in violation of *California's unauthorized computer access law, Penal Code 502(c) PC*.
6. The intentional collection, mining or uncovering of personal information, files, passwords belonging to a user other than yourself is prohibited.
7. Publicly advertising internal authentication methods and/or password conventions.
8. Impersonation of any user other than yourself is prohibited.
9. Unauthorized falsification or modification of any school records is prohibited.
10. The collection or transmission of personal information (e.g. home address, phone number, personal email) which may be useful to identify an individual without written consent is prohibited.
11. Political lobbying or advertising is prohibited.
12. Unauthorized maintenance, service, repairs, or upgrades are prohibited. School-owned or operated resources must be maintained by ITD or authorized third parties.

#### **EXPECTATION OF PRIVACY:**

For email, networks, systems and other resources owned or operated by the school, users should have no expectation of privacy. The school reserves the right to manage and monitor all aspects of its own resources. The following are examples of actions which may be performed for reasons deemed legitimate by the school:

1. Obtain emails, messages and their attachments transmitted to or through school-owned or operated email systems
2. Monitor an individual's use of school-owned resources
3. Locate or track the location of a school-owned resource
4. Confiscate, search, disable or wipe any school-owned device, item or their contents/data

Personal devices are private. The ITD does not and will not access personal devices.

#### **CYBERBULLYING:**

Cyberbullying is the use of technology resources to willfully harm either a person or persons through electronic systems (e.g. texts, photos, videos, messages, and social media). Cyberbullying is prohibited. Examples of this behavior include but are not limited to:

1. Transmitting false, cruel, hateful or embarrassing information or media targeting others
2. Creating posts or websites that have stories, cartoons, pictures, or jokes ridiculing others
3. Unauthorized access to any resource (e.g. social media, email) for purposes of downloading or transmitting vicious or embarrassing materials
4. Engaging someone in electronic communication, tricking that person into revealing sensitive personal information and transmitting that information or media to others
5. Posting a student picture without their permission
6. The use of derogatory comments, including those regarding race, age, gender, sexual

orientation, religion, ability, political persuasion, body type, physical, or mental health.

### **STUDENT DEPARTURE:**

1. Upon student departure (e.g. withdrawal, graduation, or expulsion) from the school, all issued items must be returned within 30 days. Contact the ITD for a schedule of mobile return locations or request prepaid return labels.
2. For information regarding technology returns, please review our *ICS Tech Center and Issued Technology Agreement* or contact ITD.

### **CONTACT INFORMATION:**

Inspire Charter Services Information Technology Department

Phone: (626) 433-8094

- Email: [tech-help@inspireschools.org](mailto:tech-help@inspireschools.org)
- Submit a Request: [inspireschools.teamwork.com/support](https://inspireschools.teamwork.com/support)

### **DISCLAIMER & ACKNOWLEDGEMENTS:**

1. The school reserves the right to modify its policies at any time.
2. All items, devices, and resources issued by the school are school property. School property must be returned or relinquished to the school upon request or departure from the school.
3. The school reserves the right to issue penalties (e.g. denial of access to resources, withholding of transcripts) or seek legal remedies in response to non-compliance.
4. Access to school technology, resources and support is a privilege, not a right. These privileges are offered at the discretion of the school.
5. The school will not be held liable for the information or data retrieved, stored, or transmitted by means of the school-owned or operated resources, devices, networks, or systems.
6. Users should not have an expectation of privacy in the use of school resources, email, systems, or networks.
7. Illegal activities performed using school devices, networks, and systems may be reported to the proper authorities when discovered.
8. The school will not be held responsible for losses or damages suffered by any user, including loss of data, interruption of service, delays, or non-deliveries.
9. School issued property reported as lost, missing or stolen may be remotely tracked, located and/or disabled at the discretion of the school.
10. The school may confiscate and search any school technology.
11. The school is not in any way an Internet Service Provider.
12. The school shall ensure that all school computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. While the school is able exercise reasonable control over content created and purchased by the school, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the school nor its staff shall be

responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence.

**USER AGREEMENT:**

I have read, understand, and will abide by the above PARENT/STUDENT ACCEPTABLE USE OF TECHNOLOGY POLICY while using any school technology and other electronic resources issued, owned or operated by the school I further understand that any violation of the policies above are considered unethical and in some cases may constitute a criminal offense. Should I violate any of the policies outlined in this agreement, I understand my access to any school resource may be limited or revoked, and disciplinary and or legal action may be taken.

**BY SIGNING** THE PARENT/STUDENT HANDBOOK SIGNATURE OF RECEIPT AND ACKNOWLEDGEMENT SECTION, **PARENT(S)/GUARDIAN(S) & STUDENT AGREE THEY** HAVE READ, UNDERSTOOD, AND ACCEPT THE TERMS WITHIN THIS PARENT/STUDENT ACCEPTABLE USE OF TECHNOLOGY POLICY.

## Non-Compliance Policy

The Cottonwood School is committed to ensuring students are appropriately engaged in learning, particularly as it correlates to attendance reporting. After the Non-Compliance Process has been seen through, it may be determined that Independent Study is not the best educational placement for the student and as such, the student may be Administratively Withdrawn.

The purpose of The Cottonwood School Governing Board approving this Non-Compliance Policy is to accomplish the following:

1. Outline the Non-Compliance Process
2. Outline the Student's Responsibility to complete Work/Progress, Assignments/Work Samples, and/or Student Activity Logs
3. Outline the Parent's and Student's Responsibility to Schedule and Attend Monthly Learning Periods
4. Establish Communication Requirements for the Home School Teacher (HST).
5. Outline the Non-Compliance Procedures
6. Outline the Procedures for the HST when sending the First Non-Compliance Letter
7. Outline the Procedures for the HST when sending the Second Non-Compliance Letter
8. Outline the Procedures for the Administrative Conference Call
9. Establish the Non-Compliance Timeline/Checklist

1. **Non-Compliance Process:** The school's Non-Compliance Process can be engaged if a student/family is found to have one or more of the following:
  - Two (2) missing assignments during any period of twenty (20) school days
  - One or more missing Work Samples
  - One or more missing Student Activity Logs (Attendance Logs)
  - Missed or not scheduled one or more monthly learning period or other meetings.
  - Has not responded to their Homeschool Teacher after three sets of attempts (phone and email) over the course of six school days.

2. **Student Work/Progress, Assignments/Work Samples, Student Activity Logs:** It is required that all Homeschool Teachers (HSTs) review and affirm student learning and collect Student Activity Logs and Work Samples every twenty school days. It is also required that all HQTs, monitor work completion and progress for High School Students, if using an HQT. When any pupil fails to complete two (2) assignments during any period of twenty (20) school days, or has missed one or more work samples, the HST should then start the Compliance Process.

3. Acceptable Work Sample Criteria:

- Original or scanned PDF version
- Demonstrates neat and organized work
- Demonstrates a good reflection of your child's learning and abilities
- Includes student's name and date in the top right-hand corner
- The sample needs to be completed and dated within the collection Learning Period
- Must be non-sectarian (non-religious)

- Photographs must include a summary from the student's perspective
- Samples may be typed or handwritten by the student. Younger students may dictate to the parent to write or type for them

Non-Compliant Work Samples Include:

- Missing student first and last name
- Scanned documents that are difficult to read or are very light
- A scanned or printed document of a certificate of completion or report from an online learning platform
- Samples completed and dated not within the Learning Period
- A photograph which does not include the student's summary of the project/concept
- Incomplete worksheets or work

4. **Monthly Learning Period or Other Meetings:** It is the parent's and student's responsibility to make every effort to schedule and attend monthly learning period meetings every twenty school days. If the meeting is not successfully scheduled or held after two or more attempts it

could be determined that the family has not met the school's meeting expectations and the HST should start the Non-Compliance Process.

5. **Communication Requirements of the Home School Teacher:** HSTs will keep positive and open lines of communication with each family. HSTs will follow a communication pattern with a pairing of a phone call, email message, and document in Contact Manager. If an initial communication pair (#1) is not responded to within two school days, the HST will attempt to reach the family again with another communication pair (#2). If the second communication pair is not successful, the HST will attempt a third communication pair (#3) and start the Compliance Process by sending Non-Compliance Letter #1.

6. **Non-Compliance Procedures:** The compliance procedure can include two compliance letters and one Administrative Conference call. If after the Administrative Conference call the student fails to meet expectations, the student will be withdrawn from the school for at minimum, one academic school year.

7. **First Non-Compliance Letter:** Should any of the items listed in the Non-Compliance Process occur and there have been three Communication Pairs attempted, upon the third attempt, the HST will:

- Send Non-Compliance Letter #1 to the family via certified mail.
- Document date letter was sent, issue, and tracking number in Contact Manager
- Remind student/family of the appropriate sections of the Master Agreement and Parent- Student Handbook that specifically address the issue/concern.
- Talk with the family to see what the issues/concerns are on both sides as well as develop a plan to support the student and resolve any issues.
- Hold all Instructional Funds until the family is compliant.

- 8. Second Non-Compliance Letter:** Without satisfactory resolution or response to the issues described in the Non-Compliance Letter #1 within five school days, the HST will:
- Attempt to call and email the family (Communication Pair #4)
  - Determine a day and time to schedule an Administrative Conference Call with the parent(s)/guardian(s), HST, and Sr. Director, to be specified in Non-Compliance Letter #2. Date should be no sooner than the 6<sup>th</sup> school day from the date of the letter.
  - Send Non-Compliance Letter #2 to the family via certified mail.
  - Document date letter was sent, issue, and tracking number in Contact Manager
  - Remind student/family of the appropriate sections of the Master Agreement and Parent-Student Handbook that specifically address the issue/concern.

Letter #2 gives the family the opportunity to communicate and work with their HST to address and problem-solve the issues of concern. Should the family fail to communicate to their HST within five school days from the date the letter was sent, the parent/guardian must either communicate and resolve the indicated issues with their HST or attend the Administrative Phone Conference as scheduled in the letter.

- 9. Administrative Conference Call:** Without satisfactory resolution to the issues/concerns, the HST will:

- Send out a conference call number to all participants.
- Attempt to remind/confirm the parent/guardian of the call via phone and email. Document the communication in the Contact Manager.
- Document date the Administrative Conference Call was held including a brief summary of the outcome in the Contact Manager.

A team composed of Parent(s)/Guardian(s), HST, and a Director must be present on the Administrative Conference Call. During this time the team will work towards resolution of the issues/concerns as well as determine if this is the best placement for the student. School Administration may determine the following:

- Independent Study is in the best interest of the student.
- The need to place the student on a student improvement plan.
- The need to implement different strategies to collect compliance documents (Student Activities Logs and or Work Samples).
- Determine that it is not in the student's best interest to remain in our independent study program.

If the Administration finds that this is not in the best interest of the student to remain in independent study, then the student shall be withdrawn from the school by following the procedures in the school's withdrawal policy.

If the student or parent does not attend the Administrative Conference Call, the student could be withdrawn from the school by following the procedures in the school's withdrawal policy.



**10. Non-Compliance Timeline/Checklist:**

- Concern/Issue Arises
  - The HST will Call & Email Family (Communication Pair #1)\*
- Wait 2 School Days
- Resolution – Stop Process
- If No Resolution Continue
  - The HST will Call & Email Family (Communication Pair #2)\*
- Wait 2 School Days
- Resolution – Stop Process
- If No Resolution Continue
  - The HST will Call & Email Family (Communication Pair #3) + Send Non-Compliance Letter #1 (Certified Mail) Hold Instructional Funds\*
- Wait 5 School Days
- Resolution– Stop Process
- If No Resolution Continue
  - The HST will Call & Email Family (Communication Pair #4) + Send Non-Compliance Letter #2 that includes Administrative Conference Call (Certified Mail)\*
- Wait 5 School Days
- Resolution – Stop Process
- If No Resolution Continue
  - The HST will Hold Administrative Conference Call and determine best course of action\*
- Follow school withdrawal policy, if applicable\*

**11. Notice of Decision and Opportunity to Request a Hearing Prior to Removal**

Once the evaluation to determine whether independent study is in the student’s best interests is complete, if it is determined that it is not in the best interest of the student to remain enrolled in the independent study program, the Parent(s) shall be notified in writing of the Charter School’s intent to remove the student as it is not in their best interest to remain in independent study. The Notice shall be in the native language of the Parent(s) and provided no less than five (5) schooldays before the effective date of student’s removal. The Notice shall include the following:

- 1) The School’s intent to remove the student as it is not in their best interest to remain in independent study.
- 2) The opportunity of the Parent(s) to request a hearing. Parent(s) (or the student if over 18) must submit the request for hearing writing within five (5) calendar days from the date of the Notice.

- 3) If Parent(s) or student over 18 requests a hearing:
  - a. Within five (5) calendar days of the school receiving a request for a Non-Compliance Hearing, a written notice explaining the charges against the student and an explanation of the student's rights will be sent.
  - b. The Non-Compliance Hearing will be adjudicated by a neutral officer. Parents/students will have the opportunity to present testimony, evidence, witnesses, and cross examine adverse witnesses. Parents/Students have the right to bring legal counsel or an advocate.
    - i. If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known district of residence within thirty (30) calendar days.
    - ii. A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy occur or re-occur.
- 4) If no hearing is requested, the student shall be removed from the school on the date listed on the notice.

\*Document in Contact Manager

## Work Samples

To meet California Independent Study Guidelines, Work Samples will be required and collected at the end of each Learning Period. Students are required to submit work samples as requested by their Homeschool Teacher to demonstrate and document student learning. Failure to provide work samples may jeopardize your child's enrollment status at the school.

Acceptable Work Sample Criteria:

- Original or scanned PDF version
- Demonstrates neat and organized work
- Demonstrates a good reflection of your child's learning and abilities
- Includes student's name and date in the top right-hand corner
- The sample needs to be completed and dated within the collection Learning Period
- Must be non-sectarian (non-religious)
- Photographs must include a summary from the student's perspective
- Samples may be typed or handwritten by the student. Younger students may dictate to the parent to write or type for them

Non-Compliant Work Samples Include:

- Missing student first and last name
- Scanned documents that are difficult to read or are very light
- A scanned or printed document of a certificate of completion or report from an online learning platform
- Samples completed and dated not within the Learning Period
- A photograph which does not include the student's summary of the project/concept
- Incomplete worksheets or work

## Testing & Assessment

Assessment data is critical to our school. Essentially, assessments are one indicator of student learning. Using assessment data is not only a healthy thing to do internally as a school community, but also a required part of the WASC accreditation process and the charter renewal process.

WASC accreditation shows that a school has met and is maintaining a high level of standards. Furthermore, having WASC accreditation validates the integrity of the school's program for transfer students and transcripts for university acceptance. Many of our families put great value on WASC accreditation. In order to receive WASC accreditation, a school must go through a rigorous process of describing, demonstrating, and evaluating its instructional program through a school-wide action plan.

It is a wonderful accomplishment for a school to be accredited, but the work is not finished. Maintaining accreditation is an ongoing cycle of managing change and improvement through regular assessment, planning, implementing, monitoring and reassessing.

Assessment data is also an important piece in our charter renewal process. All charter schools are authorized by a sponsoring school district. The authorizer is granting permission to the petitioning

organization to make their own independent decisions and operate their own school. In return, the charter school needs to demonstrate compliance with the essential terms of the charter, which include Ed Code, student achievement, governance, reporting requirements, etc. Our school must remain in good standing with each authorizer. Without authorization, we have no charter! Authorizers gauge compliance and achievement with assessment data. Scores at the individual student level are never shared, and privacy of student names is maintained according to federal laws that protect students.

It is very important to the school that all students participate in school-wide assessment. We do our very best to listen to the needs of parents and students. We hope this year there are positive changes for you and your child with the different assessments.

## **State Standardized Tests – California Assessment of Student Performance and Progress (CAASPP)**

As students of a public charter school, our students participate in the following state standardized tests:

- Grades 3 – 8 and 11: Smarter Balanced Assessment Consortium (SBAC)
- Grades 5, 8, and one time in High School during the year of their last science course: California Standards Test for Science (CAST)
- Grades 5, 7 and 9: Physical Fitness Test (PFT)
- ELPAC: English Language Proficiency Assessments for California (English Learners only)

Participation rates are critical to the success of our school. A public school is required to achieve a participation rate of 95% on any state testing. If a school has less than 95% of its students participate in any assessment, the school receives an academic performance penalty by the state of California.

School staff administers all state standardized tests at facilities located within driving distance of your home. A testing schedule will be provided to you from your teacher. Individual student performance results on statewide achievement testing are available to parents that would like a copy through our Parent Portal.

Often our families have questions or concerns about the SBAC/CAST assessments. We want our families to feel informed about assessments so they are prepared and feel more comfortable partaking. We also ask that you work closely with your teacher so your student can be assigned any designated supports that would help them during their testing session.

## **ELPAC: Testing for English Language Learners**

California state law requires that the English Language Proficiency Assessments for California (ELPAC) be given each year to English Learners. The ELPAC is a test that measures how well a student can listen, speak, read, and write in English. The purpose of ELPAC is to ensure all students receive adequate support to succeed.

New students that have declared another language besides English on their home language survey must be assessed. This includes TK students. Students that have been previously designated as English

Learners at another public school (even if it was years ago) must be tested by law every year until they reach a level of proficiency and are reclassified. At that point, they will no longer need to take the test.

### **Internal Diagnostic: Star 360**

Our school believes that ongoing assessments will help to inform instructional practices. The Star 360 is not designed to find flaws, but rather to build strength and skills necessary to become successful in the student's educational career.

We chose Star 360 because of its adaptive and non-adaptive nature and the diagnostic tool pinpoints students' needs down to the sub-skill level. Star 360 provides data-driven insights and support for successful implementation of standards. The school will provide the parents with the results of Star 360, so the parent and teacher can work together to create a personalized learning plan for each student.

Assessments allow our teachers to monitor student growth and performance. The questions will automatically change the level of difficulty, thus "adaptive," based on student response patterns. The non-adaptive paper and pencil version of Star 360 will allow students to show mastery in standards over the course of the year and we can still measure growth and use these assessments to drive our instruction.

Star 360 Testing will occur up to three times a year, once in the fall, winter, and spring of each year.

### **COVID-19**

As a non-classroom-based independent study school, the school's academic model is in line with Distance Learning Guidance provide by the California Department of Education. The school continues to provide homeschooling families with a variety of curriculum delivery options, including online instruction courses led by credentialed teachers, offline courses, and virtual courses that employ built-in accommodations, teacher support, performance tasks, and progress monitoring. Families select the combination of systems that best suit student learning needs and interests. We ensure students are engaged in appropriate educational activities on instructional days, assess the time value of independent work, and the quality of contemporaneous work samples.

## Records Department

The Records Department supports families by maintaining student records and will process requests for various documents such as work permits, enrollment verification, report cards, and transcripts.

Document Requested	Expected Time of Processing
Work Permit	2-3 Business Days
Enrollment Verification	2-3 Business Days
Copies of Grades & Official/Unofficial Transcripts	3-5 Business Days
Copies of CUME (Student Records)	3-5 Business Days

## Work Permits

There are two types of work permits: Entertainment and Non-Entertainment

- **Entertainment Work Permits** are obtained from the entertainment industry employer, filled out, and sent to [records@inspireschools.org](mailto:records@inspireschools.org)
- **Non-Entertainment Work Permits** are different. Before the Records Department can fill out a regular work permit, the employer needs to provide the student a **B1-1** permit (think of this as the permit to attain a permit). This is important because it tells our department where the student wishes to work. Once the **B1-1** permit is sent to [records@inspireschools.org](mailto:records@inspireschools.org), one of our Records specialists will fill it out and provide a **B1-4** at the same time. The **B1-4** is the actual permit.

## Concurrent, College Enrollment

For all concurrent, college enrollment requests, please send applications and inquiries to your Guidance Counselor. There is a minimum five business day turnaround for these applications, so please plan accordingly.

## Student Mental & Physical Health

The school is committed protecting the health and well-being of all Cottonwood School students, including vulnerable youth populations, by having procedures in place to prevent, assess the risk of, intervene in, and respond to suicide and self-harming behavior. Vulnerable youth populations include LGBTQ (lesbian, gay, bisexual, transgender, questioning) youth, youth living with mental and/or substance use disorders, youth who engage in self-harm or have attempted suicide, youth in out-of-home settings, youth experiencing homelessness, American Indian/Alaska Native youth or youth that identify with other racial minority groups, youth bereaved by suicide and youth living with medical conditions and disabilities.

The Cottonwood School recognizes that:

- a) Physical, behavioral, and emotional health is an integral component of a student's educational outcome
- b) Further recognizes that suicide is a leading cause of death among young people
- c) The school has an ethical responsibility to take a proactive approach in preventing deaths by suicide
- d) Acknowledges the school's role in providing an environment which is sensitive to individual and societal factors that place youth at greater risk for suicide and one which helps to foster positive youth development. In recognition of the need to protect the health, safety and welfare of its students, to promote healthy development, to safeguard against the threat or attempt of suicide among school aged youth, and to address barriers to learning, The Cottonwood School has adopted a policy, which corresponds with and supports other federal, state and local efforts to provide youth with prevention education, early identification and intervention, and access to all local resources to promote health and prevent personal harm or injury.

## Suicide Prevention Policy

The school's Suicide Prevention Policy can be found on the school website under Boards and Board Policies.

With the intention of creating a safe and nurturing educational entity that minimizes suicidal ideation in students, we also recognize our duty to protect the health, safety, and welfare of our students, and aim to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide. These safeguards include ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. Because the emotional wellness of students greatly impacts learning, motivation, and educational success, the current policy shall be paired with other policies that support the emotional and behavioral wellness of students.

The school's policy is based on research and best practices in suicide prevention, and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or "place the idea in someone's mind." In an attempt to reduce suicidal behavior and its impact on students and families, the school has

developed strategies for suicide prevention, intervention, and postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies shall include professional development for parents/guardians, caregivers, students, and school personnel who regularly interact with students or serve in a position to recognize the risk factors and warning signs of suicide.

## **Title IX, Harassment, Intimidation, Discrimination, And Bullying Policy**

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

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

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

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



## **Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):**

Cindy Garcia  
7006 Rossmore Lane, El Dorado Hills, CA 95762  
Email – Cindy.garcia@cottonwood.school  
Phone Number – (530) 285-2578

### **Definitions**

#### **Prohibited Unlawful Harassment**

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

#### **Prohibited Unlawful Harassment under Title IX**

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. § 106.1 *et seq.*) and California state law prohibit discrimination and harassment on the basis of sex. In accordance with these existing laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution’s admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by The Cottonwood School.

The Cottonwood School is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

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

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

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
  
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
  
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

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

## Prohibited Bullying

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

1. Placing a reasonable student<sup>1</sup> or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable student to experience a substantial interference with his or her academic performance.
4. Causing a reasonable student to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by The Cottonwood School.

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

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

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
  - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
  - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
  - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student

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<sup>1</sup> "Reasonable student" is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

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

**Formal Complaint of Sexual Harassment** means a written document filed and signed by a complainant who is participating in or attempting to participate in The Cottonwood School’s education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that The Cottonwood School investigate the allegation of sexual harassment.

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

### **Bullying and Cyberbullying Prevention Procedures**

The Cottonwood School has adopted the following procedures for preventing acts of bullying, including cyberbullying.

#### **1. Cyberbullying Prevention Procedures**

The Cottonwood School advises students:

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

The Cottonwood School informs Charter School employees, students, and parents/guardians of The Cottonwood School’s policies regarding the use of technology in and out of the

classroom. The Cottonwood School encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

## **2. Education**

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

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

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

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

## **3. Professional Development**

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

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

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

- Decreased self-esteem

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

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

The Cottonwood School encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for The Cottonwood School’s students.

### **Grievance Procedures**

#### **1. Scope of Grievance Procedures**

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

- a. Are written and signed; unless the complainant is unable to put the complaint in writing, due to conditions such as a disability or illiteracy, the School will assist the complainant in the filing of the complaint.
- b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this part, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- c. Submitted to The Cottonwood School UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

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

#### **2. Reporting**

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

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

Cindy Garcia  
7006 Rossmore Lane, El Dorado Hills, CA 95762  
Email – [Cindy.garcia@cottonwood.school](mailto:Cindy.garcia@cottonwood.school)  
Phone Number – (530)285-2578

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

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

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

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

The Cottonwood School prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

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

### 3. Supportive Measures

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

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

### 4. Investigation and Response

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of The Cottonwood School, the Coordinator (or administrative designee) will promptly initiate an investigation. If a complaint is against the Coordinator, that complaint must be investigated/resolved by another administrator who holds a position above the Coordinator or by a member of the Board. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator (or administrative designee) determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator (or administrative designee) will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, the Coordinator (or administrative designee) will not reveal confidential information related to other students or employees.

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

- Notice of the Allegations
  - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:



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

- The Cottonwood School will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
  - The decision-maker will not be the same person(s) as the Coordinator or the investigator. The Cottonwood School shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
  - In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
  - The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
  - The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
  - A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
  - Prior to completion of the investigative report, The Cottonwood School will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
  - The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
  - If the investigation reveals that the alleged harassment did not occur in The Cottonwood School's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable The Cottonwood School policy.
  - The Cottonwood School may dismiss a formal complaint of sexual harassment if:
    - The complainant provides a written withdrawal of the complaint to the Coordinator;
    - The respondent is no longer employed or enrolled at The Cottonwood School; or
    - The specific circumstances prevent The Cottonwood School from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
  - If a formal complaint of sexual harassment or any of the claims therein are dismissed, The Cottonwood School will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility

- The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
- The Cottonwood School will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
  - The allegations in the formal complaint of sexual harassment;
  - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
  - The findings of facts supporting the determination;
  - The conclusions about the application of The Cottonwood School's code of conduct to the facts;
  - The decision and rationale for each allegation;
  - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
  - The procedures and permissible bases for appeals.

## **5. Consequences**

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

## **6. Right of Appeal**

Should the reporting individual find The Cottonwood School's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of The Cottonwood School's decision or resolution, submit a written appeal to the President of The Cottonwood School Board, who will review the investigation and render a final decision.

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

- The complainant and the respondent shall have the same appeal rights and The Cottonwood School will implement appeal procedures equally for both parties.
- The Cottonwood School will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

## **7. Recordkeeping**

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

The Cottonwood School will maintain the following records for at least seven (7) years:

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

## Suspension & 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 non-charter 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, expulsions, and involuntary removals and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

Consistent with this Policy, it may be necessary to suspend or expel a student from the Charter School. This policy shall serve as the Charter School's policy and procedures for student suspension, expulsion and involuntary removal and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. 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 annually as part of the school's parent, student and teacher handbooks and will clearly describe discipline expectations regarding school rules, attendance, substance abuse, violence, safety, and dress code. Each family will be required to verify that they have reviewed and understand the policies prior to enrollment by signing a statement at the beginning of each academic year.

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

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

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

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow

all applicable federal and state laws including but not limited to the applicable provisions of the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. Additional detail follows below.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent, guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

#### **A. Grounds for Suspension and Expulsion of Students**

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time 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; or d) during, going to, or coming from a school-sponsored activity.

#### **B. Enumerated Offenses**

1. Discretionary Suspension Offenses. Students may be suspended when it is determined the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, 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, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- 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 the student's own prescription products by a student.
- 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. This section shall only apply to students in any of grades 9-12, inclusive.
- l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- 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) 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.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "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 policy, "hazing" does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "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 their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, 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 provision shall apply to pupils in any of grades 4 to 12, inclusive.
  - s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to pupils in any of grades 4 to 12, inclusive.
  - t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.
  - u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
  - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with their academic performance.
  - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:



- i. A message, text, sound, video or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. An act of cyber sexual bullying.
    - a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- 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)(a)-(b).
  - x) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student 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 principal or designee’s concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, 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, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- 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 a student's own prescription products by a student.
- 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) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) 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.

- m) 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.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or pre-initiation 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 policy, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “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 their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, 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 provision shall apply to pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or

harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
- iii. Causing a reasonable student to experience substantial interference with their academic performance.
- iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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

- i. A message, text, sound, video or image.
- ii. A post on a social network Internet Web site including, but not limited to:
  - a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
  - b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
  - c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. An act of cyber sexual bullying.
  - a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or

sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

- b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u) 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 (3)(a)-(b).

v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student 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 Director or designee’s concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee’s concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or 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, onto campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

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.

### **C. Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

#### **1. Conference**

Suspension shall be preceded, if possible, by a conference conducted by the Director or the Director’s designee with the student and the student’s parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Director or designee.

The conference may be omitted if the Director or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). 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 Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

#### **2. Notice to Parents/Guardians**

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

### 3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of Expulsion by the Director or Director's designee, the pupil and the pupil's parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference. This determination will be made by the Director or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

### 4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

### **D. Authority to Expel**

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be

expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Board of Directors as needed. The Administrative Panel shall 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. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

#### **E. Expulsion Procedures**

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

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the Pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

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

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School'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 and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.



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

The Charter School 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 that shall be examined only by the Charter School 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 their right to (a) receive five days' notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness 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 entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity 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 entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness 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 entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness 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 entity 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 their discretion to remove a person from the hearing whom they believe 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 public at the request of the pupil being expelled, the complaining witness shall have the right to have their 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 entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

#### **G. Record of Hearing**

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

#### **H. Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel 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 their testimony heard in a session closed to the public.

#### **I. Expulsion Decision**

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, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion 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, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

#### **J. Written Notice to Expel**

The Director or designee, 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 and the student's parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) 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 Charter School.

The Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

#### **K. Disciplinary Records**

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

#### **L. No Right to Appeal**

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

#### **M. Expelled Pupils/Alternative Education**

Parents/guardians of students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

#### **N. Rehabilitation Plans**

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

**O. Readmission or Admission of Previously Expelled Student**

The decision to readmit a student after the end of the student’s expulsion term or to admit a previously expelled pupil from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student’s expulsion term, shall be in the sole discretion of the Board following a meeting with the Director or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil’s readmission is also contingent upon the Charter School’s capacity at the time the student seeks readmission or admission to the Charter School.

**P. Notice to Teachers**

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

**Q. Involuntary Removal for Missed Assignments**

In accordance with Education Code Section 51747 and the Charter School’s Board policy on independent study, after two (2) missed assignments, an evaluation is held to determine whether it is in the best interest of the student to remain in independent study. If it is determined that it is not in the student’s best interest to remain in independent study, the Charter School may involuntarily remove the student after the Charter School follows the requirements of the Missed Assignment Policy and only after providing notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal as forth herein. Students who are involuntarily removed for truancy shall be given a rehabilitation plan and shall be subject to the readmission procedures set forth herein

**R. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities**

1. Notification of District

The Charter School shall immediately notify the District and coordinate the procedures in this policy with the District of the discipline of any student with a disability or student who the Charter School or District would be deemed to have knowledge that the student had a disability.

## 2. Services During Suspension

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

## 3. Procedural Safeguards/Manifestation Determination

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

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

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

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

- a. Conduct a functional behavioral assessment, and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

- c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

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

#### 4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

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

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

#### 5. Special Circumstances

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

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

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

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

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

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

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

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

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

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

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

## **Grievance Policy and Procedure**

Our school is committed to achieving student/family satisfaction. The following procedure was developed to ensure that student, family and staff grievances are addressed fairly by the appropriate persons in a timely manner. Discrimination against students/families on the basis of ethnicity, sex, ancestry, physical or mental disability, race, color, gender, national origin, sexual orientation, religion or any other protected characteristic is prohibited.

The parent/guardian will address in writing any concern or grievance initially with the student's Homeschool Teacher and supervisor. Both Homeschool Teacher and supervisor will respond within ten school days.

If the concern or grievance is not resolved, the parent/guardian may, within ten school days, request a meeting with school leadership to discuss the concern or grievance. The school leadership will investigate and respond within 10 school days. A written email and letter will be sent to the family that will address the concern and outcome.

## **Family Educational Rights and Privacy Act (FERPA)**

The Family Educational Rights and Privacy Act ("FERPA") affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 5 business days after the day the Charter School receives a request for access. Parents or eligible students should submit to the Charter School Principal or designee a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the Charter School to amend a record should write the Charter School's Principal or designee, clearly identify the part of the record they want changed and specify why it should be changed. If the Charter School decides not to amend the



record as requested by the parent or eligible student, the Charter School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing. If the Charter School decides to amend the record as requested by the parent or eligible student, the Principal must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

3. The right to provide written consent before the Charter School discloses personally identifiable information ("PII") from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to Charter School officials with legitimate educational interests. A Charter School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Charter School's Board of Directors. A Charter School official also may include a volunteer or contractor outside of the Charter School who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another Charter School official in performing their tasks. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Upon request, the Charter School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled, if the disclosure is for purposes of the student's enrollment or transfer.

Note that Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

5. The right to request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

FERPA permits the disclosure of PII from student's education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations.

Except for disclosures to Charter School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the Charter School to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A Charter School may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student to the following parties:

1. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at his/her last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by Charter School for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by Charter School; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by Charter School with respect to that alleged crime or offense. Charter School discloses the final

results of the disciplinary proceeding regardless of whether Charter School concluded a violation was committed.

~~FERPA requires that the Charter School, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, the Charter School may disclose appropriately designated "directory information" without written consent, unless you have advised the Charter School to the contrary in accordance with the Charter School procedures. The primary purpose of directory information is to allow the Charter School to include information from your child's education records in certain school publications. Examples include:~~

- ~~• A playbill, showing your student's role in a drama production;~~
- ~~• The annual yearbook;~~
- ~~• Honor roll or other recognition lists;~~
- ~~• Graduation/Culmination programs; and~~
- ~~• Sports activity sheets, such as for wrestling, showing weight and height of team members.~~

~~"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. disclosed to any outside requestors, except those who intend to use the information for commercial purposes, without additional notice to parents/guardians unless the parent/guardian "opts out" of such disclosures, in writing. However, the Charter School's policy is to not release directory information to any outside requestor, for any purpose, without specific prior parent/guardian consent in each situation.~~

~~The Charter School has designated the following information as directory information:~~

- ~~• Parents'/guardians' names~~
- ~~• Address~~
- ~~• Electronic mail address~~
- ~~• Dates of attendance~~
- ~~• Degrees, honors, and awards received; and~~
- ~~• The most recent educational agency or institution attended~~

~~Charter School may disclose the personally identifiable information that it has designated as directory information without a parent's prior written consent. The Charter School has designated the following information as directory information:~~

- ~~1. Student's name~~
- ~~2. Student's address~~
- ~~3. Parent's/guardian's address~~
- ~~4. Telephone listing~~
- ~~5. Student's electronic mail address~~
- ~~6. Parent's/guardian's electronic mail address~~
- ~~7. Photograph and video~~
- ~~8. Date and place of birth~~
- ~~9. Dates of attendance~~
- ~~10. Grade level~~
- ~~11. Participation in officially recognized activities and sports~~
- ~~12. Degrees, honors, and awards received~~

~~13. The most recent educational agency or institution attended~~

~~14. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)~~

~~Parents have the right to refuse to let the Charter School designate any or all of the above-referenced types of information as directory information. If you do not agree with this definition of directory information, you want the Charter School to disclose designated any or all of the above-referenced types of information as directory information from your child's education records without your prior written consent, you must notify the Charter School in writing at the time of enrollment or re-enrollment. Please notify the Principal at: [Cindy.Garcia@cottonwood.school](mailto:Cindy.Garcia@cottonwood.school) or [Jodiann.beeson@cottonwood.school](mailto:Jodiann.beeson@cottonwood.school). A copy of the complete Policy is available upon request at the main office.~~

## Signature of Receipt & Acknowledgement

By signing, you are agreeing to the policies and procedures of the Parent Student Handbook including, but not limited to:

- Registration Requirements
- Academic Expectations
- Report Cards & Grading
- Attendance
- Non-Compliance
- Work Samples
- Technology Usage
- Testing & Assessments
- Behavioral Expectations
- Planning Amounts & Learning Plans
- Academic Integrity
- Field Trip Guidelines

- COPPA Permissions

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Student Name (Print)

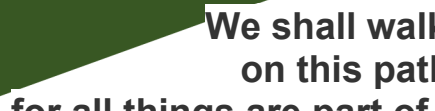
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Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Name (Print)

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date



**We shall walk together  
on this path of life,  
for all things are part of the universe and are  
connected with each other to form  
one whole unity.**

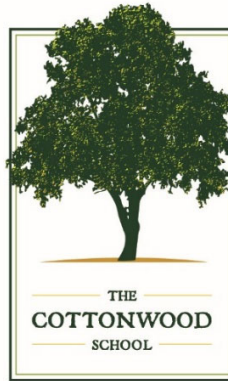
**DR. MARIA MONTESSORI**

# **The Cottonwood School**



# **Community Handbook 2020-2021**

## THE COTTONWOOD SCHOOL: COMMUNITY HANDBOOK



### **Vision and Mission**

#### VISION (The WHY)

The Cottonwood School's vision is to guide our community to love learning, to profoundly contribute to our diverse world and to lead lives of achievement.

#### MISSION (The HOW)

The Cottonwood School, influenced by Montessori principles, will provide an innovative, rigorous, self-exploring education through experiential learning, design thinking and meaningful interdisciplinary studies cultivating a growth mindset.

### **Values**

The Cottonwood School (TCS) strives to develop students who are prepared to be part of an increasing complex, demanding and competitive 21st century. In addition to being influenced by Montessori principles, TCS values the skills highlighted by the Partnership for 21st Century Skills (P-21): Communication, Collaboration, Critical Thinking, and Creativity.

#### COMMUNICATION

Students will engage in constructive, critical conversations by listening, responding, questioning and conveying ideas in diverse settings.

#### COLLABORATION

Students will engage with fellow classmates, staff and consult with community experts to increase innovation and to achieve a common goal through shared responsibility.

#### CRITICAL THINKING

Students will engage in conceptualizing, analyzing and synthesizing to draw conclusions.

#### CREATIVITY

Students will move beyond comprehension to innovate in and outside the classroom setting.

## THE COTTONWOOD SCHOOL: COMMUNITY HANDBOOK

### **WASC Accreditation**

The WASC process is designed to allow us to go through an in-depth self-study of our school, focusing specifically on organization, curriculum, instruction, assessment, and school culture. We take a close look specifically at our high school students and their success. In addition, we identify and reflect on our progress towards our school-wide learning outcomes (SLOs). The WASC cycle includes targeting our areas of strength and areas of growth and the creation of an action plan to address those areas to increase student achievement.

When a school becomes accredited, it:

- Certifies to the public that the school is a trustworthy institution of learning.
- Validates the integrity of a school's program and student transcripts.
- Fosters improvement of the school's program and operations to support student learning.
- Assures a school community that the school's purposes are appropriate and being accomplished through a viable educational program.
- WASC accreditation is important because the military often requires applicants to be from accredited schools and many school districts and universities will only accept credits from WASC accredited schools.
- Allows high school students' courses, grades, and units to be accepted at more colleges and universities after graduation.

### **Academic Program**

The Cottonwood School course of study blends Common Core, project-based learning, and 21st Century Skills with the philosophy of Montessori. Incorporating TCS values with the spiraling curriculum deepens understanding leading to student agency—where a student has a growth mindset to take charge of their own learning.

Cottonwood School students are expected to complete the courses required for graduation. Students are encouraged to pursue an internship, special project or other endeavor with the guidance of an advisor for credit towards graduation.



## THE COTTONWOOD SCHOOL: COMMUNITY HANDBOOK

### Community Meetings

In a relaxed, open environment students are able to respectfully express themselves. Community meetings support student agency through mindful engagement as a participant and through leadership development as a facilitator.

#### Facilitator's Duties

- Prepare environment (moving chairs/tables to appropriate places)
- Leads the community
- Recognize and encourage participation
- Maintain the standards of the community meeting
- Dismiss group on time
- Arrange in advance for responsible substitute in case late or absent

#### Standards for community meetings

- Acknowledgment and sharing should be addressed to the entire community
- Only contribute to the meeting when called upon by the facilitator
- Speak loudly enough for all participants to hear
- All comments should be inclusive of the community

### Advisory

Advisory is all four years with the same group of students and same advisor. Advisors help students find educational resources, assist students to target key academic learning goals, work with mentors to ensure the rigor of internships, and actively involve parents in their student's education.

### Collaboration/Garden/Personal-Reflection

Time built-in to the daily schedule allows for individual and/or small group tutorial time for students (with teacher guidance when needed).

### Field Studies

To foster agency, students are encouraged to explore their own interests by participating in week-long field studies linked to various themes and academic work. These may include mini courses, local and international trips.

### Service Learning

Service learning opportunities allow students to become knowledgeable in specific areas of interest while serving local and global communities.

**THE COTTONWOOD SCHOOL: COMMUNITY HANDBOOK**

**Graduation Requirements**

TCS Graduation Requirements	
<b>English</b>	40 credits
<b>History/Social Science</b>	
<b>World History</b>	10 Credits
<b>US History</b>	10 Credits
<b>US Government</b>	5 Credits
<b>Economics</b>	5 Credits
<b>Mathematics (must include Algebra 1)</b>	30 Credits
<b>Laboratory Science</b>	
<b>Biology</b>	10 Credits
<b>Chemistry</b>	10 Credits
<b>Physics</b>	10 Credits
<b>Visual and Performing Arts</b>	10 Credits
<b>Language Other Than English</b>	20 Credits
<b>College Preparatory Electives</b>	70 Credits
<b>Total Credits Required</b>	<b>230 Credits</b>

**By Graduation, All Students Will**

- Plan and participate in one field study a year
- Attempt an independent Design Thinking venture
- Give multiple presentations including performances to the community
- Plan and participate in service learning each year

## THE COTTONWOOD SCHOOL: COMMUNITY HANDBOOK

### Mastery Learning: Grading Scale and Rubric

Mastery learning is a form of personalized learning that supports Montessori principles. Once mastery is achieved students progress to the next level of work. Students take on the responsibility of understanding concepts. The teacher's role is to assess student understanding to provide feedback, examples and time to ensure that each student reaches the next level. Mastery learning provides clear expectations allowing students to take agency.

TCS uses a 4-point scale to assess student mastery.

<b>TCS Mastery Scale</b>		
Levels of Mastery	Scale	Description
4-Innovating	90-100	Applies learning beyond expectation
3-Proficient	76-89	Meets the expectation
2-Developing	60-75	Meets the expectation with support and guidance
1-Exploring	0-59	Surface level of understanding

### Grades

Grades are issued four times each school year. Quarter grades are “progress” grades that are not permanently recorded. Semester grades are permanent grades that are recorded. The semester grade is the total of the grade of the two quarters.

### Student-Led Conferences

To build agency, students are asked to lead conferences with their advisor and parents/guardians to evaluate their progress in Communication, Collaboration, Critical Thinking and Creativity.

## THE COTTONWOOD SCHOOL: COMMUNITY HANDBOOK

### Social Guidelines

#### **Integrity, Respect and Responsibility**

We have the confidence that all students will interact with others respectfully and with grace. If needed, students are supported by redirection towards making the necessary changes in their behavior.

The Cottonwood School has the following social guidelines

1. Spreading negative information regarding any member of the TCS community is unacceptable. If there is any way that the information can be construed as negative, harmful, or abusive the sender(s) of that information will be viewed as contributing to an unsafe school community.
2. Students are expected to conduct themselves outside of school with respect toward any member of the TCS community with the same guidelines that exist when in school.
3. Students are not allowed to take pictures, audio or video of any member of the TCS community without permission.
4. The TCS community shares the responsibility of keeping the environment orderly, clean, and operational.

Students contributing to an unsafe school community will be subject to consequences.

#### **Behavior Consequences**

TCS adheres to the CA Education Code regarding grounds for suspension and expulsion.

#### **Dress Code**

To promote unity, excellence and pride the TCS community will dress for success.

1. Students can wear tank tops as long as undergarments and/or private areas are not exposed.
2. Shorts, dresses and skirts must be length that ensures undergarments and/or private areas are not exposed.
3. Students cannot wear clothing that displays or insinuates weapons, drugs, alcohol, tobacco, nudity, or gang affiliation.

Teachers may have other requirements for presentations and field trips.

#### **Driving and Parking**

Both parking on campus and on the street is shared with multiple businesses in the immediate area. In serving our communities, we acknowledge a commitment to maintain a good relationship with our neighbors and to honor their need for parking space. There is no student parking on campus nor on the street surrounding the school at this time.

THE COTTONWOOD SCHOOL: COMMUNITY HANDBOOK

School Calendar

July 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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26	27	28	29	30	31	

August 2020						
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30	31					

September 2020						
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October 2020						
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November 2020						
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29	30					

December 2020						
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27	28	29	30	31		

TCS Site-based High School	
	
School Year Dates	
Aug 3	Teachers Back to Work
Aug 17	First Day of School for Students
Jan 8	End of Semester 1
Jan 15	Report Cards Due
May 25	Last Day of School
Jun 1	Report Cards Due
Holidays	
Sep 7	Labor Day
Nov 11	Veteran's Day
Nov 23-27	Thanksgiving Vacation
Dec 21-Jan 4	Winter Break
Jan 18	Martin Luther King, Jr. Day
Feb 12	Lincoln Day
Feb 15	Washington Day
Mar 29-Apr 5	Spring Break
May 31	Memorial Day

January 2021						
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31						

February 2021						
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31						

March 2021						
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28	29	30	31			

April 2021						
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

  



May 2021						
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30	31					

June 2021						
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20	21	22	23	24	25	26
27	28	29	30			

School Closed

 Teacher In Service Days  
 Report Cards

 Last Day of Semester 1  
 First & Last Day of School



# School Policies and Annual Notices

## THE COTTONWOOD SCHOOL: COMMUNITY HANDBOOK

### **Attendance and Tardy Policy**

Consistent attendance is imperative for success at The Cottonwood School. Students who attend class have greater opportunity to succeed. This includes attendance on campus, participation of field studies and internships/other academic endeavors. A student can expect their grades to be impacted by attendance. In addition, excessive/constant tardies or absences may lead to a family conference, more extensive campus restriction, including participation in activities beyond TCS campus.

### **Clearing Absences**

Phone: 530.285.2578

Every attempt should be made to contact TCS on the date of the absence.

Community meetings, advisory and collaboration time while not graded, are equally important school programs and are vital to The Cottonwood School education; therefore, like academic classes are expected to attend and fully participate.

### **Late Arrival/Leaving Early**

Students who arrive to school late or leave early need to check in and out of the office. Parent/guardian permission is required and an approved parent/guardian must sign out the student, send a signed note or call 530.285.2578 to excuse their student during school hours.

### **Animal Dissections**

Students at the Charter School may perform animal dissections as part of the science curriculum. Any student who provides their teacher with a written statement, signed by their parent/guardian, specifying the student's moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof, may be excused from such activities if the teacher believes that an adequate alternative education project is possible. The alternative education project shall require a comparable time and effort investment by the student. It shall not, as a means of penalizing the student, be more arduous than the original education project. The student shall not be discriminated against based upon their moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof.

### **Availability of Health Insurance**

Children—regardless of immigration status (foster youth, pregnant women, and legally present individuals, including those with deferred action for childhood arrivals [“DACA”] status) may be eligible for no- or low-cost Medi-Cal insurance. Medi-Cal covers immunizations, checkups, specialists, vision and dental services, and more for children and youth at no- or low-cost. Medi-Cal enrollment is available year-round.

Covered California is where legal residents of California can compare quality health plans and choose the one that works best for them. Based on income and family size, many Californians may qualify for financial assistance. Enroll during Open Enrollment or any time you experience a life-changing event, like losing your job or having a baby. You have sixty (60) days from the event

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to complete enrollment. Information regarding the availability of insurance is provided with enrollment forms and available at:

[http://hbex.coveredca.com/toolkit/PDFs/ALL\\_IN\\_Flyer\\_EnrollGetCareRenew\\_CC.pdf](http://hbex.coveredca.com/toolkit/PDFs/ALL_IN_Flyer_EnrollGetCareRenew_CC.pdf)

The Charter School shall not discriminate against a student who does not have health care coverage or use any information relating to a student's health care coverage or interest in learning about health care coverage in any manner that would bring harm to the student or the student's family.

### **Availability of Prospectus**

Upon request, the Charter School will make available to any parent or legal guardian, a school prospectus, which shall include the curriculum, including titles, descriptions, and instructional aims of every course offered. Please note that, pursuant to law, the Charter School may charge for the prospectus in an amount not to exceed the cost of duplication.

### **Cal Grant Program Notice**

The Charter School is required by state law to submit the Grade Point Average ("GPA") of all high school seniors by Oct. 1 of each year, unless the student over age 18 years of age or parent/guardian for those under 18 years of age opt-out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student (or parent/guardian, if the student is under 18 years of age) has opted out by or before February 1.

### **California Healthy Kids Survey**

The Charter School will administer the California Healthy Kids Survey ("CHKS") to students at grades five, seven, nine, and eleven whose parents or guardians provide written permission. The CHKS is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables the Charter School to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

### **Diabetes**

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.



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**Education of Foster and Mobile Youth**

**Definitions:** For the purposes of this annual notice the terms are defined as follows:

1. "Foster youth" refers to any child who has been removed from their home pursuant Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.
2. "Former juvenile court school pupils" refers to a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the Charter School.
3. "Child of a military family" refers to a student who resides in the household of an active duty military member.
4. "Currently Migratory Child" refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, in order that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. "Currently Migratory Child" includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
5. "Pupil participating in a newcomer program" means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.

Within this notice, foster youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a pupil participating in the newcomer program will be collectively referred to as "Foster and Mobile Youth." Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a "parent."

**Foster and Mobile Youth Liaison:** The Board of Directors designates the following staff person as the Liaison for Foster and Mobile Youth:

Jodiann Beeson  
 7006 Rossmore Lane  
 El Dorado Hills, CA 95762  
 Phone: (530) 285-2578

The Foster and Mobile Youth Liaison's responsibilities include but are not limited to the following:

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school of foster children.
2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

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

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restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking reenrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). If a dispute arises regarding a foster youth's request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g. producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

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

**Graduation Requirements:** Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and pupils participating in a newcomer program who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption. In the case of a pupil participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the parent, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's parent how any of the requirements that are waived will affect the pupil's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in

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attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of a child of military family, a currently migratory child or a pupil participating in a newcomer program.

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

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

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

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

**Acceptance of Course Work:** The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a Foster and Mobile Youth.

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

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University of California admission eligibility requirements.

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

The Charter School shall not lower a foster youth’s grades as a result of the student’s absence due to a verified court appearance, related court ordered activity, or a change the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the pupil will be calculated as of the date the student left the Charter School.

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

**Discipline Determinations:** If the Charter School intends to extend the suspension of any foster/youth pending a recommendation for expulsion, the Charter School will invite the student’s attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the student’s attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

**Complaints of Noncompliance:** A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School’s Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

**Availability of Complete Policy:** For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School’s complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.

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### **Education of Homeless Children and Youth**

The term “homeless children and youth” means individuals who lack a fixed, regular and adequate nighttime residence due to economic hardship. It includes children and youths who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

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

**School Liaison:** The Board of Directors designates the following staff person as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Jodiann Beeson  
7006 Rossmore Lane  
El Dorado Hills, CA 95762  
Phone: (530) 285-2578

The Charter School Liaison shall ensure that (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies.
2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths,

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including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.

6. Enrollment/admissions disputes are mediated in accordance with law, the Charter School's charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

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

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

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's educational rights holder, and the School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's educational rights holder of how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional



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graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

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

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

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

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

**Acceptance of Course Work:** The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

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

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For any homeless student who enrolls at the Charter School, a copy of the Charter School's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.

### **English Learners**

The Charter School is committed to the success of its English Learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. The Charter School will meet all applicable legal requirements for English Learners as they pertain to annual notification to parents, student identification, placement, program options, English Learners and core content instruction, teacher qualifications and training, reclassification 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 English Learners and the rights of students and parents.

### **Free and Reduced-Price Meals**

Pursuant to California Law, the Charter School will provide each student who meets federal eligibility criteria for free and reduced-price meals with at least one free or reduced-price, nutritionally adequate meal per school day. For the Charter School's non-classroom based program, the Charter School will provide each student who meets federal eligibility criteria for free and reduced-price meals with at least one free or reduced-price, nutritionally adequate meal per each school day on which the eligible student is scheduled for two or more hours of educational activities at a school site, resource center, meeting space or other satellite facility operated by the Charter School. Applications for free or reduced-price meals are included in the first day packets to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the application form in order to include as many eligible students as possible. Completed application forms can be returned to the main office.

### **Human Trafficking Prevention**

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. Charter School believes it is a priority to inform our students about (1) prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social medial and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available upon request and at the main office for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on Charter School's website for your review.



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**Immunizations**

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must have a minimum number of immunizations (shots) before they can attend school. Immunization records will be required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. Students will not attend school until all required records have been received. The immunization status of all students will be reviewed periodically. Those students who do not meet the State guidelines may be excluded from school until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

<b>Child's Grade</b>	<b>List of shots required to attend school</b>
<b>Entering Kindergarten</b>	<p>Diphtheria, Pertussis, and Tetanus (DTaP) - Five (5) doses            Polio - Four (4) doses            Measles, Mumps, and Rubella (MMR) - Two (2) doses            Hepatitis B (Hep B) - Three (3) doses            Varicella (chickenpox) – Two (2) doses</p> <p><b>NOTE:</b> Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.</p>
<b>Entering 7<sup>th</sup> Grade</b>	<p>Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose            Varicella (chickenpox) - Two (2) doses</p> <p><b>NOTE:</b> In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet all requirements for children 7-17 years old (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis), <b>in addition to</b> the 7th grade requirements for Tdap and varicella (varicella requirement for seventh grade advancement expires after June 30, 2025). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.</p>

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### **Involuntary Removal Process**

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action (“Involuntary Removal Notice”). The written notice shall be in the native language of the student or the student’s parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student’s educational rights holder. The Involuntary Removal Notice shall include the charges against the student and an explanation of the student’s basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with the Charter School’s expulsion procedures. If the student’s parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School’s suspension and expulsion policy.

Upon parent/guardian request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student’s parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student’s educational rights holder and shall include a copy of the Charter School’s expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the Student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the Student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student’s last known district of residence within thirty (30) days.

A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or re-occur.

### **Lost or Damaged School Property**

If a student willfully damages the Charter School’s property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student’s parents/guardians are liable for all damages caused by the student’s misconduct not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student’s parent or guardian in writing of the student’s alleged misconduct and affording the student due process, Charter School may withhold the student’s grades, transcripts, and diploma until the damages have been paid. If the student and the student’s parent/guardian are unable to pay for the damages or to return the property, Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student’s grades and diploma will be released.

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### Mental Health Services

The Charter School recognizes that when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at the Charter School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

#### Available on Campus:

- Special education services – if you believe your child may have a disability, you are encouraged to directly contact Jodiann Beeson at (530) 285-2578 to request an evaluation.
- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact a Jodiann Beeson at (530) 285-2578.

#### Available in the Community:

- El Dorado County Behavioral Health- Psychiatric Emergency Services and Hotline provides 24/7 access to crisis staff. - (530) 622-3345
- El Dorado County Behavioral Health- (916) 358-3555 x6290  
<https://www.edcgov.us/Government/MentalHealth>
- NAMI El Dorado County- (530) 306-4101 <https://namielдорadocounty.org/>

#### Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.
- National Crisis Text Line -Text "Hello" to 741741
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.**
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

## THE COTTONWOOD SCHOOL: COMMUNITY HANDBOOK

### **Nondiscrimination Statement**

The Charter School does not discriminate against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

The Charter School adheres 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 (“ADA”), and the Individuals with Disabilities Education Improvement Act of 2004 (“IDEIA”).

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

The Charter School does not request nor require student records prior to a student’s enrollment.

The Charter School shall provide a copy of the California Department of Education Complaint Notice and Form to any parent, guardian, or student over the age of 18 at the following times: (1) when a parent, guardian, or student over the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability). Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures (“UCP”) Compliance Officer:

Cindy Garcia  
7006 Rossmore Lane  
El Dorado Hills, CA 95762  
Phone: (530) 285-2578

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The lack of English language skills will not be a barrier to admission or participation in Charter School's programs or activities. Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

### **Pregnant and Parenting Students**

The Charter School recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. The Charter School will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

Upon return to school after taking parental leave, a pregnant or parenting student will be able to make up work missed during the pregnant or parenting student's leave, including, but not limited to, makeup work plans and reenrollment in courses. Notwithstanding any other law, a pregnant or parenting student may remain enrolled for a fifth year of instruction in the Charter School if it is necessary in order for the student to be able to complete any graduation requirements, unless the Charter School determines that the student is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the Uniform Complaint Procedures ("UCP") of the Charter School. The complaint may be filed in writing with the compliance officer:

Cindy Garcia  
7006 Rossmore Lane  
El Dorado Hills, CA 95762  
Phone: (530) 285-2578

A copy of the UCP is available upon request at the main office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Principal.

### **School Safety Plan**

The Charter School has established a Comprehensive School Safety Plan. The Plan is available upon request at the main office.

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### **Section 504**

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to learning, is eligible for accommodations by the Charter School. The parent of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Principal. A copy of the Charter School's Section 504 policies and procedures is available upon request at the main office.

### **Sexual Health Education**

The Charter School offers comprehensive sexual health education to its students in grades 7-12. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to the Charter School.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Charter School personnel or outside consultants. When the Charter School chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
  - The date of the instruction
  - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure student's health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 7-12. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks, if the Charter School has received a written request from the student's parent or guardian excusing the student from participation. An alternative educational activity shall be made available to students whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

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**Special Education /Students with Disabilities**

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. The Charter School provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act (“IDEA”), Education Code requirements, and applicable policies and procedures of the The El Dorado County Special Education Local Plan Area (SELPA) These services are available for special education students enrolled at the Charter School. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. The Charter School collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact Jodiann Beeson (530) 285-2578

**State Testing**

The Charter School shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress [“CAASPP”].) Notwithstanding any other provision of law, a parent’s or guardian’s written request to Charter School officials to excuse their child from any or all parts of the CAASPP shall be granted.



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### **Student Records, including Records Challenges and Directory Information**

The Family Educational Rights and Privacy Act (“FERPA”) affords parents and students who are 18 years of age or older (“eligible students”) certain rights with respect to the student’s education records. These rights are:

1. The right to inspect and review the student’s education records within 5 business days after the day the Charter School receives a request for access. Parents or eligible students should submit to the Charter School Principal or designee a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA.

Parents or eligible students who wish to ask the Charter School to amend a record should write the Charter School’s Principal or designee, clearly identify the part of the record they want changed and specify why it should be changed. If the Charter School decides not to amend the record as requested by the parent or eligible student, the Charter School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing. If the Charter School decides to amend the record as requested by the parent or eligible student, the Principal must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

3. The right to provide written consent before the Charter School discloses personally identifiable information (“PII”) from the student’s education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to Charter School officials with legitimate educational interests. A Charter School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Charter School’s Board of Directors. A Charter School official also may include a volunteer or contractor outside of the Charter School who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another Charter School official in performing their tasks. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Upon request, the Charter School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled, if the disclosure is for purposes of the student’s enrollment or transfer.



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Note that Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

5. The right to request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

FERPA permits the disclosure of PII from student's education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to Charter School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the Charter School to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A Charter School may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student to the following parties:

1. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at his/her last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;

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9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by Charter School for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by Charter School; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by Charter School with respect to that alleged crime or offense. Charter School discloses the final results of the disciplinary proceeding regardless of whether Charter School concluded a violation was committed.

FERPA requires that the Charter School, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. ~~Charter School may disclose the personally identifiable information that it has designated as directory information without a parent's prior written consent. The Charter School has designated the following information as directory information:~~

~~Student's name~~

~~Student's address~~

~~Parent's/guardian's address~~

~~Telephone listing~~

~~Student's electronic mail address~~

~~Parent's/guardian's electronic mail address~~

~~Photograph and video~~

~~Date and place of birth~~

~~Dates of attendance~~

~~Grade level~~

~~Participation in officially recognized activities and sports~~

~~Weight and height of members of athletic teams~~

~~Degrees, honors, and awards received~~

~~The most recent educational agency or institution attended~~

Except as noted below, the Charter School's policy is to not release directory information to any outside requestor, for any purpose, without specific prior parent/guardian or eligible student consent in each situation. Two federal laws require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965, as amended (ESEA) to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless parents or eligible students have advised the LEA that they do not want their student's or their information disclosed without their prior written consent.

The Charter School has designated the following information as directory information:

- Parents'/guardians' names

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- Address
- Electronic mail address
- Dates of attendance
- Degrees, honors, and awards received; and
- 1. ~~• The most recent educational agency or institution attended Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)~~

~~Parents and eligible students have the right to refuse to let the Charter School designate any or all of the above-referenced types of information as directory information. If you do not want the Charter School to disclose the name, address and telephone listing of your child to military recruiters upon request directory information from your child's education records without your prior written consent, or if you do agree with this definition of directory information -you must notify the Charter School in writing at the time of enrollment or re-enrollment. Please notify the Principal at: Jodiann Beeson (530) 285-2578. A copy of the complete Policy is available upon request at the main office.~~

### **Surveys About Personal Beliefs**

Unless the student's parent/guardian gives written permission, a student will not be given any test, questionnaire, survey, or examination containing any questions about the student's, or the student's parents' or guardians' personal beliefs or practices in sex, family life, morality, or religion.

### **Tobacco-Free Schools**

Ample research has demonstrated the health hazards associated with the use of tobacco products, including smoking and the breathing of secondhand smoke. Charter School provides instructional programs designed to discourage students from using tobacco products. The Charter School's Governing Board recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with the goals of the Charter School to provide a healthy environment for students and staff.

In the best interest of students, employees, and the general public, the Board therefore prohibits the use of tobacco products at all times on Charter School property and in Charter School vehicles. This prohibition applies to all employees, students, visitors, and other persons at school or at a school-sponsored activity or athletic event. It applies to any meeting on any property owned, leased, or rented by or from Charter School.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. Smoking or use of any tobacco-related product is also prohibited within 250 feet of the youth sports event in the same park or facility where a youth sports event is taking place. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.

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The Principal or designee shall inform students, parents/guardians, employees, and the public about this policy. All individuals on Charter School premises share in the responsibility of adhering to this policy. Additionally, Charter School will post signs stating "Tobacco use is prohibited" prominently at all entrances to school property.

**Uniform Complaint Procedure ("UCP")**

Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Charter School shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure ("UCP") adopted by our Governing Board for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
  - Accommodations for Pregnant, Parenting or Lactating Students;
  - Adult Education;
  - Career Technical and Technical Education;
  - Career Technical and Technical Training;
  - Child Care and Development Programs;
  - Consolidated Categorical Aid;

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- Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
  - Every Student Succeeds Act;
  - Migrant Education Programs;
  - Regional Occupational Centers and Programs; and/or
  - School Safety Plans.
3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:
- A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
  - A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
  - A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.
4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula (“LCFF”) or Local Control and Accountability Plans (“LCAP”) under Education Code sections 47606.5 and 47607.3, as applicable. If Charter School adopts a School Plan for Student Achievement (“SPSA”) in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.

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

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

Complaints must be filed in writing with the following Compliance Officer:

Cindy Garcia  
 Executive Director  
 7006 Rossmore Ln. El Dorado Hills, Ca (530) 285-2578

Only complaints regarding pupil fees or LCAP compliance may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees or LCAP.

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged

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

The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and in accordance with Charter School's UCP Policy. The Compliance Officer shall provide the complainant with a final written investigation report ("Decision") within sixty (60) calendar days from Charter School's receipt of the complaint. This sixty (60) calendar day time period may be extended by written agreement of the complainant.

The complainant has a right to appeal Charter School's Decision to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of the date of the Charter School's written Decision, except if Charter School has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with Charter School, a copy of Charter School's Decision, and the complainant must specify and explain the basis for the appeal of the Decision, including at least one of the following:

1. Charter School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in Charter School's Decision are not supported by substantial evidence.
4. The legal conclusion in Charter School's Decision is inconsistent with the law.
5. In a case in which Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

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

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision.

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



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

A complainant may pursue available civil law remedies outside of Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of the complainant's right to file a complaint in accordance with 5 CCR § 4622.

A copy of the UCP shall be available upon request free of charge in the main office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the Principal.

### **Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy**

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

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

To the extent possible, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to

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investigate, respond, address and report on such behaviors in a timely manner. The Cottonwood School staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

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

### **Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):**

Cindy Garcia  
 7006 Rossmore Lane, El Dorado Hills, CA 95762  
 Email – [Cindy.garcia@cottonwood.school](mailto:Cindy.garcia@cottonwood.school)  
 Phone Number – (530) 285-2578

### **Definitions**

#### **Prohibited Unlawful Harassment**

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

#### **Prohibited Unlawful Harassment under Title IX**

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. § 106.1 *et seq.*) and California state law prohibit discrimination and harassment on the basis of sex. In accordance with these existing laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution’s admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by The Cottonwood School.

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



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

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

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

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
  
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
  
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

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

### Prohibited Bullying

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

1. Placing a reasonable student <sup>1</sup> or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable student to experience a substantial interference with his or her academic performance.
4. Causing a reasonable student to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by The Cottonwood School.

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

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

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
  - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
  - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would

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<sup>1</sup> "Reasonable student" is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

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

**Formal Complaint of Sexual Harassment** means a written document filed and signed by a complainant who is participating in or attempting to participate in The Cottonwood School’s education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that The Cottonwood School investigate the allegation of sexual harassment.

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

### **Bullying and Cyberbullying Prevention Procedures**

The Cottonwood School has adopted the following procedures for preventing acts of bullying, including cyberbullying.

#### **1. Cyberbullying Prevention Procedures**

The Cottonwood School advises students:

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

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

### 2. Education

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

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

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

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

### 3. Professional Development

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

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

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

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- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

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

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

The Cottonwood School encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for The Cottonwood School’s students.

### **Grievance Procedures**

#### **1. Scope of Grievance Procedures**

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

- a. Are written and signed; unless the complainant is unable to put the complaint in writing, due to conditions such as a disability or illiteracy, the School will assist the complainant in the filing of the complaint.
- b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this part, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- c. Submitted to The Cottonwood School UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

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

#### **2. Reporting**

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to

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do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

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

Cindy Garcia  
 7006 Rossmore Lane, El Dorado Hills, CA 95762  
 Email – [Cindy.garcia@cottonwood.school](mailto:Cindy.garcia@cottonwood.school)  
 Phone Number – (530)285-2578

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

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

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

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

The Cottonwood School prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

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



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### 3. Supportive Measures

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

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

### 4. Investigation and Response

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of The Cottonwood School, the Coordinator (or administrative designee) will promptly initiate an investigation. If a complaint is against the Coordinator, that complaint must be investigated/resolved by another administrator who holds a position above the Coordinator or by a member of the Board. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator (or administrative designee) determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator (or administrative designee) will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, the Coordinator (or administrative designee) will not reveal confidential information related to other students or employees.

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

- Notice of the Allegations

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



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

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- If a formal complaint of sexual harassment or any of the claims therein are dismissed, The Cottonwood School will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
  - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
  - The Cottonwood School will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
    - The allegations in the formal complaint of sexual harassment;
    - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
    - The findings of facts supporting the determination;
    - The conclusions about the application of The Cottonwood School's code of conduct to the facts;
    - The decision and rationale for each allegation;
    - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
    - The procedures and permissible bases for appeals.

### 5. Consequences

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

### 6. Right of Appeal

Should the reporting individual find The Cottonwood School's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of The Cottonwood School's decision or resolution, submit a written appeal to the President of The Cottonwood School Board, who will review the investigation and render a final decision.

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

- The complainant and the respondent shall have the same appeal rights and The Cottonwood School will implement appeal procedures equally for both parties.
- The Cottonwood School will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

### 7. Recordkeeping

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

The Cottonwood School will maintain the following records for at least seven (7) years:

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

## Suspension & 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 non-charter 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, expulsions, and involuntary removals and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

Consistent with this Policy, it may be necessary to suspend or expel a student from the Charter School. This policy shall serve as the Charter School's policy and procedures for student suspension, expulsion and involuntary removal and it may be amended from time to time without

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the need to seek a material revision of the charter so long as the amendments comport with legal requirements. 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 annually as part of the school's parent, student and teacher handbooks and will clearly describe discipline expectations regarding school rules, attendance, substance abuse, violence, safety, and dress code. Each family will be required to verify that they have reviewed and understand the policies prior to enrollment by signing a statement at the beginning of each academic year.

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

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

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

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. Additional detail follows below.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent, guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date

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of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

### **A. Grounds for Suspension and Expulsion of Students**

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time 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; or d) during, going to, or coming from a school-sponsored activity.

### **B. Enumerated Offenses**

1. Discretionary Suspension Offenses. Students may be suspended when it is determined the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, 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, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- 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 the student's own prescription products by a student.
- 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.

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- 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. This section shall only apply to students in any of grades 9-12, inclusive.
- l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- 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) 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.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "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 policy, "hazing" does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "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 their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, 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 provision shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder and invading the

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rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.

u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.

ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.

iii. Causing a reasonable student to experience substantial interference with their academic performance.

iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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

i. A message, text, sound, video or image.

ii. A post on a social network Internet Web site including, but not limited to:

a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a



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profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

- a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

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)(a)-(b).

x) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student 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 principal or designee’s concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the principal or designee’s concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.



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3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, 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, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- 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 a student's own prescription products by a student.
- 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) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) 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.
- m) 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.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or pre-initiation 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 policy, "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully

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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 their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, 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 provision shall apply to pupils in any of grades 4 to 12, inclusive.
  - r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to pupils in any of grades 4 to 12, inclusive.
  - s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.
  - t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
  - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with their academic performance.

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iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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

i. A message, text, sound, video or image.

ii. A post on a social network Internet Web site including, but not limited to:

- a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
- b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

- a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u) 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

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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 (3)(a)-(b).

v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student 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 Director or designee's concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or 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, onto campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

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

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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.

### **C. Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

#### **1. Conference**

Suspension shall be preceded, if possible, by a conference conducted by the Director or the Director's designee with the student and the student's parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Director or designee.

The conference may be omitted if the Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). 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 Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

#### **2. Notice to Parents/Guardians**

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

#### **3. Suspension Time Limits/Recommendation for Expulsion**

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of Expulsion by the Director

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or Director's designee, the pupil and the pupil's parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference. This determination will be made by the Director or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

#### 4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

#### **D. Authority to Expel**

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Board of Directors as needed. The Administrative Panel shall 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. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

#### **E. Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30)

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school days after the Director or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the Pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

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

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School'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 and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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

The Charter School 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 that shall be examined only by the Charter School 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 their right to (a) receive five days' notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.



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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 entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity 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 entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness 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 entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness 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 entity 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 their discretion to remove a person from the hearing whom they believe 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 public at the request of the pupil being expelled, the complaining witness shall have the right to have their 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 entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances 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.



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**G. Record of Hearing**

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

**H. Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel 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 their testimony heard in a session closed to the public.

**I. Expulsion Decision**

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, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion 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, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

**J. Written Notice to Expel**

The Director or designee, 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 and the student's parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) 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 Charter School.

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The Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

### **K. Disciplinary Records**

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

### **L. No Right to Appeal**

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

### **M. Expelled Pupils/Alternative Education**

Parents/guardians of students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

### **N. Rehabilitation Plans**

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

### **O. Readmission or Admission of Previously Expelled Student**

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled pupil from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board following a meeting with the Director or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent

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upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

### **P. Notice to Teachers**

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

### **Q. Involuntary Removal for Missed Assignments**

In accordance with Education Code Section 51747 and the Charter School's Board policy on independent study, after two (2) missed assignments, an evaluation is held to determine whether it is in the best interest of the student to remain in independent study. If it is determined that it is not in the student's best interest to remain in independent study, the Charter School may involuntarily remove the student after the Charter School follows the requirements of the Missed Assignment Policy and only after providing notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal as forth herein. Students who are involuntarily removed for truancy shall be given a rehabilitation plan and shall be subject to the readmission procedures set forth herein

### **R. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities**

#### 1. Notification of District

The Charter School shall immediately notify the District and coordinate the procedures in this policy with the District of the discipline of any student with a disability or student who the Charter School or District would be deemed to have knowledge that the student had a disability.

#### 2. Services During Suspension

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

#### 3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant

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information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

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

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

- a. Conduct a functional behavioral assessment, and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

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

#### 4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

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

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

### 5. Special Circumstances

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

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

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

### 6. Interim Alternative Educational Setting

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

### 7. Procedures for Students Not Yet Eligible for Special Education Services

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A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

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

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

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

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

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

## Suicide Prevention Policy

### The Purpose—

The Board of Directors of The Cottonwood High School (“TCS,” “School,” or the “Charter School”) recognizes that suicide is a major cause of death among youth and should be taken seriously. The purpose of this policy is to protect the health and well-being of all students by having procedures in place to prevent, assess the risk of, intervene in, and respond to suicide. TCS:

- Recognizes that physical and mental health are integral components of student outcomes, both educationally and beyond graduation
- Further recognizes that suicide is a leading cause of death among young people
- Has an ethical responsibility to take a proactive approach in preventing deaths by suicide

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- Acknowledges the Charter School's role in providing an environment that is sensitive to individual and societal factors that place youth at greater risk for suicide and helps to foster positive youth development and resilience
- Acknowledges that comprehensive suicide prevention policies include prevention, intervention, and postvention components

In compliance with Education Code section 215, this policy has been developed in consultation with TCS and community stakeholders, TCS school-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, the county mental health plan, law enforcement, and community organizations in planning, implementing, and evaluating TCS's strategies for suicide prevention and intervention. TCS must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

### Scope—

This policy covers actions that take place in the Charter School, on Charter School property, at Charter School-sponsored functions and activities, on Charter School buses or vehicles and at bus stops, and at Charter School-sponsored out-of-school events where Charter School staff are present. This policy applies to the entire School community, including educators, Charter School staff, students, parents/guardians, and volunteers.

### Definitions—

- **At-Risk:** Suicide risk is not a dichotomous concern, but rather, exists on a continuum with various levels of risk. Each level of risk requires a different level of response and intervention by the School. A student who is defined as high-risk for suicide is one who has made a suicide attempt, has the intent to die by suicide, or has displayed a significant change in behavior suggesting the onset of potential mental health conditions or a deterioration of mental health. The student may have thoughts about suicide, including potential means of death, and may have a plan. In addition, the student may exhibit behaviors or feelings of isolation, hopelessness, helplessness, and the inability to tolerate any more pain. This situation would necessitate a referral, as documented in the following procedures. The type of referral, and its level of urgency, shall be determined by the student's level of risk — according to the School policy.
- **Crisis Team:** A multidisciplinary team of administrative staff, mental health professionals, safety professionals, and support staff whose primary focus is to address crisis preparedness, intervention, response and recovery. Crisis Team members includes principal and teachers and support staff. These professionals have been specifically trained in areas of crisis preparedness and take a leadership role in developing crisis plans, ensuring School staff can effectively execute various crisis protocols, and may provide mental health services for effective crisis interventions and recovery supports. Crisis team members who are mental health professionals may provide crisis intervention and services.
- **Mental Health:** A state of mental, emotional, and cognitive health that can impact perceptions, choices and actions affecting wellness and functioning. Mental health conditions include depression, anxiety disorders, post-traumatic stress disorder



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(“PTSD”), and substance use disorders. Mental health can be impacted by the home and social environment, early childhood adversity or trauma, physical health, and genes.

- **Risk Assessment:** An evaluation of a student who may be at-risk for suicide, conducted by the appropriate designated School staff. This assessment is designed to elicit information regarding the student’s intent to die by suicide, previous history of suicide attempts, presence of a suicide plan and its level of lethality and availability, presence of support systems, and level of hopelessness and helplessness, mental status, and other relevant risk factors.
- **Risk Factors for Suicide:** Characteristics or conditions that increase the chance that a person may attempt to take their life. Suicide risk is most often the result of multiple risk factors converging at a moment in time. Risk factors may encompass biological, psychological, and/or social factors in the individual, family, and environment. The likelihood of an attempt is highest when factors are present or escalating, when protective factors and healthy coping techniques have diminished, and when the individual has access to lethal means.
- **Self-Harm:** Behavior that is self-directed and deliberately results in injury or the potential for injury to oneself. Self-harm behaviors can be either non-suicidal or suicidal. Although non-suicidal self-injury (“NSSI”) lacks suicidal intent, youth who engage in any type of self-harm should receive mental health care. Treatment can improve coping strategies to lower the urge to self-harm, and reduce the long-term risk of a future suicide attempt.
- **Suicide:** Death caused by self-directed injurious behavior with any intent to die as a result of the behavior.
- **Suicide Attempt:** A self-injurious behavior for which there is evidence that the person had at least some intent to die. A suicide attempt may result in death, injuries, or no injuries. A mixture of ambivalent feelings, such as a wish to die and a desire to live, is a common experience with most suicide attempts. Therefore, ambivalence is not a reliable indicator of the seriousness or level of danger of a suicide attempt or the person’s overall risk.
- **Suicidal Behavior:** Suicide attempts, injury to oneself associated with at least some level of intent, developing a plan or strategy for suicide, gathering the means for a suicide plan, or any other overt action or thought indicating intent to end one’s life.
- **Suicidal Ideation:** Thinking about, considering, or planning for self-injurious behavior that may result in death. A desire to be dead without a plan or the intent to end one’s life is still considered suicidal ideation and shall be taken seriously.
- **Suicide Contagion:** The process by which suicidal behavior or a suicide completion influences an increase in the suicide risk of others. Identification, modeling, and guilt are each thought to play a role in contagion. Although rare, suicide contagion can result in a cluster of suicides within a community.
- **Postvention:** Suicide postvention is a crisis intervention strategy designed to assist with the grief process following suicide loss. This strategy, when used appropriately, reduces the risk of suicide contagion, provides the support needed to help survivors cope with a suicide death, addresses the social stigma associated with suicide, and disseminates factual information after the death of a member of the school community. Often a community or school’s healthy postvention effort can lead to readiness to engage further with suicide prevention efforts and save lives.

## Intervention—

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### Assessment and Referral

When a student is identified by a peer, educator or other source as potentially suicidal — i.e., verbalizes thoughts about suicide, presents overt risk factors such as agitation or intoxication, an act of self-harm occurs, or expresses or otherwise shows signs of suicidal ideation — the student shall be seen by TCS's trained administrator within the same school day to assess risk and facilitate referral if necessary. Educators shall also be aware of written threats and expressions about suicide and death in school assignments. Such incidences require immediate referral to the administrator. If there is no mental health professional available at that given time, a designated staff member shall address the situation according to Charter School protocol until a mental health professional is brought in.

Students shall be encouraged to notify a teacher, the Principal, another TCS administrator, psychologist, TCS counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. TCS staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and parent/guardian, about additional resources to support the student.

### For At-Risk Youth

- School staff shall continuously supervise the student to ensure their safety until the assessment process is complete
- The Principal shall be made aware of the situation as soon as reasonably possible
- The Principal shall contact the student's the parent/guardian and/or appropriate support agent or agency
- Urgent referral may include, but is not limited to, working with the parent or guardian to set up an outpatient mental health or primary care appointment and conveying the reason for referral to the healthcare provider; in some instances, particularly life-threatening situations, the school may be required to contact emergency services, or arrange for the student to be transported to the local Emergency Department, preferably by a parent or guardian
- If parental abuse or neglect is suspected or reported, the appropriate state protection officials (e.g., local Child Protection Services) shall be contacted in lieu of parents as per law

### When School Personnel Need to Engage Law Enforcement

The Charter School's crisis response plan shall address situations when School personnel need to engage law enforcement. When a student is actively suicidal and the immediate safety of the student or others is at-risk (such as when a weapon is in the possession of the student), School staff shall call 911 immediately. The staff calling shall provide as much information about the situation as possible, including the name of the student, any weapons the student may have, and where the student is located. School staff may tell the dispatcher that the student is a suicidal emotionally disturbed person, or "suicidal EDP," to allow for the dispatcher to send officers with specific training in crisis de-escalation and mental illness.

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### Parental Notification

The Principal shall inform the student's parent or guardian on the same school day, or as soon as possible, any time a student is identified as having any level of risk for suicide or if the student has made a suicide attempt (unless notifying the parent will put the student at increased risk of harm). Following parental notification and based on initial risk assessment, the Principal, designee, or school mental health professional may offer recommendations for next steps based on perceived student need. These can include but are not limited to, an additional, external mental health evaluation conducted by a qualified health professional or emergency service provider.

### When there is an attempt on campus

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
  - a. Securing immediate medical treatment if a suicide attempt has occurred.
  - b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened.
  - c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
  - d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed.
  - e. Moving all other students out of the immediate area.
  - f. Not sending the student away or leaving him/her alone, even to go to the restroom.
  - g. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence.
  - h. Promising privacy and help, but not promising confidentiality.
  
2. Document the incident in writing as soon as feasible.

Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.

### Re-Entry Procedure—

For students returning to school after a mental health crisis (e.g., suicide attempt or psychiatric hospitalization), whenever possible, the Principal, or designee shall meet with the student's parent or guardian, and if appropriate, include the student to discuss re-entry. This meeting shall address next steps needed to ensure the student's readiness for return to school and plan for the first day back. Following a student hospitalization, parents may be encouraged to inform the Principal of the student's hospitalization to ensure continuity of service provision and increase the likelihood of a successful re-entry.

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1. The Principal shall be identified to coordinate with the student, their parent or guardian, and any outside health care providers. The Principal shall meet with the student and their parents or guardians to discuss and document a re-entry procedure and what would help to ease the transition back into the school environment (e.g., whether or not the student will be required to make up missed work, the nature of check-in/check-out visits, etc.). Any necessary accommodations shall also be discussed and documented.
2. The designated staff person shall periodically check-in with the student to help with readjustment to the school community and address any ongoing concerns, including social or academic concerns.
3. The Principal shall check-in with the student and the student's parents or guardians at an agreed upon interval depending on the student's needs either on the phone or in person for a mutually agreed upon time period (e.g. for a period of three months). These efforts are encouraged to ensure the student and their parents or guardians are supported in the transition, with more frequent check-ins initially, and then fading support.
4. The administration shall disclose to the student's teachers and other relevant staff (without sharing specific details of mental health diagnoses) that the student is returning after a medically-related absence and may need adjusted deadlines for assignments. The Principal shall be available to teachers to discuss any concerns they may have regarding the student after re-entry.

### After a Suicide Death

#### Development and Implementation of a Crisis Response Plan

The crisis response team, led the trained administrator, shall develop a crisis response plan to guide Charter School response following a death by suicide. This plan may be applicable to all school community related suicides whether it be student (past or present), staff, or other prominent school community member. Ideally, this plan shall be developed long before it is needed. A meeting of the crisis team to implement the plan shall take place immediately following word of the suicide death, even if the death has not yet been confirmed to be a suicide.

#### *Action Plan Steps:*

Step 1: Get the facts.

Step 2: Assess the situation

Step 3: Share the information with staff

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Step 4: Avoid suicide contagion

Step 5: Initiate support services

Step 6: Develop memorial plans

Step 7: Prevention by reviewing/revising existing policies  
A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. The School shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

1. Coordinate with the Principal to:
  - a. Confirm death and cause.
  - b. Identify a staff member to contact deceased's family (within 24 hours).
  - c. Enact the Suicide Postvention Response.
  - d. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
2. Coordinate an all-staff meeting, to include:
  - a. Notification (if not already conducted) to staff about suicide death.
  - b. Emotional support and resources available to staff.
  - c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration).
  - d. Share information that is relevant and that which you have permission to disclose.
3. Prepare staff to respond to needs of students regarding the following:
  - a. Review of protocols for referring students for support/assessment.
  - b. Talking points for staff to notify students.
  - c. Resources available to students (on and off campus).
4. Identify students significantly affected by suicide death and other students at risk of imitative behavior.
5. Identify students affected by suicide death but not at risk of imitative behavior.
6. Communicate with the larger school community about the suicide death.
7. Consider funeral arrangements for family and school community.
8. Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered.
9. Identify media spokesperson if needed.
10. Include long-term suicide postvention responses:

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- a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed.
- b. Support siblings, close friends, teachers, and/or students of deceased.
- c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

### Risk Factors and Preventive Factors

#### Risk Factors

*Risk Factors* are characteristics or conditions that increase the chance that a person may try to take her or his life or participate in self-harming behaviors. These risks tend to be highest when someone has several risk factors at the same time. The most frequently cited risk factors for suicide are:

1. Major depression (feeling down in a way that impacts your daily life) or bipolar disorder (severe mood swings)
2. Problems with alcohol or drugs
3. Unusual thoughts and behavior or confusion about reality
4. Personality traits that create a pattern of intense, unstable relationships or trouble with the law
5. Impulsivity and aggression, especially along with a mental disorder
6. Previous suicide attempt or family history of a suicide attempt or mental disorder
7. Serious medical condition and /or pain It is important to bear in mind that the large majority of people with mental disorders or other suicide risk factors do not engage in suicidal behavior.

#### Preventive Factors

*Preventive Factors* are characteristics or conditions that may help to decrease a person's risk of suicide or self-harming behaviors. While these factors do not eliminate the possibility of suicide, especially in someone with risk factors, they may help to reduce that risk. Protective factors for suicide have not been studied as thoroughly as risk factors, so less is known about them. The most frequently cited protective factors of suicide include:

1. Receiving effective mental health care
2. Positive connections to family, peers, community, and social institutions such as marriage and religion that foster resilience
3. The skills and ability to solve problems

#### At Risk Populations

*TCS is aware of student populations that are at elevated risk of suicidal or self-harming behavior based on various factors:*

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1. Youth living with mental and/or substance use disorders. While the large majority of people with mental disorders do not engage in suicidal behavior, people with mental disorders account for more than 90 percent of deaths by suicide. Mental disorders, in particular depression or bipolar (manic-depressive) disorder, alcohol or substance abuse, schizophrenia and other psychotic disorders, borderline personality disorder, conduct disorders, and anxiety disorders are important risk factors for suicidal behavior among your people. The majority of people suffering from these mental disorders are not engaged in treatment, therefore school staff may play a pivotal role in recognizing and referring the student to treatment that may reduce risk.
2. Youth who engage in self-harm or have attempted suicide. Suicide risk among those who engage in self-harm is significantly higher than the general population. Whether or not they report suicidal intent, people who engage in self-harm are at elevated risk for dying by suicide within 10 years. Additionally, a previous suicide attempt is a known predictor of suicide death. Many adolescents who have attempted suicide do not receive necessary follow up care.
3. Youth in out-of-home settings. Youth involved in the juvenile justice or child welfare systems have a high prevalence of many risk factors of suicide. Young people involved in the juvenile justice system die by suicide at a rate about four times greater than the rate among youth in the general population. Though comprehensive suicide data on youth in foster care does not exist, one research found that youth in foster care were more than twice as likely to have considered suicide and almost four times more likely to have attempted suicide than their peers not in foster care.
4. Youth experiencing homelessness. For youth experiencing homelessness, rates of suicide attempts are higher than those of the adolescent population in general. These young people also have higher rates of mood disorders, conduct disorders, and posttraumatic stress disorder.
5. American Indian/Alaska Native youth. In 2009, the rate of suicide among American Indian / Alaska Native youth ages 15-19 was more than twice that of the general youth population. Risk factors that can affect this group include substance use, discrimination, lack of access to mental health care, and historical trauma.
6. LGBTQ (lesbian, gay, bisexual, transgender, or questioning) youth. The CDC finds that LGBTQ youth are four times more likely, and questioning youth are three times more likely, to attempt suicide as their straight peers. The American Association of Suicidology reports that nearly half of young transgender people have seriously considered taking their lives and one quarter report having made suicide attempt. Suicidal behavior among LGBTQ youth can be related to experiences of discrimination, family rejections, harassment, bullying, violence and victimization. For those youth with baseline risk for suicide (especially those with a mental disorder), these experiences can place them at increased risk. It is these societal factors, in concert with other individual factors such as mental health history, and not the fact of being LGBTQ that will elevate the risk of suicidal behavior for LGBTQ youth.
7. Youth bereaved by suicide. Studies show that those who have experience suicide loss, through the death of a friend or loved one, are at increased risk for suicide themselves.
8. Youth living with medical conditions and disabilities. A number of physical conditions are associated with an elevated risk for suicidal behavior. Some of the conditions include chronic pain, loss of mobility, disfigurement, cognitive styles that make problem-solving a challenge, and other chronic limitations. Adolescents with asthma are more likely to report suicidal ideation and



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behavior than those without asthma. Additionally, studies show that suicide rates are significantly higher among people with certain types of disabilities, such as those with multiple sclerosis or spinal cord injuries.

### Prevention Policies Implementation

TCS designates the following administrators to act as the primary and secondary suicide prevention coordinators:

1. Principal
2. Trained Certificated Staff Member

The suicide prevention coordinator will be responsible for planning and coordinating implementation of suicide prevention for the School.

The TCS suicide prevention coordinator will act as a point of contact in the school for issues relating to suicide prevention and policy implementation. All staff members shall report students they believe to be at elevated risk for suicide to the School's primary suicide prevention coordinator. If this primary suicide prevention coordinator is unavailable, the staff shall promptly notify the secondary suicide prevention coordinator.

Providing a safe, positive, and welcoming school climate; and ensuring that students have trusting relationships with adults serves as the foundation for effective suicide prevention efforts. Bullying and suicide-related behaviors have a number of shared risk factors including mental health challenges (e.g., depression, hopelessness, and substance use/abuse). Youth who report frequently bullying others and those who report being frequently bullied are at increased risk for suicidal thoughts and behavior. Bully-victims (those who report both bullying others and being bullied) are at the highest risk for suicidal thoughts and behaviors. Keep in mind the relationship between bullying and suicide is more complex and less direct than it might appear. While bullying may be a precipitating event, there are often many other contributing factors, including underlying mental illness.

Prevention efforts should also address non-suicidal self-injury (NSSI or "cutting"). While the behavior is typically not associated with suicidal thinking, it is a red flag that someone is distressed and does increase the risk for suicidal thinking and behaviors. It is important that school staff learn to recognize the signs of NSSI, including cuts, burns, scratches, scabs, and scrapes, especially those that are recurrent and if explanations for the injuries are not credible. Suicide risk assessment should always be a part of intervention with the student who displays NSSI.

### Staff Professional Development

All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.

In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:



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- a. The impact of traumatic stress on emotional and mental health.
- b. Common misconceptions about suicide.
- c. Charter School and community suicide prevention resources.
- d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines).
- e. The factors associated with suicide (risk factors, warning signs, protective factors).
- f. How to identify youth who may be at risk of suicide.
- g. Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on the School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on the School guidelines.
- h. Charter School-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed.
- i. Charter School-approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention).
- j. Responding after a suicide occurs (suicide postvention).
- k. Resources regarding youth suicide prevention.
- l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide.
- m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

All staff will receive annual professional development on risk factors, warning signs, protective factors, response procedures, referrals, postvention, and resources regarding youth suicide prevention. The professional development will include additional information regarding core components of suicide prevention, including:

- How to talk with a student about thoughts of suicide.
- How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment.
- Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member.
- Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide.
- Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
- Information regarding groups of students at elevated risk for suicide, including those living with mental and/or substance use disorders, those who engage in suicidal ideation, self-harm or have attempted suicide, those in out-of-home settings (such as foster care), those experiencing homelessness, American Indian/Alaska Native student, LGBTQ students, students bereaved by suicide, and those with medical conditions or certain types of disabilities.

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Materials approved by the Charter School for training shall include how to identify appropriate mental health services, both at the school site and within the larger community, and when and how to refer youth and their families to those services. Materials approved for training may also include programs that can be completed through self-review of suitable suicide prevention materials.

Employees of TCS must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

### Student Participation and Education

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, TCS along with its partners has carefully reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide. Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with TCS and is characterized by caring staff and harmonious interrelationships among students.

The School's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The instruction shall not use the stress model to explain suicide.

The School's instructional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the Charter School's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. Under the supervision of an appropriately trained individual acting within the scope of her/his credential or license, students shall:

1. Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress. The content of the education may include:
  - a. Coping strategies for dealing with stress and trauma.
  - b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others.
  - c. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help.
  - d. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.
2. Receive developmentally appropriate guidance regarding TCS's suicide prevention, intervention, and referral procedures.

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Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, orientation classes, science, and physical education).

The School will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week, Peer Counseling, Freshman Success, and National Alliance on Mental Illness on Campus High School Clubs).

### **Identification and Intervention**

Early identification and intervention are critical to preventing suicidal behavior. When a member of school staff becomes aware of a student exhibiting potential suicidal behavior, they should immediately and contact a member of the school's crisis response team for a suicide risk assessment and support. If the appropriate staff is not available, 911 should be called. Typically, it is best to inform the student what you are going to do every step of the way. Under no circumstances should the student be left alone (even in a bathroom/ restroom). Reassure and supervise the student until a 24/7 caregiving can assume responsibility.

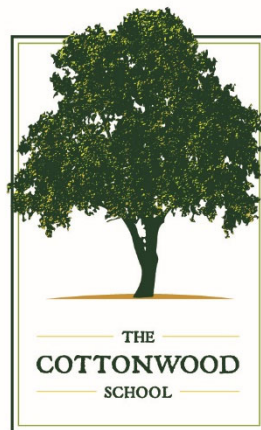
### References

American Foundation for Suicide Prevention, American School Counselor Association, National Association of School Psychologists & The Trevor Project (2019). Model School District Policy on Suicide Prevention: Model Language, Commentary, and Resources (2nd ed.). New York: American Foundation for Suicide Prevention

### **Technology Use Agreement**

Students and parents/guardians are responsible to read and sign the terms of the Internet/Network/Technology Equipment Acceptable Use Policy. The Acceptable Use Policy must be signed prior to being allowed access to TCS technology.

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The TCS faculty looks forward to the upcoming year. We believe all students have the ability to learn, utilizing various learning modalities, and achieve their academic and personal goals through relevant experiences. We value each student’s cultural and personal values, and strive to engage students in practical and relevant real-life learning—inside and outside the classroom—locally and globally.

## **The Cottonwood School ACCEPTABLE USE AGREEMENT (AUA) NETWORK AND COMPUTER RELATED RESOURCES**

Each student who is authorized to use school technology and his/her parent/guardian shall sign this Acceptable Use Agreement as an indication that they have read and understand the agreement. The guardian/parent must sign when the user is under 18 years of age. The school authorizes students to use technology owned or otherwise provided by the school as necessary for instructional purposes. The use of school technology is a privilege permitted at the school's discretion and is subject to the conditions and restrictions set forth in applicable school administrative regulations, and this Acceptable Use Agreement. The school reserves the right to suspend access at any time, without notice, for any reason. The school expects all students to use school technology responsibly and appropriately consistent with school policies and regulations, California Education Code, and other local, state and federal laws and regulations governing the applicable matter in order to avoid potential problems and liability.

The school shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student's online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

### **Definitions**

School technology includes, but is not limited to, computers, the school's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable

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technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through school-owned or personally owned equipment or devices.

### **Student Obligations and Responsibilities**

The school's network/computer system ("school system") is shared and available to all registered users. The school system may not be used in a way as to disrupt or interfere with its use by others. Students are expected to use school technology safely, responsibly, and for educational purposes only.

Student users will ONLY use authorized accounts they have been personally issued. The student in whose name school technology is issued is responsible for its proper use at all times. All student users must keep their account passwords confidential. Students shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned.

The School advises students:

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

Students are prohibited from using school technology for improper purposes, including, but not limited to, use of school technology to:

1. Access, post, submit, publish, display, or otherwise use harmful or inappropriate material that is discriminatory, libelous, defamatory, obscene, sexually explicit, disruptive, harassing, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, gender identify, gender expression, sexual orientation, age, disability, religion, or political beliefs
2. Bully/cyberbully, harass, intimidate, or threaten other students, staff, or other individuals
3. Disclose, use, or disseminate personal identification information (such as name, address, telephone number, Social Security number, or other personal information) of yourself, or another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person
4. Infringe on copyright, license, trademark, patent, or other intellectual property rights
5. Intentionally disrupt or harm school technology or other school operations (such as destroying school equipment, placing a virus on school computers, adding or removing a

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- computer program without permission from a teacher or other school personnel, changing settings on shared computers)
6. "Hack" into the school system to manipulate data of the school or other users
  7. Steal services, including connection of unauthorized network/computer equipment to the system
  8. Install non-approved software/programs, and/or the download and install software/programs on school computers and/or network communication systems
  9. Use school technology to communicate unlawful information or to transmit computer viruses.
  10. Use of the school system for anonymous access or communication of information
  11. To send "junk", "mass", or "spam" email
  12. Engage in other conduct deemed objectionable by The Cottonwood School
  13. Engage in or promote any practice that is unethical or violates any classroom rules, school conduct code, or any law administrative regulation, or school practice, including any communication advocating, encouraging or supporting illegal activities.
  14. Access, delete, move, or alter anyone else's files and/or data.
  15. Communicate using inappropriate language, including swearing and use of vulgarities.

### Privacy

Since the use of school technology is intended for educational purposes, students shall not have any expectation of privacy in any use of school technology.

The school reserves the right to monitor and record all use of school technology, including, but not limited to, computer files, access to the Internet or social media, email, text messages, instant messaging, and other electronic communications sent or received from school technology, or through the use of school technology. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Students should be aware that, in most instances, their use of school technology (such as web searches and emails) cannot be erased or deleted.

All passwords created for or used on any school technology are the sole property of the school. The creation or use of a password by a student on school technology does not create a reasonable expectation of privacy.

### Personally Owned Devices

If a student uses a personally owned device to access school technology, he/she shall abide by all applicable administrative regulations, and this Acceptable Use Agreement. Access to school technology from personal technology is limited to wireless access points on the school campuses. Access to the school technology from personal technology is not available via hardwire connections. The school assumes no liability for personally owned devices, including computers and smart phones, if such devices are damaged, lost, or stolen. The student and parent/guardian, shall indemnify and hold the school harmless from any losses sustained as the result of use or misuse of the school's technology by the student, and/or the loss or damage of personally owned devices.

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**Reporting**

If a student becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of school technology, he/she shall immediately report such information to the teacher or other school personnel.

**Consequences for Violation**

Violations of the law and regulations governing the use of school technology, or this Acceptable Use Agreement may result in revocation of a student's access to school technology and/or discipline, up to and including suspension or expulsion. In addition, violations of the law or this Acceptable Use Agreement may be reported to law enforcement agencies as appropriate.

 **The Cottonwood School Acceptable Use Agreement**

**Student Expectations**

I have read, understand and will follow this Acceptable use Agreement. If I break this agreement, the consequence could include suspension of computer privileges and/or disciplinary action. I also understand the school network, email accounts are owned by The Cottonwood School and has the right to access any of the information used through the mediums provided through the school at any time.

\_\_\_\_\_   
 Student Name (please print)

\_\_\_\_\_   
 Students Signature

\_\_\_\_\_   
 Date

**Parent/Guardian Acceptable Use Signature**

As parents, students and teachers work together, we become a strong learning community, therefore, creating more opportunities for students to be successful. As the parent or guardian of this student, I have read The Cottonwood School Acceptable Use Agreement. I understand that technology is provided for the educational purposes in keeping with the academic goals of The Cottonwood School. I recognize it is impossible for the school to restrict access to all controversial materials, and I will not hold the school responsible for the materials acquired on the school network.

I understand and will support my student in adhering to this Acceptable Use Agreement. I am aware that if my child breaks this agreement, the consequences could include suspension of computer privileges and/or disciplinary action. I also understand the school network and email accounts are owned by The Cottonwood School. The school has the right to access and



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information used through the mediums provided through the school at any time. I hereby give permission for my child to use technology resources at The Cottonwood School.

Parent/Guardian Name (please print)

Parent/Guardian Signature

Date

**Medication Permission Form**

2020-2021 School year

Dear Parent:

If your student needs prescription or over the counter medication administered during school hours, we require that this form be completed and returned to the office. TCS staff will not be able to administer any prescription or over the counter medication without a completed form signed by a parent and a doctor. STUDENTS ARE NOT TO CARRY ANY MEDICATION FOR SELF-ADMINISTRATION except for asthmatics who use inhalant bronchodilators or allergy to nuts requiring an Epi-pen (for which a copy of this form completed by parent and physician must be on file in the office.) MEDICATION MUST BE DELIVERED TO THE SCHOOL AND TAKEN HOME BY A PARENT OR GUARDIAN ONLY.

TO BE COMPLETED BY THE PARENT

I hereby request that the approved school employee administer medication as prescribed by my child's physician.

Student Name \_\_\_\_\_ Grade \_\_\_\_\_ Date \_\_\_\_\_

Parent Signature \_\_\_\_\_ Parent Telephone Number \_\_\_\_\_

TO BE COMPLETED BY THE PHYSICIAN

(Prescription and over-the-counter)

Patient \_\_\_\_\_ Diagnosis \_\_\_\_\_

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Medication \_\_\_\_\_ Dose \_\_\_\_\_ Frequency \_\_\_\_\_

From \_\_\_\_\_ Through \_\_\_\_\_ Possible Side Effects \_\_\_\_\_

Initiation Date \_\_\_\_\_ Ending Date \_\_\_\_\_

If P.R.N. signs and symptoms for administering medication

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Print M.D. address and telephone number

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Date \_\_\_\_\_ M.D. Signature/\*STAMP \_\_\_\_\_

Important: Prescription medication must be in a PRESCRIPTION BOTTLE with a proper pharmacist's label attached. The label should list the student's name, medication and physician's name. Over the counter medication is to be labeled with the student's name.