Redwood Coast Montessori

Board of Directors

793 K Street, Arcata, CA 95521 (Room 5)

Zoom Meeting Link: Meeting ID: 889 1566 4264 Passcode:834886

https://us06web.zoom.us/j/88915664264?pwd=GblouuO5LzaaGkX0avipM4j68KG5Qm.1

Regular BOARD MEETING

August 13, 2025 6:30 p.m. **Minutes**

A. CALL TO ORDER OF OPEN SESSION

Michelle Ellis called the meeting to order at 6:32 pm.

Board Members Present:

Kim Bonine (President); Michelle Ellis (Vice President); James Bragg (Treasurer); Susann

Goodman (Secretary); Gabriel Ferreira (Member-at-Large)

Board Members Absent: None

B. OPEN SESSION: 6:30 P.M. LOCATION: REDWOOD COAST MONTESSORI, 793 K Street, Arcata, CA 95521

C. PUBLIC COMMENT

The public is invited to make announcements or comment on information to the Board that is relevant to the scope of authority of Redwood Coast Montessori. The Board may uniformly impose a time limit of 3 minutes to individual presentations to assure every subject is heard. By public law, the Board cannot take action on items not on the agenda. No public comment at 6:40 pm.

D. GENERAL FUNCTION-CONSENT ITEMS- Approval w/ Single Motion:

Items listed under the Consent Agenda are considered to be routine and are acted on by the Board in one motion. There is no discussion of these items before the Board vote unless a member of the Board, staff, or public requests specific items be discussed and/or removed from the Consent Agenda. It is understood that the Administration recommends approval on all Consent Items.

- 1. Approval of Draft Minutes of June 17, 2025 Regular Meeting
- Board Meeting Minutes June 17, 2025.pdf
- 2. Approval of Draft Minutes of June 18, 2025 Regular Meeting
- Board Meeting Minutes June 18, 2025.pdf
- 3. Approval of Draft Minutes of July 10, 2025 Special Board Meeting
- RCM Mins. 7 10 2025.pdf
- Items 1–3 Motion: Michelle Ellis; Second: Susann Goodman; Passed at 6:46 pm. Roll-call vote: Bonine—Aye; Ellis—Aye; Bragg—Aye; Goodman—Aye; Ferreira—Aye.
 - 4. Approval of new Classified Staff: Paraproffesional/Aide <u>Claudia Culbertson</u>
 Claudia Culbertson Contract 2025-2026 unsigned.pdf
 - 5. Approval of new Classified Staff: Paraproffesional/Aide Rio Cepeda
 - Rio Cepeda contract 2025-2026 unsigned.pdf

- 6. Approval of new Certificated Staff: Manila Teacher Jessica Mena (Ureno)
- Jessica Mena (Ureno) Contract 25-26.pdf
- 7. Approval of Short Term Staffing Permit (STSP), which is an emergency long term permit, for <u>Jessica Ureno (Mena)</u>
- 8. Approval of new Certificated Staff: Arcata Teacher Tabitha Kohler
- Tabitha Kohler Contract 25-26.pdf
- 9. Approval of Short Term Staffing Permit (STSP), which is an emergency long term permit, for <u>Tabitha Kohler</u>
- 10. Approval of new Certificated Staff: Manila Teacher Katie Swisher
- Katie Swisher Contract 25-26.pdf
- 11. Approval of new Certificated Staff: Manila Teacher Ana Marbain
- Ana Marbain contract 2025-2026 unsigned.pdf
- 12. Approval of corrected Academic Calendar 2025-2026 (October 22nd, was missing from previously approved calendar.)
- RCM-Calendar-25-26-School-wide accurate.pdf
- Items 4–12 Motion: Gabriel Ferreira; Second: Michelle Ellis; Passed at 6:57 pm. Roll-call vote: Bonine—Aye; Ellis—Aye; Bragg—Aye; Goodman—Aye; Ferreira—Aye.

E. BUSINESS AND FINANCE - ITEMS FOR REPORT, DISCUSSION, AND POSSIBLE ACTION

- 1. Discussion of Certificated salary schedule
- Certificated Salary Schedule 25-26.pdf
- 1. Certificated Salary Schedule Discussed; to be added as a future agenda item.
- F. SCHOOL FUNCTIONS ITEMS FOR REPORT, DISCUSSION, AND POSSIBLE ACTION
 - 1. Greater depth into future planning, priorities (Estimates Only)
 - Absences, Funding Impacts-24-25.pdf
 - 2. Requesting Approval updated Parent Handbook attendance wording
 - Arcata Elementary Attendance Policy and RCM Charter petition wording.pdf
 - 3. Discussion/Informational: Attendance Recovery
 - Attendance Recovery Instructional Time and Attendance Accounting (CA Dept of...
- Items 2-3 Motion: Susann Goodman; Second: Gabriel Ferreira; Passed at 8:14 pm.
- Roll-call vote: Bonine—Aye; Ellis—Aye; Bragg—Aye; Goodman—Aye; Ferreira—Aye.
 - Requesting Approval: Attendance Recovery- Dates offered
 - Attendance Recovery Opportunities '25-'25 Flyer.pdf
- Item 4 Motion: James Bragg; Second: Michelle Ellis; Passed at 8:15 pm.
- Roll-call vote: Bonine—Aye; Ellis—Aye; Bragg—Aye; Goodman—Aye; Ferreira—Aye.
 - 5. Discussion and possible Approval: School Van Check Out Process
 - Van Use Form 2025-2026.pdf
- Item 5 Motion: Gabriel Ferreira; Second: Susann Goodman; Passed at 8:23 pm. Roll-call vote: Bonine—Aye; Ellis—Aye; Bragg—Aye; Goodman—Aye; Ferreira—Aye.

G. STAFF AND DIRECTORS REPORTS - ITEMS FOR REPORT, DISCUSSION

- 1. Staff Report- Michelle Leonard provided a Breezeway mitigation project update.
- 2. Staff Report- Janean Weekly-Embree submitted and read a report to the Board regarding gratitude and focus items for 2025–2026.

- 3. Esther shared an update on the FFP donation to support families and noted two social-work interns.
- 4. Directors Reports

H. FUTURE AGENDA ITEMS:

1.Stipends discussion

ADJOURNMENT OF OPEN SESSION NOTICE:

Meeting adjourned at 8:40 pm.

Minutes prepared by: Susann Goodman, Secretary

Date Prepared: 09/06/2025

Any writing, not exempt from public disclosure under Government Code Section 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, OR 6254.22, which is distributed to all or a majority of the members of the governing board by any person in connection with a matter subject to discussion or consideration at an open meeting of the board is available for public inspection at the Redwood Coast Montessori School 1611 Peninsula Drive, Arcata, CA 95521. In compliance with Government Code section 54954.2(a) Redwood Coast Montessoir will, on request make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Redwood Coast Montessori at 707-832-4194.

Redwood Coast Montessori Board of Directors Regular Meeting

Zoom (https://us06web.zoom.us/j/83073560631?pwd=d2xMRHN2bFRHY2w3Wng0NG5kdExNUT09)
REGULAR MEETING
June 17, 2025 6:34 p.m.
MINUTES

A. CALL TO ORDER OF OPEN SESSION by Kim Bonine at 6:38 p.m.

- a. Present: Kim Bonine, Susann Goodman, James Braggs, Michelle Ellis, Gabriel Ferreira
- B. PUBLIC COMMENT No public comments.

C. GENERAL FUNCTION

1. Approval 5/14/25 minutes as written, approval of 6/4/25 minutes with modification of vote count on item C1 which included one abstention, the final vote in closed session was ayes 3, noes 0, abstention 1.: M/S by Ellis/Ferreira to approve the General Function-Consent Items. Board: ayes 5, noes 0. Motion carried.

D. BUSINESS AND FINANCE

SUL	ANDTHANCE
1.	2025-26 ConApp: Discussion and vote delayed until 6/18/25 special meeting.
2.	Public Hearing: 2025/2026 DRAFT Local Control Accountability Plan (LCAP)
	Solicitation, Recommendation, and Comments from Members of the Public
	Open:6:40 p.m
	Close:6:55 p.m
3.	Public Hearing: Local Control Funding Formula (LCFF) 2025/2026 Budget -
	Solicitation, Recommendation, and Comments from Members of the Public
	Open:6:56 p.m
	Close:7:34 p.m
4.	Public Hearing: 2025/2026 Education Protection Account
	Open:7:34 p.m
	Close:7:36 p.m
-	T 117 1 0 111 D (DICE) 14/01 D (DIL)

- 5. Expanded Learning Opportunities Program (ELO-P): M/S by Braggs/Ellis to approve the ELO-P plan as presented. Board: ayes 5, noes 0. Motion carried.
- Stipends (MMUN, Camping and other trips): The Board held an in-depth discussion regarding stipends with particular focus on the Manila adolescent camping trip. No policy decisions were made.

E. SCHOOL FUNCTIONS

- 1. Declaration of Need: M/S by Goodman/Ferreira to approve the Declaration of Need. Board: ayes 5, noes 0. Motion carried.
- 2. Community Norms & Expectations: An updated Community Norms policy was presented to the board. Discussion was held regarding linking this document to all relevant existing policies and to provide clarification regarding the preamble/guidelines. No action was taken.
- 3. School Board Meeting dates for 2025-26: The Board voted to set the regular school board meeting date for the second Wednesday of each month at 6:30 p.m. The first meeting will take place on July 9th at the Arcata campus. Board: ayes 5, noes 0. Motion carried.
- 4. Board Retreat: The Board decided to postpone this decision until the July 9th meeting.

F. STAFF AND DIRECTOR REPORTS

- 1. Staff: Michelle and Bryan presented information about recent events that have been taking place at both campuses.
- 2. Directors: None

G. FUTURE AGENDA ITEMS

- 1. Board Retreat
- 2. Stipend discussion

H. ADJOURNMENT OF OPEN SESSION

1. M/S by Ellis/Goodman to close the regular May meeting at 8:45 p.m. Board: ayes 5, noes 0. Motion carried.

Redwood Coast Montessori Board of Directors Special Meeting

Zoom (https://us06web.zoom.us/j/83073560631?pwd=d2xMRHN2bFRHY2w3Wng0NG5kdExNUT09)

SPECIAL MEETING

June 18, 2025 6:30 p.m.

MINUTES

A. CALL TO ORDER OF OPEN SESSION by Kim Bonine at 6:35 p.m.

 Present: Kim Bonine, Susann Goodman, James Braggs, Michelle Ellis, Gabriel Ferreira

B. PUBLIC COMMENT - No public comments

C. GENERAL FUNCTION – [Action Item]

1. None

D. BUSINESS AND FINANCE.

- 1. Approval of 2025-26 Local Indicator Self-Reflection for Redwood Coast Montessori: M/S by Ferreira /Goodman to approve the 25-26 Local Indicator Self-Reflection for RCM: ayes 5, noes 0. Motion carried.
- 2. Approval of the 2025/2026 Local Control Accountability Plan (LCAP): M/S by Ellis/Goodman to approve the 25-26 LCAP: ayes <u>5</u>, noes <u>0</u>. Motion carried.
- 3. Approval of 2025/2026 Local Control Accountability Plan (LCAP) Federal Addendum: M/S by Goodman/Ellis to approve the 25-26 LCAP Federal Addendum: ayes 5, noes 0. Motion carried.
- 4. Approval of the Local Control Funding Formula (LCFF) 2025/2026 Budget: M/S by Ellis/Goodman to approve the 25-26 LCFF: ayes 5, noes 0. Motion carried.
- 5. Approval of 2025/2026 Education Protection Account: M/S by Ellis/Goodman to approve spending the 25-26 Education Protection Account funds as outlined in the 2025-26 EPA Expenditure Report: ayes 5, noes 0. Motion carried.
- 6. Resolution 2025-1: Application for California Energy Commission Loan: M/S by Braggs/Ellis to Adopt Resolution 2025-1 for the K-12 Energy Efficiency Program (KTEP) Loan Application: ayes 5, noes 0. Motion carried.
- 7. Adoption of Reading Difficulties Risk Screener (RDRS) for Grades K-2: M/S by Goodman/Ferreira to approve the recommendation by the Director of Redwood Coast Montessori School, to adopt the UCSF Dyslexia Center (UCSF Multitudes), screener for K-2nd Grade students. Board: ayes 5, noes 0. Motion carried.

E. SCHOOL FUNCTIONS

8. Appointment of Bryan Little as a temporary administrative consultant: M/S by Braggs/Ellis to Bryan Little as an administrative consultant for the 2025-26 School year: ayes 5, noes 0. Motion carried.

F. FUTURE AGENDA ITEMS

- 1. Prop 28 Report (approve by 9/30/25)
- 2. Consultant contract

G. ADJOURNMENT OF OPEN SESSION

1. M/S by Ellis/Goodman to close the regular May meeting at 7:45 p.m. Board: ayes 5, noes 0. Motion carried.

Redwood Coast Montessori

Board of Directors Meeting Minutes

Date: July 10, 2025 **Time:** 6:30 PM

Location: Arcata Campus, 793 K Street, Arcata, CA 95521

Board Members Present:

- Kim Bonine (President)
- Michelle Ellis (Vice President)
- James Bragg (Treasurer)
- Susann Goodman (Secretary)

Board Members Absent:

Gabriel Ferreira (Member-at-Large)

Also Present:

- Director Janean Weekly-Embree
- Site Supervisor Michelle Leonard

A. Call to Order

President Kim Bonine called the meeting to order at 6:30 PM.

B. Open Session

The meeting was held at the Arcata campus of Redwood Coast Montessori. There were no public comments during the open session. President Bonine commemorated Director Janean Weekly-Embree's first board meeting.

C. Public Comment

No public comments were made.

D. General Consent Items

Approval of the minutes from the June 18, 2025, regular board meeting was not possible
as the minutes were not available.

E. Business and Finance

There were no business or finance items to report.

F. School Functions

1. Board Retreat

The Board Retreat will be held on September 3, 2025, from 6:30 PM to 8:30 PM at the Arcata campus.

2. Future Board Meeting Dates

Future board meetings will be held on Wednesdays at 6:30 PM. The next meeting is scheduled for August 13, 2025, at the Arcata campus. Meetings will continue at the Arcata campus until December, after which they will move to the Manila campus for the remainder of the school year.

3. Consultation Agreement

The board discussed the consultation agreement. Betsy raised questions regarding the funding source and hourly rate (base funding/\$30 per hour). The board decided that the consultant may be retained until at least December 2025 to allow for additional time if needed.

Motion: Michelle Ellis moved to approve the consultant agreement.

Second: James Bragg

Vote: Motion carried with all ayes.

G. Staff and Directors Reports

Staff Report:

Betsy provided an update on the school garden.

Director's Report:

Director Janean Weekly-Embree presented a slideshow outlining a roadmap for disseminating information to staff regarding pertinent and pressing school issues.

Additional Update:

Susann Goodman updated the board that R. Staubough will not be released into the

community.

H. Future Agenda Items

- · Certificated and classified salary schedules.
- Greater depth into future planning and priorities.
- Approval of employment for new certificated and classified staff.

I. Action Items

No formal action items were assigned during this meeting.

Adjournment

A motion to adjourn was made by James Bragg at 8:45 PM and seconded by Susann Goodman. Motion carried with all ayes. Meeting adjourned at 8:45 PM.

Minutes prepared by: Susann Goodman (Secretary)

Date: 7/11/2025

Approval:

These minutes were approved by the Board of Directors on [Approval Date].

Signature:

Susann Goodman, Board Secretary

AT-WILL EMPLOYMENT AGREEMENT Between REDWOOD COAST MONTESSORI & CLAUDIA CULBERTSON

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of Redwood Coast Montessori ("RCM"), a California public charter school approved by the Arcata Elementary School District (the "District"). The Board desires to hire employees who will assist RCM in achieving the goals and meeting the requirements of RCM's charter. The parties recognize that RCM is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting RCM in implementing its purposes, policies, and procedures.

WHEREAS, RCM and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

- 1. RCM has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*. RCM has been duly approved by the District, according to the laws of the State of California.
- 2. Pursuant to Education Code section 47604, RCM has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-Profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 et seq. of the Corporations Code). As such, RCM is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of RCM, and the employee signing below expressly recognizes that he/she is being employed by RCM and not the District.
- Pursuant to Education Code section 47610, RCM must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
- 4. RCM shall be deemed the exclusive public school employer of the employees at RCM for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of Classroom Assistant. Employee will perform such duties as RCM may reasonably assign and Employee will abide by all RCM's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by RCM's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of RCM.

2. Work Schedule

The work schedule for this position shall be a 0.75 FTE temporary, part-time consisting of M-F, 8:30 p.m. to 3:00 p.m. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with RCM.

3. Compensation

The hourly wage for this position is \$19.54/hr. Employee shall be paid monthly, from which the Board shall withhold all statutory and other authorized deductions.

4. Employee Benefits

Employee shall be entitled to participate in designated employee benefit programs and plans established by RCM (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by RCM in its sole discretion.

5. Performance Evaluation

Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with RCM. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate Employee shall not prevent RCM from disciplining or dismissing Employee at-will in accordance with this Agreement.

Employee Rights

Employment rights and benefits for employment at RCM shall only be as specified in this Employment Agreement, RCM's charter, the Charter Schools Act and RCM's Employee Handbook, which from time to time may be amended and modified by RCM. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with RCM.

7. Licensure

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. Fingerprinting/TB Clearance

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

10. Conflicts of Interest

Employee understands that, while employed at the School, he or she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with RCM.

11. Outside Professional Activities

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. RCM shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

RCM may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at RCM's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's

employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of RCM. No one other than the Board of RCM has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of RCM and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with RCM on the terms specified herein.

- 2. All information I have provided to RCM related to my employment is true and accurate.
- 3. A copy of the job description is attached hereto.
- 4. This is the entire agreement between RCM and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:	Date:
Address:	
Telephone:	
RCM Approval:	a
Dated:	
	Kim Bonine, Board Chair

This Employment Agreement is subject to ratification and approval by the Governing Board of RCM.

AT-WILL EMPLOYMENT AGREEMENT Between

REDWOOD COAST MONTESSORI & RIO CEPEDA

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of Redwood Coast Montessori ("RCM"), a California public charter school approved by the Arcata Elementary School District (the "District"). The Board desires to hire employees who will assist RCM in achieving the goals and meeting the requirements of RCM's charter. The parties recognize that RCM is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting RCM in implementing its purposes, policies, and procedures.

WHEREAS, RCM and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

- 1. RCM has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*. RCM has been duly approved by the District, according to the laws of the State of California.
- Pursuant to Education Code section 47604, RCM has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-Profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 et seq. of the Corporations Code). As such, RCM is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of RCM, and the employee signing below expressly recognizes that he/she is being employed by RCM and not the District.
- 3. Pursuant to Education Code section 47610, RCM must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
- 4. RCM shall be deemed the exclusive public school employer of the employees at RCM for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee shall work in the position of 1:1 instructional aide. Employee will perform such duties as RCM may reasonably assign and Employee will abide by all RCM's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by RCM's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of

RCM.

2. Work Schedule

The work schedule for this position shall be part time consisting of M-F, 8:30 a.m. to 3:00 p.m. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with RCM.

3. Compensation

The hourly wage for this position is \$17.09/hr. Employee shall be paid monthly, from which the Board shall withhold all statutory and other authorized deductions.

4. Employee Benefits

Employee shall be entitled to participate in designated employee benefit programs and plans established by RCM (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by RCM in its sole discretion.

5. <u>Performance Evaluation</u>

Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with RCM. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate Employee shall not prevent RCM from disciplining or dismissing Employee at-will in accordance with this Agreement.

Employee Rights

Employment rights and benefits for employment at RCM shall only be as specified in this Employment Agreement, RCM's charter, the Charter Schools Act and RCM's Employee Handbook, which from time to time may be amended and modified by RCM. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with RCM.

7. <u>Licensure</u>

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. Fingerprinting/TB Clearance

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

10. Conflicts of Interest

Employee understands that, while employed at the School, he or she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with RCM.

11. Outside Professional Activities

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. RCM shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

RCM may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at RCM's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of RCM. No one other than the Board of RCM has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of RCM and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

- I have read this Agreement and accept employment with RCM on the terms specified herein.
- 2. All information I have provided to RCM related to my employment is true and accurate.

- 3. A copy of the job description is attached hereto.
- 4. This is the entire agreement between RCM and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:	Date:
Address:	
Telephone:	
RCM Approval:	
Dated:	
	Kim Bonine, Board Chair

This Employment Agreement is subject to ratification and approval by the Governing Board of RCM.

AT-WILL EMPLOYMENT AGREEMENT Between REDWOOD COAST MONTESSORI & JESSICA MENA (URENO)

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of Redwood Coast Montessori ("RCM"), a California public charter school approved by the Arcata Elementary School District (the "District"). The Board desires to hire employees who will assist RCM in achieving the goals and meeting the requirements of RCM's charter. The parties recognize that RCM is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting RCM in implementing its purposes, policies, and procedures.

WHEREAS, RCM and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

- 1. RCM has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*. RCM has been duly approved by the District, according to the laws of the State of California.
- Pursuant to Education Code section 47604, RCM has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-Profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 et seq. of the Corporations Code). As such, RCM is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of RCM, and the employee signing below expressly recognizes that he/she is being employed by RCM and not the District.
- Pursuant to Education Code section 47610, RCM must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
- 4. RCM shall be deemed the exclusive public school employer of the employees at RCM for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee shall work in the position of upper elementary teacher. Employee will perform such duties as RCM may reasonably assign and Employee will abide by all RCM's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by RCM's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of RCM.

2. Work Schedule

The work schedule for this position shall be full-time consisting of M-F 8:15 a.m. to 3:15 p.m. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with RCM.

3. Compensation

The base annual salary for this position is \$52,191. Employee shall be paid monthly, from which the Board shall withhold all statutory and other authorized deductions.

4. Employee Benefits

Employee shall be entitled to participate in designated employee benefit programs and plans established by RCM (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by RCM in its sole discretion.

5. Performance Evaluation

Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with RCM. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate Employee shall not prevent RCM from disciplining or dismissing Employee at-will in accordance with this Agreement.

6. Employee Rights

Employment rights and benefits for employment at RCM shall only be as specified in this Employment Agreement, RCM's charter, the Charter Schools Act and RCM's Employee Handbook, which from time to time may be amended and modified by RCM. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with RCM.

7. Licensure

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials. With respect to all

RCM teachers, teachers must possess or obtain the appropriate Montessori certification necessary to teach in the assignment listed herein within two (2) years of the date of this Agreement. If RCM agrees to finance any part of the teacher training necessary to acquire a valid Montessori certificate for the assignment listed herein, the teacher agrees to maintain employment with RCM for a minimum of five (5) years from the date of this Agreement. If the teacher chooses to terminate employment with RCM before the minimum five (5) years, the teacher will repay RCM for any funding provided by the School to the teacher to acquire the Montessori certification. Nothing in this paragraph shall in any way impair the ability of RCM to release a teacher from at-will employment as outlined herein.

8. Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. Fingerprinting/TB Clearance

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

10. Conflicts of Interest

Employee understands that, while employed at the School, he or she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with RCM.

11. Outside Professional Activities

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. RCM shall in no way be responsible for any expenses

attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

RCM may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at RCM's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of RCM. No one other than the Board of RCM has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of RCM and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

- 1. I have read this Agreement and accept employment with RCM on the terms specified herein.
- All information I have provided to RCM related to my employment is true and accurate.
- 3. A copy of the job description is attached hereto.
- 4. This is the entire agreement between RCM and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:	Date:
Address:	
Telephone:	<u>.</u>
RCM Approval:	
Dated:	Kim Roning Roard Chair

This Employment Agreement is subject to ratification and approval by the Governing Board of RCM.

AT-WILL EMPLOYMENT AGREEMENT Between REDWOOD COAST MONTESSORI & KATIE SWISHER

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of Redwood Coast Montessori ("RCM"), a California public charter school approved by the Arcata Elementary School District (the "District"). The Board desires to hire employees who will assist RCM in achieving the goals and meeting the requirements of RCM's charter. The parties recognize that RCM is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting RCM in implementing its purposes, policies, and procedures.

WHEREAS, RCM and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

- 1. RCM has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*. RCM has been duly approved by the District, according to the laws of the State of California.
- 2. Pursuant to Education Code section 47604, RCM has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-Profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 et seq. of the Corporations Code). As such, RCM is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of RCM, and the employee signing below expressly recognizes that he/she is being employed by RCM and not the District.
- 3. Pursuant to Education Code section 47610, RCM must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
- 4. RCM shall be deemed the exclusive public school employer of the employees at RCM for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee shall work in the position of education specialist teacher. Employee will perform such duties as RCM may reasonably assign and Employee will abide by all RCM's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by RCM's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of RCM.

2. Work Schedule

The work schedule for this position shall be full-time consisting of M-F 8:15 a.m. to 3:15 p.m. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with RCM.

3. Compensation

The base annual salary for this position is \$53,768. Employee shall be paid monthly, from which the Board shall withhold all statutory and other authorized deductions.

4. Employee Benefits

Employee shall be entitled to participate in designated employee benefit programs and plans established by RCM (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by RCM in its sole discretion.

5. Performance Evaluation

Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with RCM. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate Employee shall not prevent RCM from disciplining or dismissing Employee at-will in accordance with this Agreement.

6. Employee Rights

Employment rights and benefits for employment at RCM shall only be as specified in this Employment Agreement, RCM's charter, the Charter Schools Act and RCM's Employee Handbook, which from time to time may be amended and modified by RCM. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with RCM.

7. Licensure

Employee understands that employment is contingent upon verification and

maintenance of any applicable licensure and/or credentials. With respect to all RCM teachers, teachers must possess or obtain the appropriate Montessori certification necessary to teach in the assignment listed herein within two (2) years of the date of this Agreement. If RCM agrees to finance any part of the teacher training necessary to acquire a valid Montessori certificate for the assignment listed herein, the teacher agrees to maintain employment with RCM for a minimum of five (5) years from the date of this Agreement. If the teacher chooses to terminate employment with RCM before the minimum five (5) years, the teacher will repay RCM for any funding provided by the School to the teacher to acquire the Montessori certification. Nothing in this paragraph shall in any way impair the ability of RCM to release a teacher from at-will employment as outlined herein.

8. Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. Fingerprinting/TB Clearance

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

10. Conflicts of Interest

Employee understands that, while employed at the School, he or she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with RCM.

11. Outside Professional Activities

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during

regular work hours. RCM shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

RCM may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at RCM's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of RCM. No one other than the Board of RCM has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of RCM and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

- 1. I have read this Agreement and accept employment with RCM on the terms specified herein.
- All information I have provided to RCM related to my employment is true and accurate.
- 3. A copy of the job description is attached hereto.
- 4. This is the entire agreement between RCM and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:	Date:
Address:	
Telephone:	
RCM Approval:	
Dated:	
	Kim Bonine, Board Chair

This Employment Agreement is subject to ratification and approval by the Governing Board of RCM.

AT-WILL EMPLOYMENT AGREEMENT Between REDWOOD COAST MONTESSORI & ANA MARBAIN

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of Redwood Coast Montessori ("RCM"), a California public charter school approved by the Arcata Elementary School District (the "District"). The Board desires to hire employees who will assist RCM in achieving the goals and meeting the requirements of RCM's charter. The parties recognize that RCM is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting RCM in implementing its purposes, policies, and procedures.

WHEREAS, RCM and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

- RCM has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. RCM has been duly approved by the District, according to the laws of the State of California.
- 2. Pursuant to Education Code section 47604, RCM has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-Profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 et seq. of the Corporations Code). As such, RCM is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of RCM, and the employee signing below expressly recognizes that he/she is being employed by RCM and not the District.
- Pursuant to Education Code section 47610, RCM must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
- 4. RCM shall be deemed the exclusive public school employer of the employees at RCM for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee shall work in the position of upper elementary teacher. Employee will perform such duties as RCM may reasonably assign and Employee will abide by all RCM's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by RCM's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of RCM.

2. Work Schedule

The work schedule for this position shall be full-time consisting of M-F 8:15 a.m. to 3:15 p.m. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with RCM.

3. Compensation

The base annual salary for this position is \$50,660. Employee shall be paid monthly, from which the Board shall withhold all statutory and other authorized deductions.

4. Employee Benefits

Employee shall be entitled to participate in designated employee benefit programs and plans established by RCM (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by RCM in its sole discretion.

5. Performance Evaluation

Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with RCM. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate Employee shall not prevent RCM from disciplining or dismissing Employee at-will in accordance with this Agreement.

6. Employee Rights

Employment rights and benefits for employment at RCM shall only be as specified in this Employment Agreement, RCM's charter, the Charter Schools Act and RCM's Employee Handbook, which from time to time may be amended and modified by RCM. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with RCM.

7. Licensure

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials. With respect to all

RCM teachers, teachers must possess or obtain the appropriate Montessori certification necessary to teach in the assignment listed herein within two (2) years of the date of this Agreement. If RCM agrees to finance any part of the teacher training necessary to acquire a valid Montessori certificate for the assignment listed herein, the teacher agrees to maintain employment with RCM for a minimum of five (5) years from the date of this Agreement. If the teacher chooses to terminate employment with RCM before the minimum five (5) years, the teacher will repay RCM for any funding provided by the School to the teacher to acquire the Montessori certification. Nothing in this paragraph shall in any way impair the ability of RCM to release a teacher from at-will employment as outlined herein.

8. Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. Fingerprinting/TB Clearance

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

10. Conflicts of Interest

Employee understands that, while employed at the School, he or she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with RCM.

11. Outside Professional Activities

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. RCM shall in no way be responsible for any expenses

attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

RCM may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at RCM's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of RCM. No one other than the Board of RCM has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of RCM and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

- 1. I have read this Agreement and accept employment with RCM on the terms specified herein.
- 2. All information I have provided to RCM related to my employment is true and accurate.
- 3. A copy of the job description is attached hereto.
- 4. This is the entire agreement between RCM and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:	Date:
Address:	
Telephone:	
RCM Approval:	
Dated:	
	Kim Bonine Board Chair

This Employment Agreement is subject to ratification and approval by the Governing Board of RCM.

RCM Certificated Pay Scale					
	I	II	III	IV	V
	BA/BS	BA/BS	MA/MS	MA/MS	
Step	No		No		1
	Montessori	Montessori	Montessori	Montessori	School
	Certificate	Training	Certificate	Training	PsycH/SLT
1	42,872	48,447	49,173	51,419	64,361
2	43,515	49,174	49,911	52,191	65,326
3	44,168	49,912	50,659	52,974	66,306
4	44,831	50,660	51,419	53,768	67,301
5	45,503	51,420	52,191	54,575	68,310
6	46,186	52,192	52,973	55,393	69,335
7	46,879	52,975	53,768	56,224	70,375
8	47,582	53,769	54,575	57,068	71,430
9	48,295	54,576	55,393	57,924	72,502
10	49,020	55,394	56,224	58,792	73,589
11	49,755	56,225	57,067	59,674	74,693
12	50,501	57,069	57,923	60,569	75,814
13	51,259	57,925	58,792	61,478	
14	52,028	58,794	59,674	62,400	78,105
15	52,808	59,675	60,569	63,336	79,277
16	53,600	60,571	61,478	64,286	
17	54,404	61,479			81,673
18	55,220	62,401	63,336	66,229	
19	56,049		64,286	67,223	84,141
20	56,890	64,287	65,250		
21	57,743	65,252			
22	58,609	66,230	67,223		
23	59,488		68,231		
24	60,380	68,232	69,254	72,418	
25	61,286	69,256			Andrew Control of the
26	62,205	70,295	71,348	74,607	93,384
27	63,139				
28	64,086	72,419	73,504	76,862	96,206
29	65,047				
30	66,023				

Redwood Coast Montessori Absences 2024-2025

Based on a 180-day school year.

This estimate excludes supplemental/concentration funding but incorporates the TK-specific funding.

Manila Absences 2024-2025

Grade Span	Total per ADA		÷180 days	Daily Rate
TK-3	\$11,068 + \$3,077 = \$14,145	=		\$78.58
4–6	\$10,177			\$56.54
7–8	\$10,478			\$58.21

Grade Cluster	Absences	Daily Rate	Estimated Loss
TK-K	237	\$78.58	\$18,635
1st-3rd	336	\$78.58	\$26,427
4th-6th	360	\$56.54	\$20,354
7th-8th	143	\$58.21	\$8,325
TOTAL	1,076	_	\$73,741

Arcata Absences 2024-2025 LCFF Base Grants & Daily Rates (2024–25)

Grade Span	Adjusted Base Grant (/ADA)	Daily Rate (/180 days)
7–8	\$10,478	\$58.21
9-12	\$12,460	\$69.22

Grade	Students	Absences	Rate (/day)	Estimated Loss
6	5	23	\$56.54	\$1,300
7	10	94	\$58.21	\$5,472
8	13	145	\$58.21	\$8,440
9	14	106	\$69.22	\$7,337
10	15	171	\$69.22	\$11,840
11	15	82	\$69.22	\$5,676
12	13	56	\$69.22	\$3,877
Total	75	677	·	≈\$43,942

Total loss for both sites. = \$117.683

School	Students	Absences	Student-Days	Absence Rate
Arcata	75	677	13,500	5.01 %
Manila	106	1,076	19,080	5.64 %

Proposed wording for the Parent/Student Handbooks for TK-8 and Highschool

Below is the wording outlined in the Charter Petition agreement between RCM and Arcata Elementary School District.

School Attendance

School attendance is critical to the academic and social success of each student and the development of the school community. Redwood Coast Montessori will strive for a minimum of 95% attendance among all students. Parents and students will be informed about the RCM attendance policies and expectations. If attendance becomes a concern, the following steps will be followed: 1. Parents and/or guardians will be contacted by the teacher and/or director

2. Redwood Coast Montessori will assist the family to overcome attendance obstacles 3. If attendance continues to be a problem, RCM will follow Arcata Schools SARB protocol

Attendance Policy- Arcata Elementary

"Being in school every day means your child won't miss out on learning. Research has proven that there is a strong connection between school attendance and academic performance and success.

Why is it so important to attend every day?

Each day's lessons build upon the lessons from the previous day. Students miss the opportunity to have class discussions, teacher explanations, and supervised practice. Discussions, demonstrations, experiments and participation are part of the daily learning activities and cannot be made up if a student is absent.

What can parents do to help?

Parents can model the value of education and the importance of regular attendance. Make sure your child arrives on time - you'll help establish a good habit that will carry through life. Try to schedule appointments and family trips outside of school hours. If a student is ill or must miss school for some other reason, contact the school and teacher immediately.

Who else benefits from good school attendance?

Everyone benefits! Less classroom time is spent reteaching and reviewing for students who were absent. Teachers won't need to make up tests or activities. The office staff spends less time calling to verify reasons for absences. Schools with low absence rates receive more school funding.

Remember, regular attendance is necessary for success in school. Help ensure your child has the best opportunity for success by making sure school is a priority.

Does my student need to attend school?

In California, every child between the ages of 6 and 18, is required to attend school. Every parent or quardian of a child ages 6-18 is legally mandated to ensure that his or her child attends school.

What's the difference between truancy and chronic absenteeism?

Truancy: 3 unexcused absences and/or tardies for more than a 30-minute period within the same school vear (or any combination of the above)

Chronic Truancy: missing 10% or more of the school year for unexcused reasons

Chronic Absence: missing 10% or more of the school year for any reason, excused or unexcused

What happens if my child is chronically truant or absent?

First, we send you a letter clarifying the attendance issues and we include a copy of your child's attendance record. If the absenteeism continues the team (parent, principal, teacher, and other school support personnel) will need to meet to discuss the issues and problem solve. Finally, when truancies (or unexcused absences) continue the case may be referred to the School Attendance Review Board (SARB). Families will be required to appear before the SARB panel to discuss solutions to the problem."



Home / Finance & Grants / Instructional Time and Attendance Accounting / Attendance Recovery

Attendance Recovery

Attendance Recovery allows local educational agencies (LEAs) the option to offer more opportunities to increase student access to instruction and recover funding dependent on average daily attendance.

Overview

To mitigate the negative impact that chronic absenteeism and emergency events have had on academic continuity for students and LEA funding, Senate Bill (SB) 153 (Chapter 38, Statutes of 2024) as amended by SB 176 (Chapter 998, Statutes of 2024) established the Attendance Recovery (AR) program under Article 9, Chapter 2, Part 26 of *Education Code* (*EC*) sections 46210-46211.

AR programs are voluntary programs that enable students to recoup absences for the purpose of apportionment (up to the lesser of ten total or the total number of absences accrued in a given school year) by attending supplementary sessions outside of the regularly scheduled school day.

Beginning in fiscal year 2025–2026, school districts, county offices of education and classroom-based charter schools may choose to offer an AR program to eligible students enrolled in classroom-based programs before or after school, during weekends, or on intersession breaks.

For additional information on AR, please review the resources and Frequently Asked Questions below and under each tab.

Requirements	Ì
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ADA Reporting

Absence Reporting

Attendance Recovery and ELO-P

Resources

Requirements

Frequently Asked Questions

General Information | Eligibility | Limitations | Supervision | Other

General Information

1. What local educational agencies are allowed to offer Attendance Recovery (AR)?

Starting in fiscal 2025–2026, school districts, county offices of education and classroom-based charter schools may offer AR (*EC* Section 46211(a) and (k)).

Nonclassroom-based charter schools, and charter schools serving students through an exclusive partnership pursuant to *EC* Section 47612.1 are not eligible to participate in AR (*EC* Section 46211(g)).

2. When can Attendance Recovery (AR) be made available to students?

AR can be offered before or after school, on weekends, or intersessional days. If a local educational agency chooses to offer an AR program, they must operate sessions at least once per term, such as each trimester or quarter. (EC Section 46211(b)(1)).

3. What educational activities are offered to students in Attendance Recovery (AR)?

As a condition of funding, each student participating in an AR program must be engaged in educational activities and content aligned to grade-level standards that are substantially equivalent to the student's regular instructional program, which may include one-on-one or small group tutoring (*EC* Section 46211(f)). Local educational agencies must be able to demonstrate compliance with this requirement during the annual audit process.

4. What are the recordkeeping requirements of Attendance Recovery (AR)?

The local educational agency (LEA) must track and report attendance from participation in an AR program separately from attendance generated during the regular school day (EC Section 46211(d)(3)). The teacher of each AR classroom must document each student's participation time, if hourly accounting of student participation is used. The LEA must maintain these records and provide access to this documentation during their annual audit, as needed (EC Section 46211(e)(1)).

5. Will Attendance Recovery (AR) be included in the Annual Audit of a local educational agency (LEA)?

Yes, starting with the 2025–26 Guide for Annual Audits of K–12 LEAs, auditors will be directed to verify compliance with the requirements of (d), (e), (f) and (g) of *EC* Section 46211, and fiscal penalties may result from noncompliance (*EC* Section 46211(j)).

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Eligibility

6. Who is eligible to participate in an Attendance Recovery (AR) program?

Students in Transitional Kindergarten and Kindergarten through 12th grade who are enrolled in classroom-based programs may elect to participate in an AR program on a limited basis (*EC* Section 46211(g)(1)). Students are ineligible if they are either

- enrolled in nonclassroom-based programs, a nonclassroom-based charter school, or a charter school that serves pupils pursuant to EC Section 47612.5, or
- continually enrolled in independent study for more than 15 schooldays (EC Section 46211(g)(1) and (2)).

7. Can students with an individualized educational plan (IEP) participate in Attendance Recovery (AR)?

Students with an IEP may participate in AR if it is consistent with the goals in their IEP. If an individual's plan specifies a minimum school day length, that number of minutes is the applicable minimum daily minute requirement for the purpose of generating attendance through AR (*EC* Section 46211(e)(1)).

For example, if a student's IEP states that they require an alternative minimum day of 120 minutes, then the LEA may recover day of attendance for an absence once the student has participated in an AR program for two hours. Nonetheless, only one day of attendance may be claimed for each calendar day of participation in an AR program (*EC* Section 46211(d)(1)). As such, if the same student attended an AR program for four hours on a Saturday, they would only generate one day of ADA.

8. Can students participate in Attendance Recovery (AR) during independent study?

AR is an option for students in classroom-based, regular educational programs. Students who are enrolled in a nonclassroom-based program or a nonclassroom-based charter school cannot participate in an AR program, and do not generate attendance for apportionment through AR programs (*EC* Section 46211(g)). For the purposes of determining eligibility for AR, a student is considered to be enrolled in a nonclassroom-based program when they are participating continually in traditional independent study for a span of 16 or more school days (*EC* Section 46211(g)(2)).

9. If a student has participated in independent study for more than 15 days earlier in the year, but has returned to in-person instruction, can they still participate in Attendance Recovery (AR)?

A student who participated in long-term independent study (e.g., for more than 15 days) earlier in the year, but is currently receiving instruction in a regular classroom-based program is eligible for AR participation to offset absences from in-person instruction.

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Limitations

10. Are there limits to the amount of average daily attendance (ADA) that a student can generate through Attendance Recovery (AR)?

The amount of AR ADA that a local educational agency (LEA) may claim for a student in a fiscal year is capped at the lesser of 10 days of attendance, or their number of absences in

that fiscal year (EC Section 46211(d)(1)).

- AR ADA is credited to the fiscal year in which the AR program operated (EC Section 46211(b)(1)).
- An individual student cannot generate more than one day of attendance for any calendar day of participation in an AR program (EC Section 46211(d)(1)). When reporting attendance to the PADC web app, an LEA may only claim AR ADA for absences that the student accrued in the complete months of attendance being reported. (See FAQ #1 under ADA Reporting, below.)

11. Can a local educational agency (LEA) count AR sessions toward their instructional time requirements?

No, AR time may not be included within the instructional time used to meet the minimum <u>annual</u> <u>day and minute requirements</u> of LEAs, or the <u>minimum school day requirements</u> of school districts and county offices of education (*EC* Section 46211(b)(2)).

12. Can Attendance Recovery (AR) be offered at recess times in the school day?

No, an AR program may only operate outside of the regular school day, or on weekend or intersession days (*EC* Section 46211(b)(1)).

13. Can a school compel a student who has been frequently absent to participate in Attendance Recovery (AR)?

No, participation in an AR program may not be compulsory or punitive for any student (*EC* Section 46211(c)).

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Supervision

14. What are the supervision requirements of Attendance Recovery (AR)?

As a condition of apportionment, students in AR must be under the immediate supervision and control of a certificated employee of the local educational agency. AR programs must maintain a student-to-certificated-employees ratio of 10:1 for Transitional Kindergarten and Kindergarten, and 20:1 for grades 1-12 (*EC* Section 46211(f)).

15. Can a substitute teacher supervise students in an Attendance Recovery (AR) program?

To meet the supervision requirements described above, a substitute teacher supervising students in an AR program would need to be an employee of the local educational agency and hold a valid certification document pursuant to *EC* sections 46300 and 47612.5 (*EC* Section 46211(f)).

16. Do students in an Attendance Recovery (AR) program have to participate exclusively through in-person instruction, or can some of the participation time come from activities completed at home?

In-person instruction is a requirement for any AR time to count towards the minimum daily minute requirement under *EC* Section 46211(e) and generating average daily attendance. *EC* Section 46211(f) In addition, states that students in AR must be under the immediate supervision and control of a certificated teacher as a condition of apportionment (*EC* Section 46211(f)).

17. Can a local educational agency (LEA) offer Attendance Recovery (AR) through a third-party vendor?

As a condition of funding, students in an AR program must be under the immediate supervision and control of a certificated employee of the LEA (EC Section 46211(f)).

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Other

18. Can local educational agencies (LEAs) offer Attendance Recovery (AR) after the last day of school and before the end of the fiscal year on June 30?

Yes, an AR program may be offered on intersession days, including during summer recess. Average daily attendance (ADA) generated from sessions offered after the last day of school and before the end of the fiscal year will be credited to that fiscal year (*EC* Section 46211(b)(1)).

LEAs should be aware that any AR attendance applied to absences occurring after the P-2 deadline of April 15 will be reported at the Annual reporting period, and will only be used to calculate funding for programs that use Annual ADA, such as Lottery funding. Most attendance-based funding programs, including the <u>Local Control Funding Formula</u>, calculate apportionments for LEAs based on P-2 ADA.

19. Can a local educational agency (LEA) offer Attendance Recovery (AR) after the start of the fiscal year on July 1 and before the first day of school?

Yes, starting in fiscal year 2025–26 an AR program may be offered on intersession days, including during summer recess. Student participation in an AR program during the period after July 1 and before the first day of school will accrue time towards the potential generation of average daily attendance (ADA), should the student be absent from a scheduled day of instruction in that fiscal year.

An LEA may only claim a day of ADA through AR for an absence a student has accrued, and only once the student has met the applicable minimum daily minute requirement under *EC* Section 46211(e)(1), described in FAQ #1 under ADA Reporting below.

20. Can Attendance Recovery (AR) be offered before the start of the regular school day even when it is scheduled before the earliest start time required by EC Section 46148?

Yes. Students in an AR program may accrue participation time towards the generation of average daily attendance even when they are participating before 8:30am for high schools, or before 8:00am for middle schools (*EC* Section 46211(e)(1)).

21. Can Transitional Kindergarten (TK) and Kindergarten students participate in Attendance Recovery (AR) beyond the statutory four-hour limit on their school day?

Yes. Senate Bill 153 amended *EC* Section 46111 to allow TK and Kindergarten student participation in AR programs, along with Expanded Learning Opportunity Programs.

22. Does Attendance Recovery (AR) replace the existing Saturday School program?

No, Saturday School exists unchanged by the establishment of AR. Weekend make-up classes may continue to be offered by school districts or county offices of education pursuant to *EC* Section 37223.

23. Do the absences have to be excused in order to be recoverable?

No, EC Section 46211 does not specify that absences must be excused as defined by EC Section 48260(c) to be eligible for Attendance Recovery. This program does not change the requirements of local educational agencies to keep attendance records for the purpose of compulsory education law and report truancy accordingly pursuant to EC sections 48260–48273.

24. Do absences that a student makes up in Attendance Recovery (AR) affect their truancy status?

No. Participation in AR does not remove an absence from the attendance register and does not remove a local educational agency's obligation to meet the requirements of compulsory education law under *EC* sections 48260-48273. A truant student continues to be defined as a student who has been absent or missed more than 30 minutes of class without a valid excuse three times in a school year.

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Contacts

For questions on attendance for apportionment and instructional time, contact the Attendance Accounting Office at Attendance/accounting@cde.ca.gov.

For questions on operating a high-quality AR program, contact the Educational Options Office at <u>EOO@cde.ca.gov</u>.

Questions: Principal Apportionment Section | <u>AttendanceAccounting@cde.ca.gov</u> | 916-324-4541

Last Reviewed: Wednesday, June 18, 2025

School Van Checkout Form

Before using the school van, staff must:

- 1. Schedule use through the shared van calendar.
- 2. Confirm insurance/DMV records are on file.
- 3. Complete Vector Solutions Van training module.
- 4. Ensure trip aligns with an allowable funding purpose.
- 5. Submit this form before departure and log mileage/use on return.
- 6. Keys must be signed out and returned with a vehicle inspection.
- 7. Notify the office of delayed return or changes.
- 8. Received notification of approval to use van by specified administration

Section 1: Driver Information

- Full Name
- Staff Position
- Cell Phone Number

Section 2: Trip Details

- Date(s) of Use
- Departure Time
- Estimated Return Time
- Destination Address(es)

Section 3: Purpose of Trip

- Brief Description of Trip
- Funding Source or Program

Section 4: Passenger Details

Names of all passengers (Paragraph)

Section 5: Documentation V	erification (Checkboxes)	
 Vector Van Training Co 	ompleted	
DMV Records on File		
 Insurance Info Verified 	f.	
Office Approval Received	ved	
Print Name	Signature	Date
Section 6: Pre-Trip Conditio	n	
Fuel Level (Multiple ch	noice: Full, ¾, ½, ¼, Empty)	
Notable Pre-trip Issues	s	
Section 7: Post-Trip Conditi	on	
• Fuel Refilled? (Yes/ No	0)	
 Mileage Start 		
 Mileage End 		
Notable Post-Trip Issu	ies	
Interior Clean? (Yes/ N	No)	
Section 8: Key Return		
Date & Time of Return	1	
Initials of Receiving St	taff	
Section 9: Maintenance Ale	rts	
Maintenance Issues F	Reported? (Yes/ No)	
If yes, describe:		
Print Name	Signature	Date
Contact the office with ar	ny changes to trip time, passengers, o	r safety issues.