

## ***Facility Safety***

Redwood Coast Montessori shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The School shall conduct fire drills as required under Education Code Section 32001. Records of full facilities compliance shall be maintained on file.

## ***Comprehensive Anti-Discrimination and Harassment Policies and Procedures***

The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's anti-discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

## ***Bullying Prevention***

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with children.

## ***Supporting LGBTQ Students***

Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum to provide at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

## ***SAFETY Act***

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

## ***Homicide Threats***

The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

## ***Gun Safety Notice***

At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

## ***Athletic Programs***

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

In the event the Charter School participates in any interscholastic athletic programs, it shall comply with all applicable requirements, including, but not limited to, adopting a written emergency action plan for sudden cardiac arrest or other medical emergencies related to athletic programs, and acquiring at least one automated external defibrillator. Further, Charter School's emergency action plan shall describe the location of emergency medical equipment and include a description of the manner and frequency at which the procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, including concussion and heat illness will be rehearsed. Coach training shall include recognition of the signs and symptoms of and responding to concussions, heat illness, and cardiac arrest.

In the event the Charter School participates in the California Interscholastic Federation it shall post on its website a standardized incident form as developed by the CDE to receive complaints of racial discrimination, harassment, or hazing alleged to occur at high school sporting games or sporting event and shall include instructions on how to submit a completed incident form consistent with Education Code Section 33353.

## ***Transportation Services***

The Charter School shall comply with the requirements of SB 88 (2023-24) inclusive of Education Code Sections 39875, 39877, 39878, and 39879, as applicable, relating to background checks, testing, and other requirements for individuals and entities providing transportation services for students.

## ***Extreme Weather Policy***

On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

## ***CPR & First Aid***

All instructional and administrative staff of RCM are required to receive training on emergency and first aid response. This includes CPR training for infants, children, and adults.

## ***Blood Borne Pathogens***

Redwood Coast Montessori shall meet the state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The RCM Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

These policies and procedures will be incorporated as appropriate into the school's student and staff handbooks and will be reviewed on an ongoing basis in the school's staff development efforts and governing board policies.

## Element G. Student Population Balance

*Governing Law: The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local education agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school. Education Code Section 47605(c)(5)(G).*

In accordance with Education Code Section 47605(c)(5)(G), Redwood Coast Montessori is committed to achieving a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, that is reflective of the general population residing within the territorial jurisdiction of the Arcata School District. In an effort to achieve a diverse student population, RCM's recruitment process will be scheduled to coincide with open enrollment dates used by Arcata Schools. Redwood Coast Montessori has implemented a recruitment strategy that includes, but is not necessarily limited to, the following elements or strategies to ensure a balance of pupils that is reflective of the District population:

### Community Presentations (January)

- Introduce mission of RCM and discuss Montessori education.
  - Question and answer session for interested parents.
  - Provide information about open school week, informational meetings, application process and timeline.
  - Translation will be available when practicable
- Printed information (January)
- Montessori informational brochure and information about open enrollment Internet (ongoing)
  - Printed brochures will be available in English and Spanish
  - RCM website
- Media (timing based on event)
- Public Service Announcement (PSA) in print and radio media notifying public of RCM chartering approval- Printed PSAs will be available in English and Spanish.
  - PSA of open enrollment dates and contact information in print and radio media Open school informational meetings
  - Open school week in mid-January
  - Two informational meetings in Mid-January (evening and Saturday)

## **Element H. Admission Policies and Procedures**

*Governing Law: Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e). Education Code Section 47605(c)(5)(H).*

Redwood Coast Montessori is non-sectarian in its programs, admissions policies, employment practices, and all other operations, does not charge tuition, nor discriminate on the basis of characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics (Education Code Section 47605(e)(1)). RCM will admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing the minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or their parent or legal guardian within the state. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

If the number of student applicants exceeds enrollment capacity, new students will be admitted to the school through a public random drawing. Existing students are exempt from any public random drawing and shall be guaranteed admission. Admission preferences for enrollment shall be extended as enumerated below, in accordance with Education Code sections 47605(e), and Section 4310 of the ESSA.

Redwood Coast Montessori will actively recruit a diverse student population from the District and surrounding areas who understand and value the Charter School's mission and are committed to the Charter School's instructional and operational philosophy. An open enrollment period will be set and publicized annually. Prospective students and their parents or guardians will be briefed regarding the

Charter School's instructional and operational philosophy and will be informed of the Charter School's student-related policies. The Charter School will establish an annual recruiting and admissions cycle, which shall include reasonable time for all of the following:

- outreach and marketing
- orientation sessions for parents and students
- an open enrollment period
- an admissions lottery if necessary
- enrollment.

## ***Lottery Process***

### **Lottery and Enrollment Process**

Redwood Coast Montessori's lottery and enrollment process is conducted in full compliance with the California Education Code and without discrimination of any kind.

**Open Enrollment** Each year, the school will conduct a publicly advertised open enrollment period for enrollment in the following school year. Parents and guardians wishing to enroll their child must submit an Intent to Enroll form prior to the designated deadline. Following the close of the open enrollment period, applications will be reviewed to determine whether any grade level has received more applications than available spots.

**Lottery** If the number of students seeking admission exceeds the school's capacity at any grade level, Redwood Coast Montessori will hold a single public random drawing (lottery) to determine admission. Existing students are guaranteed enrollment for the following school year and are not subject to the lottery.

The lottery will be conducted in the following order:

**Exempt from the Lottery** (with approval of the chartering agency):

1. Siblings of students currently enrolled in or admitted to the Charter School
2. Children of current teachers and/or staff (not to exceed 10% of total enrollment)

**Enrollment Preference:** Students who reside within the Arcata School District boundary will be given preference in the lottery drawing.

**Remaining Spots:** After all preferential and exempt categories have been placed, remaining open spots will be filled by randomly drawing from all other applicants.

**Waiting List and Record Keeping** Once full enrollment is reached, applicant numbers will continue to be drawn and placed on a waiting list in the order in which they are drawn. The date, time, and location of the lottery will be publicly noticed in advance to allow for the highest possible attendance. All lottery records will be maintained on file at the Charter School.

## ***Intent to Enroll Process***

Redwood Coast Montessori will accept Intent to Enroll forms at the time of its open enrollment period, which will be commensurate with Arcata School District's open enrollment calendar, to provide for fair

and equitable admission to all students. Aligning RCM's open enrollment period with Arcata School District's will provide ample time, from the date of approval, to pursue specific outreach and recruitment efforts necessary to attract a broad demographic base representative of the diverse families residing in the Arcata area. Recruitment efforts will be concentrated in the months of November through February with some year-round efforts in the form of ongoing media attention and disbursing school information fliers at school events and various offices that serve socially and ethnically diverse families. The window for submitting Intent to Enroll forms will extend until mid- March.

Once a student has been admitted, their parents will fill out an enrollment packet, which shall include the following:

1. Student Enrollment form
2. Proof of Immunization
3. Home Language Survey
4. Completion of Emergency Medical Information Form
5. Proof of minimum age requirements
6. Release of records<sup>1</sup>

### ***Confidentiality of Student Records***

Redwood Coast Montessori shall adhere to all procedures related to confidentiality and privacy records as required by FERPA. Student files will be kept in locked file cabinets and only made available to school officials with legitimate education interest or upon signed request by the student's parent/guardian. Electronic student files and grade books will be password protected to ensure access only to authorized persons.

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<sup>1</sup> In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

## **Element I. Financial Audit**

*Governing Law: The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(c)(5)(I).*

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

RCM will continue to work with Arcata School District to complete the annual audit in order to verify the accuracy of the Charter School's financial statements, attendance and enrollment accounting practices, and other key compliance matters. The Charter School Board will select an independent auditor through a request for proposal format. The audit will be conducted in accordance with generally accepted accounting principles applicable to the Charter School and pursuant to applicable sections of the State Controller's K-12 Audit Guide (requirements for charter school audits).

To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars. The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by December 15 each year. The School Director, along with the audit committee, if any, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The following reports will be submitted to Arcata School District and the Humboldt County Office of Education within timelines listed below:

- Preliminary Budget – July 1
- First Interim Financial Report – December 15
- Second Interim Financial Report – March 15
- Unaudited Report for the full prior year – September 15
- P1 – First week of January
- P2 – First week of April

The independent financial audit of the Charter School is public record to be provided to the public upon request.

## Element J. Suspension and Expulsion Procedures

*Governing Law: The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:*

- (i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.*
- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
  - (I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.*
  - (II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.**
- (iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian Child, as defined in section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).*
- (iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information. Education Code Section 47605(c)(5)(J).*

The Suspension and Expulsion Procedures have been established in order to promote learning and protect the safety and wellbeing of all students at the Charter School. Although charter schools are exempt from school district procedures and process for suspensions and expulsions, in creating these procedures, the Charter School has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at non-charter schools may be suspended or expelled and the procedures

governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows is largely consistent with the language of the Education Code with regard to suspension/expulsion triggering conduct. The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and may modify of the lists of offenses for which students are subject to suspension, expulsion or involuntary removal, and the procedures thereto so long as not materially different from this charter petition.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This 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 policies and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed annually as part of the Student Handbook which will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this 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<sup>2</sup> are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures.

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 ("IDEA") 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 requires 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 Education Code, when imposing any form of discipline on a student identified as an individual with disabilities, 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.

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 and shall inform the student, and the student's parent/guardian of the basis for which the student is being involuntarily removed, and the student's parent/guardian's right to request a hearing to challenge the involuntary removal. If a student's

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<sup>2</sup>The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

parent/guardian 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 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 written agreement pursuant to Education Code Section 51747(g).

### **Alternative Means of Correction**

For a student facing discipline for a discretionary offense listed below, the Principal may, whenever possible and practicable, provide alternatives to suspension or expulsion. These alternatives shall use a research-based framework with age-appropriate strategies that improve behavioral and academic outcomes while addressing and correcting the student's specific misbehavior.

The Charter School shall not suspend or expel any student based solely on the fact that they are truant, tardy, or otherwise absent from school activities. Violations of the Charter School's attendance expectations shall be addressed in accordance with Charter School Attendance and Truancy Policy and/or Independent Study Policy, as applicable.

No student may be suspended or expelled for willful defiance or disruption. Alternatively, Charter School staff may refer a student who engages in willful defiance and/or disruption to the Principal or designee for appropriate and timely in-school interventions or supports. Within five (5) business days, the Principal or designee shall:

- 1) Document the actions taken and save the document to the student's record
- 2) Inform the referring staff member what actions were taken and if none, the rationale used for not providing any appropriate or timely in-school interventions or supports.

For a student who has been suspended, or for whom other means of correction have been implemented, for an incident of racist bullying, harassment, or intimidation, the Charter School may require both the victim and perpetrator to engage in a restorative justice practice. The Charter School may also require perpetrators to engage in culturally sensitive programs that promote racial justice and equity and combat racism and ignorance.

The Charter School may utilize its Multi-Tiered System of Supports, which includes restorative justice practices, trauma-informed practices, social and emotional learning, and schoolwide positive behavior interventions and support, be used to help students gain critical social and emotional skills, receive support to help transform trauma-related responses, understand the impact of their actions, and develop meaningful methods for repairing harm to the school community.

### ***Procedures***

#### **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 or Expulsion Offenses. Students may be suspended or expelled when the School Director or designee determines 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. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended for that disclosure.
  - 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. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.
  - 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 preinitiation into a student 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 student. 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 students 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 Education Code Section 233(e). This provision shall apply to students 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 class work, 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 students 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 school site, 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 student 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 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 subparagraph (1) 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.
  - 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 student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student 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).
  - 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 School Director 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 student had obtained written permission to possess the item from a certificated school employee, with the School 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 as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or 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. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended for that disclosure.

- 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. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.
- 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) Assault or battery, as defined in Penal Code Sections 240 and 242, upon any school employee.
- 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 student 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

student. 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 students 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 Education Code Section 233(e). This provision shall apply to students 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 class work, 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 students 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 school site, 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 student 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 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 subparagraph (1) 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.
  - 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.
- v) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student 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).

- w) 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 School 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 student had obtained written permission to possess the item from a certificated school employee, with the School 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 as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or 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 Hearing Officer or Administrative Panel that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or 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 any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) 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 practicable, by a conference conducted by the School Director or 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 School Director or designee.

The conference may be omitted if the School 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 the student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student 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. This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. Penalties shall not be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/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 in person, by email, or by telephone. 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. 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 School Director or designee, the student and the student's parent/guardian may be invited to a conference to determine if the suspension for the student 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 and 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 School 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**

Students recommended for expulsion are entitled to a hearing adjudicated by a neutral hearing officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing.

A student may be expelled either by a neutral Hearing Officer or panel ("Administrative Panel") appointed by the School Director following a hearing before it. An Administrative Panel appointed by the CEO shall consist of at least three (3) members who do not know have an instructional or supervisory relationship to the student. The Hearing Officer or Administrative Panel shall make the determination regarding the expulsion of any student found to have committed an expellable offense, subject to appeal and review by the Board of Directors.

#### **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 School Director or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

The Administrative Panel may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Administrative Panel. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Administrative Panel may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Administrative Panel revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Administrative Panel shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Administrative Panel shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

The School Director or designee shall either select a Hearing Officer or appoint an Administrative Panel to hear and consider the recommendation for expulsion. The hearing shall be held in a confidential setting (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act ("FERPA").)

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian via email or other means at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served. 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. An explanation of 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. An explanation of the right to inspect and obtain copies of all documents to be used at the hearing.
7. An explanation of the opportunity to confront and question all witnesses who testify at the hearing.
8. An explanation of 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 Hearing Officer or Administrative Panel 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 Hearing Officer or Administrative Panel. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

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 (5) 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 Hearing Officer or Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The Hearing Officer or Administrative Panel 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 Hearing Officer or Administrative Panel presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The Hearing Officer or Administrative Panel 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 Hearing Officer or Administrative Panel 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 hearing room during that testimony.
9. 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 record 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 Hearing Officer or 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.

## **I. Expulsion Decision**

The determination of the Hearing Officer or Administrative Panel shall be in the form of written

findings of fact and a written recommendation for expulsion, which will be reviewed by the Board of Directors as an appeal if requested by the parent/guardian within ten (10) calendar days of issuance of the notice of expulsion.

If the Hearing Officer or Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides on review/appeal not to expel, the student shall immediately be returned to their previous educational program.

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

The School Director or designee, following the expulsion determination, shall send written notice of the decision to expel, including the findings of fact, to the student and 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 parent/guardian shall have ten (10) calendar days to appeal by requesting review by the Board of Directors. If no appeal/review is requested, the expulsion becomes final on the eleventh (11<sup>th</sup>) day after notice was issued.

The School Director or designee shall send a copy of the written notice of the decision to expel to the student's district of residence, upon finality of the expulsion. 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 chartering authority upon request.

#### **L. Appeal and Board Review**

If an appeal is requested, the Board of Directors, or a committee thereof, shall review the expulsion within ten (10) school days following the conclusion of the hearing, or as soon thereafter as practicable, but no later than its next regularly scheduled meeting. The Board review/appeal is not a second hearing. Rather, the Board appeal is a review for procedural error, and whether the evidence supports the expulsion.

The Board of Directors' decision to expel shall be final—there is no further appeal.

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

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 may be given a rehabilitation plan upon expulsion as developed by the School Director 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 (1) year from the date of expulsion when the

student 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 student 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 of Directors following a meeting with the School Director or designee and the student and student's parent/guardian to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The School Director or designee shall make a recommendation to the Board of Directors following the meeting regarding the School Director's or designee's determination. The student'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 Unexcused Absences**

As charter schools are schools of choice and as a charter school student who fails to attend school is potentially depriving another student of their opportunity to enroll, a student may be involuntarily removed as described within the Charter School's Board adopted Attendance Policy and after notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal. Students who are involuntarily removed for unexcused absences may be given a rehabilitation plan and will 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 that the Charter School or the District could 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/guardian 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 parent/guardian 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/guardian 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/guardian, 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 School Director 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 U.S.C. Section 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 U.S.C. Section 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 IDEA 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.

## **Element K. Retirement Systems**

*Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605(c)(5)(K).*

For eligible employees, Redwood Coast Montessori will participate in the State Teachers' Retirement System ("STRS") and Public Employees' Retirement System ("PERS"). RCM employees will contribute the required percentage and RCM will contribute the employer's portion required by STRS and PERS. All withholdings from employees and RCM will be forwarded to the STRS and PERS funds as required. Non-certificated employees, including those who participate in PERS, will contribute to the federal social security system. The RCM Board may consider offering a retirement plan such as a 403(b) or 401(k) to its employees. Retirement reporting will be contracted out to a qualified service provider; however, the School Director will be responsible for ensuring that such retirement coverage is arranged.

Mandatory benefits such as workers compensation, unemployment insurance, Medicare and social security (for non-STRS members) will be provided by Redwood Coast Montessori. Health, dental, vision and related benefits will also be available to all Redwood Coast Montessori employees.

## **Element L. Public School Attendance Alternatives**

*Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(c)(5)(L).*

No student may be required to attend RCM. Students who opt not to attend Redwood Coast Montessori may attend other district schools or pursue an intra- or inter-district transfer in accordance with existing enrollment and transfer policies of their district or county of residence.

For all students who have been admitted to Redwood Coast Montessori, parents or guardians will be notified on admittance forms that the students have no right to admission in a particular school of the local educational agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

## **Element M. Employee Return Rights**

*Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(c)(5)(M).*

No public school district employee shall be required to work at the Charter School. The leave and return rights of Arcata School District employees who choose to work at Redwood Coast Montessori shall be set forth in current Education Code, District policies, or the employee's current collective bargaining agreement. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

Redwood Coast Montessori Board of Directors retains the right to set all wages, benefits (sick leave, vacation days, health benefits), and termination, with or without cause and with or without notice for all employees of Redwood Coast Montessori. All rights and responsibilities of employees of Redwood Coast Montessori shall be outlined in the staff handbook adopted by the Board of Directors. All policies regarding hiring or termination of employees will be in accordance with State and Federal non-discriminatory law.

## **Element N. Dispute Resolution**

*Governing Law: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter—Education Code Section 47605(c)(5)(N)*

The Charter School recognizes that it cannot bind the District to a dispute resolution procedure to which the District does not agree. The policy below is intended as a starting point for a discussion of dispute resolution procedures. The Charter School is willing to consider changes to the process outline below as suggested by the District.

The Charter School and the District will be encouraged to attempt to resolve any disputes with the District amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and the District, Charter School staff, employees and Board members of the Charter School and the District agree to first frame the issue in written format (“dispute statement”) and to refer the issue to the District Superintendent and School Director. In the event that the District Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the District’s ability to proceed with revocation in accordance with Education Code Section 47607.

The School Director and Superintendent shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than 5 business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and the School Director and attempt to resolve the dispute within 15 business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and the School Director shall meet to jointly identify a neutral third party mediator to engage the Parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and the School Director. Mediation shall be held within sixty business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and the Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Charter School.

## **Element O. School Closure Procedures**

*Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(c)(5)(O).*

If Redwood Coast Montessori ceases operation and closes, and its governing board determines that there is no successor charter school, then the school's governing board shall designate an entity or individual to be responsible for conducting closure activities. The designated entity or individual shall be known as the "Authorized Closer." The Authorized Closer shall commence closure proceedings by promptly notifying parents and guardians of pupils, the District, the County Office of Education, the SELPA in which RCM participates, the retirement systems in which the school's employees participate, and the California Department of Education of the closure.

The notice shall include the effective date of the closure ("Closure Date"), the party to contact for reasonable inquiries related to the closure, the pupil's districts of residence, and the manner in which parents and guardians may obtain copies of pupil records, including information on completed courses and credits that meet graduation requirements. Redwood Coast Montessori shall provide the Authorized Closer with a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence.

The Charter School will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with FERPA. Pupil records, including all state assessment results and special education records, shall be maintained and transferred to the custody of the Authorized Closer, except for records and/or assessment results that, under the provisions of the governing charter, are required to be transferred to a different entity. Personnel records shall be maintained and transferred in accordance with applicable law.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. Redwood Coast Montessori shall complete an independent final audit within six months of the Charter School's closure.

The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion.

The audit may also serve as the annual audit. The audit must include at least the following:

- An accounting of all assets, including cash and accounts receivable and an inventory of property, equipment and supplies.
- An accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans and unpaid staff compensation.
- An assessment of the disposition of any restricted funds received by or due to the school.

The Authorized Closer must provide for the completion and filing of any annual reports required by Education Code section 47604.33.

Redwood Coast Montessori will be operated as a California nonprofit public benefit corporation. If in connection with the closure, the school's governing board determines that it will dissolve the school corporation ("Dissolution"), then

- the Dissolution shall be conducted in accordance with the requirements of the California Nonprofit Public Benefit corporation Law ("Law") including, without limitation, Corp. Code sections 6610 et seq. and sections 6710 et seq.
- the Board may select the Authorized Closer to assist with the wind-up and Dissolution of the school corporation.

Any net assets remaining after all debts and liabilities of the school corporation (i) have been paid to the extent of the school corporation's assets, or (ii) have been adequately provided for, shall remain the sole property of the nonprofit public benefit corporation. Upon the dissolution of the nonprofit public benefit corporation, all net assets shall be distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled "Relief for Certain Participants in § 414(d) Plans" or any final regulations implementing 26 U.S.C. § 414(d) or to a State, political subdivision of a State, or agency or instrumentality thereof.

Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

## Miscellaneous Provisions

### A. Budget and Financial Reporting

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

Attached, as Appendix G, please find the following documents:

- A projected budget
- Financial projections and cash flow for three years of operation

These documents are based upon the best data available to the petitioners at this time.

The Charter School shall provide reports to the District and County Superintendent of Schools as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, a local control and accountability plan and an annual update to the local control and accountability plan required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, California Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall provide reporting to the District as required by law and as requested by the District including, but not limited to, the following: California Basic Educational Data System (CBEDS), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card (SARC), and the LCAP.

The Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District.

### B. Insurance

The Charter School maintains general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts are based on recommendations provided by the District and the Charter School's insurer. The District Board of Education shall be named as an additional insured on all policies of the Charter School. Prior to opening, the Charter School provided evidence of the above insurance coverage to the District.

#### C. Administrative Services

*Governing Law: "The manner in which administrative services of the charter school are to be provided." Education Code Section 47605(h).*

It is anticipated that the Charter School will provide or procure most of its own administrative services including, but not limited to, financial management, personnel, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. The Charter School agrees to adhere to the terms of the MOU between RCM and Arcata School District. As outlined in this MOU, the District will provide the outlined administrative services for the agreed upon fee schedule.

#### D. Facilities

*Governing Law: "The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate." Education Code Section 47605(h).*

This charter authorizes the operation of Redwood Coast Montessori, which shall operate within the geographic boundaries of Arcata School District, unless the School is unable to locate within district boundaries and opts to locate outside of the district as authorized pursuant to Education Code §47605(a)(5).

Redwood Coast Montessori is located within the boundaries of the Arcata School District. Redwood Coast Montessori has a signed lease with the Manila Community Services District to rent classrooms within the Manila Community Center. The Manila Community Center is located at 1611 Peninsula Drive, Arcata, CA 95521 within the Arcata School District. The facility includes at least 8 classrooms with a combined space of approximately 7,000 square feet, a commercial kitchen and dining/multipurpose room, multiple office spaces, storage areas and ADA compliant boy's, girl's, and all-gender bathrooms as well as two modular buildings.

The outdoor space includes ample on-site parking, which can accommodate 64 cars, a large grass field, garden, running path, outdoor basketball court, fenced playground and nearly unlimited access to the natural dune environment.

The Manila Community Center was originally designed as a public school facility, and our occupation of a portion of the Center aligns with its original intended use.

For additional 7<sup>th</sup> and 8<sup>th</sup> grade students and 9<sup>th</sup>- 12<sup>th</sup> grades, RCM is located at 793 K Street, Arcata, CA 95521. This facility is one building that consists of 8 classrooms, staff room, 2 offices, 4 storage closets/rooms, and ADA compliant boy's, girl's, and all-gender bathrooms. It has a large Mezzanine space and kitchen/food service area. There are two parking lots located at the back of the premises.

## E. Transportation

The Charter School will not provide transportation to and from school, except as required by law for students with disabilities in accordance with a student's IEP.

## F. Terms and Revisions

- Any material revisions to this charter shall be made by the mutual agreement of the governing boards of Redwood Coast Montessori and ASD. Material revisions shall be made pursuant to the standards, criteria, and timelines in Education Code Sections 47607 and 47605.
- The terms of this charter contract are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by Arcata School District and governing board of Redwood Coast Montessori. The Arcata School District and RCM agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion.
- All official communications between the Redwood Coast Montessori and Arcata Schools will be sent via First Class Mail or other appropriate means.

## Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the district. Education Code Section 47605(h).

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

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

Further, the Charter School and the District shall maintain the memorandum of understanding, wherein the Charter School shall indemnify the District for the actions of the Charter School under this charter.

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

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

The Charter School Board has appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

## **Conclusion**

By approving this charter, the District will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning; create new professional opportunities for teachers; and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools. The Petitioners are eager to work independently, yet cooperatively with the District to establish the highest bar for what a charter school can and should be. To this end, the Petitioners pledge to work cooperatively with the District to answer any concerns over this document and to present the District with the strongest possible proposal requesting a five-year term from July 1, 2026 through June 30, 2031.

## Redwood Coast Montessori 2026 - 2027 Calendar

School Months	Mon	Tues	Wed	Thurs	Fri	Days Taught	Notes
	17	18	19	20	21		Duty Days (8/18-8/19 No Students); First Day of School (8/20)
August 20 to	24	25	26	27	28		Manila Back to School Night: 8/24 Adolescent and TK/K 6:00pm; 8/27 Lower 6:00pm and Upper EI 6:30pm
September 11	31	1	2	3	4		
	7	8	9	10	11	16	Labor Day (9/7 No School)
	14	15	16	17	18		Arcata Campus Open House: (9/17) 4:00pm-6:00pm
September 14 to	21	22	23	24	25		
October 9	28	29	30	1	2		
	5	6	7	8	9	20	Arcata Conferences Weeks (10/5-10/16) 9th-12th Grade
	12	13	14	15	16		Manila & Arcata TK-8th Grade, Conferences Week (10/12-10/16) early dismissal 1:00 p.m.
October 12 to	19	20	21	22	23		
November 6	26	27	28	29	30		
	2	3	4	5	6	19	Staff Duty Day (11/2) No Students
	9	10	11	12	13		Veterans Day (11/11)
November 9 to	16	17	18	19	20		End of Trimester 1 (11/20)
December 4	23	24	25	26	27		Fall Break 11/23-11/27 - No School
	30	1	2	3	4	14	
	7	8	9	10	11		
December 7 to	14	15	16	17	18		
January 1	21	22	23	24	25		Winter Break (12/21 - 1/1) - No School
	28	29	30	31	1	10	
	4	5	6	7	8		First Day Back: 1/4
January 4 to	11	12	13	14	15		
January 29	18	19	20	21	22		MLK Holiday-No School (1/18); Winter Exhibition-Arcata Campus (1/21) 4:00pm-6:00pm; End of Semester (1/22)
	25	26	27	28	29	19	
	1	2	3	4	5		
February 1 to	8	9	10	11	12		
February 26	15	16	17	18	19		Presidents' Break (2/15-2/19) - No School
	22	23	24	25	26	15	
	1	2	3	4	5		Staff Duty Day (3/1) No Students; End of Trimester 2 (3/5)
March 1 to	8	9	10	11	12		
March 26	15	16	17	18	19		
	22	23	24	25	26	19	Arcata Conferences Weeks (3/22-4/2) 9th-12th
	29	30	31	1	2		Manila & Arcata TK-8th Grade, Conferences Week (3/29-4/2) early dismissal 1:00 p.m.
March 29 to	5	6	7	8	9		Spring Break (4/5-4/9) - No School
April 23	12	13	14	15	16		
	19	20	21	22	23	15	
	26	27	28	29	30		Spring Exhibition-Arcata Campus 4/29/27 4:00pm-6:00pm
April 26 to	3	4	5	6	7		
May 21	10	11	12	13	14		
	17	18	19	20	21	20	
	24	25	26	27	28		
May 24 to	31	1	2	3	4		Memorial Day (5/31) - No School
June 11	7	8	9	10	11	13	Last Day of School (6/10) Moving Up Ceremony (early dismissal); H.S. Graduation (6/11) 1:00pm
						180	Total Student Days

**Manila Campus Regular School hours: 8:30 a.m. - 2:30 p.m. (TK-3rd grade) & 8:30 a.m. - 3:00 p.m. (4th - 8th grade)**

Minimum Days Every Monday (1:00 p.m. dismissal)  
 Back to School Night 8/24 Adolescent and TK/K 6:00pm; 8/27 Lower 6:00pm and Upper Elementary 6:30pm  
 Parent Conferences Conferences Week (10/12-10/16) early dismissal 1:00 p.m.  
 Conferences Week (3/29-4/2) early dismissal 1:00 p.m.  
 Last Day of School June 10th - Moving Up Ceremony (early dismissal)

**Arcata Campus Regular School hours: 8:45 a.m. - 3:15 p.m. (7th - 8th grade), 8:45-3:45 (9th-12th)**

Minimum Days Every Monday (2:30 p.m. dismissal 7th-12th)  
 Parent Conferences October 12th -16th (7th-8th, 1:00 p.m. early dismissal), **October 5th - 16th (9th-12th)**  
 March 29th - April 2nd (7th-8th grade, 1:00 p.m. early dismissal), **March 22nd- April 2nd (9th-12th grade)**  
 Exhibitions Open House: September 17 (4-6 p.m.)  
 Winter Exhibition: January 21 (4-6 p.m.)  
 Spring Exhibition: April 29 (4-6 p.m.)  
 Last Day of School June 10th - Moving Up Ceremony (early dismissal)  
 High School Graduation June 11th

# REDWOOD COAST MONTESSORI SCHOOL

Board Report • April 2026

Janean Weekly-Embree, Director

## Spring Update from Redwood Coast Montessori

This has been an intensive and consequential stretch for Redwood Coast Montessori. The high school underwent a significant schedule overhaul this year, and much of the work since has been building systems and structures as we go, identifying needs, responding in real time, and laying a stronger foundation for the year ahead. I have been working closely with key program leads to begin planning for 2026-2027: Tiffanie (Cafeteria Director), Esther (Resource Center Director), Burl (AfterCare Director), Michelle (Manila Site Lead), and Sheree and Michelle D. These conversations have gone beyond program logistics, they have been an opportunity to understand each person's educational vision and goals, as well as their personal hopes for how their programs can grow. It is the kind of intentional planning that takes time but builds something lasting.

### Manila 8th Graders Return from New York

We are overjoyed to report that our 8th graders from the Manila campus have returned from a truly life-changing experience at the Montessori Model United Nations (MMUN) conference in New York City!

MMUN is an internationally renowned annual conference that brings together Montessori students from around the world. Students are assigned real countries and committees, then spend days researching global issues, drafting resolutions, and engaging in diplomatic negotiation just as actual UN delegates do. For our 8th graders, standing in the halls of the United Nations and representing a nation on the world stage was the kind of experience that shapes the arc of a life. Welcome home, ambassadors! 🌍

### Student-Led Conferences

Student-Led Conferences (SLCs) have wrapped up at both campuses, and by all accounts they went well. As a reminder, SLCs are a core Montessori tradition in which the student, not the teacher, leads the conference. Each student prepares a portfolio, reflects on their learning, and guides their family through their academic progress and goals. It is a meaningful expression of student ownership and self-awareness.

A notable addition this year: the Arcata High School teachers chose to include a component in which students were asked to identify specific areas of struggle or growth and then evaluate what concrete actions they could take to strengthen those areas. This addition brings the High School SLC template more into alignment with the format already used by the Manila and Arcata Adolescent campuses, and it deepens the reflective quality of the conference in a meaningful way. It was a thoughtful and well-received change.

### Student Exhibition — April 30th

We are so excited to invite our community to the upcoming Student Exhibition on April 30th! This is one of the most inspiring events of the school year, where students display and explain their project-based work, showcasing the incredible depth of knowledge they have developed. It is their time to take ownership of their learning, practice their communication skills, and share their passions with family and community members.

## Adolescent Dance

The Arcata campus adolescent students held their second campus dance on Friday, March 27th. The first dance had been a genuine success in terms of student participation and community feel, and the second delivered the same. It was a good night for our students.

## 11th Grade College Field Trip to San Francisco

Jay, Dakota, and Janean accompanied the 11th grade students on a three-day college exploration trip to the Bay Area. The group visited Sonoma State University and San Francisco University, giving students an up-close look at college campus life, programs, and environments. The trip was a great mix of meaningful exposure and fun, and the students rose to the occasion. These kinds of experiences matter enormously for students who are beginning to think seriously about their futures.

## Arcata 8th Graders Heading to Cambria

Our Arcata 8th graders are gearing up for their own adventure — a trip to Cambria, California. Lots of fun will be had, and we look forward to sharing more details when they return!

## Greenhouse Nearly Complete at Manila Campus

The Manila Campus greenhouse is nearly complete, thanks in large part to the incredible work of Betsy. This addition will open up wonderful opportunities for hands-on, project-based learning in gardening, science, and environmental stewardship. We are very close to the finish line and cannot wait to see it in full use!

## Working toward a Cohesive MTSS Plan

There has been a lot of work put into creating a unified Multi-Tiered System of Supports (MTSS). MTSS is a school-wide framework that ensures every student receives the right level of support at the right time across three tiers: Tier 1 provides high-quality universal instruction for all students, Tier 2 offers targeted small-group interventions, and Tier 3 delivers intensive individualized support for students with the greatest needs. The Arcata staff were provided with guides for prevention, consequences/responses, and a curriculum that can be shared with students. Michelle and Janean have started the discussion of how it might be used at the Manila campus.

## Community & Partnership Highlights

RCM continues to build meaningful connections beyond our campuses. A few recent highlights:

- Janean and Sheree represented Redwood Coast Montessori at the College Corps Matching Event, connecting with partners and advocating for our school's mission and students.

We are grateful for every opportunity to represent RCM in our broader community and to strengthen the relationships that support our students and school.

## AFS-USA Coming to the Arcata Campus — May 3rd

We are honored to share that the AFS-USA Volunteer – Northwest California Team will be hosting an orientation followed by a county-wide meeting right here on the Arcata campus on Sunday, May 3rd. AFS-USA is one of the world's leading international exchange organizations, and having them convene at our campus is a wonderful reflection of our community's commitment to global citizenship and cross-cultural connection. We look forward to welcoming them!



## Mark Your Calendars!

We are putting the word out now because the coming months are packed with exciting events. We hope to see the whole community come out!

### **Lost Coast Scent Trial Fundraiser · May 2nd & 3rd**

Hosted by our Arcata High School fundraising students! We are proud to welcome canine athletes and their handlers from across the region for this exciting nose-work competition. A wonderful way for our students to lead and serve our community.

### **AFS-USA Northwest California Orientation & County Meeting · Sunday, May 3rd**

The AFS-USA Volunteer – Northwest California Team will hold their orientation and county-wide meeting here at the Arcata Campus. We are delighted to open our doors to this international organization.

### **Community Pancake Breakfast Fundraiser · Saturday, May 9th**

Join us at the Arcata Campus for a delicious morning of pancakes and community togetherness! This event is being lovingly coordinated by Amelya Madrigal, our High School math teacher.

### **Kinetic Sculpture Race Fundraiser · Friday, May 23rd**

The Manila Micro-economy groups will be fundraising at the Kinetic Sculpture Race Fundraiser. The Friends of RCM are working hard to set up a spectacular event at the Manila campus.

### **Community Color Run · Saturday, June 6th**

Planning for our Community Color Run continues! This joyful, colorful celebration will bring our entire school family together for fun, fitness, and vibrant community spirit. We cannot wait to share more details as they come together.

*With joy,*

**Janean Weekly-Embree**

Director, Redwood Coast Montessori

*April 2026*