THE COTTONWOOD SCHOOL



Regular Scheduled Board Meeting The Cottonwood School January 23, 2020 – 6:00 pm 3840 Rosin Court #200 Sacramento, CA 95834

AGENDA

- 1. Call to Order
- 2. Approval of the Agenda
- 3. Public Comments
- 4. Closed Session Potential Litigation
- 5. Discussion and Potential Action on Retention of Counsel
- 6. Principal's Report
 - a. LCAP Update
 - b. January PD Meeting
 - c. Directors and Officers Insurance Deductible
 - d. Form 700s
 - e. SB 126
 - f. High School Montessori Program Presentation
- 7. Discussion and Potential on the Nomination of Board Members
- 8. Discussion and Potential Action on November Board Meeting Minutes
- 9. Discussion and Potential Action on November December Financials
- 10. Discussion and Potential Action on the Site-Based Montessori High School Program
- 11. Discussion and Potential Action on the Conflict of Interest Code
- 12. Discussion and Potential Action on the Anti-Harassment / Discrimination / Intimidation / Bullying / Retaliation Policy
- 13. Discussion and Potential Action on the Residency Policy
- 14. Discussion and Potential Action on the Kindergarten and Transitional Kindergarten Policy
- 15. Discussion and Potential Action on the Foster Youth Policy
- 16. Discussion and Potential Action on the Transgender and Gender Nonconforming Students Policy

- 17. Discussion and Potential Action on the Induction Policy
- 18. Discussion and Potential Action on the School Closure Policy
- 19. Discussion and Potential Action on the Educational Materials and Restitution Policy
- 20. Discussion and Potential Action on the Healthy Youth Act Curriculum
- 21. Discussion and Potential Action on the Master Agreement
- 22. Discussion and Potential Action on the Board Meeting Calendar
- 23. Announcement of Next Regular Scheduled Board Meeting
- 24. Adjournment

Public comment rules: Members of the public may address the Board on agenda or non-agenda items. Please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

Note: Cottonwood Charter School Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at 818-207-3837 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).



LCAP Update

We are planning various meetings with stakeholders to review and solicit input regarding the school's LCAP. At a future board meeting (most likely the April Board Meeting) we will be asking for you to review the input we have received thus far and gain your insight as well. Then in May we will present the draft LCAP to you for final approval at the June Board Meeting.

Underwritten by Scottsdale Insurance Company

A Stock Insurance Company, herein called the Insurer
Home Office:
One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office:
8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675

Business and
Management
Indemnity
Master Policy
Non-Profit
Organizations
Certificate of
Insurance

TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO THE APPROPRIATE DEFINITIONS SECTIONS OF THE MASTER POLICY APPLICABLE TO THIS CERTIFICATE OF INSURANCE.

Certificate of Insurance

Certificate of Insurance for Policy Number: EKS3297732

Certificate Number: 3297732-249

Item Parent Organization: Cottonwood Charter School

1. Principal Address: 1740 E. Huntington Drive, Suite 205

Duarte, CA 91010

Item Certificate Inception Date: 11/15/2019

2. 12:01 a.m. local time at the Principal Address shown in Item 1.

Item Coverage Section(s):

3.

Employment Practices

- 1. Limit of Liability
 - a. \$1,000,000 maximum aggregate for this Coverage Section
 - b. \$100,000 maximum aggregate for this Coverage Section for all Costs, Charges and Expenses as a result of all Immigration Claims
 - <u>\$250,000</u> maximum aggregate for this Coverage Section for all Costs, Charges and Expenses as a result of all Wage and Hour Claims
- 2. Retentions:
 - a. \$100,000 each Employment Practices Claim
 - b. \$100,000 each Third Party Claim
 - c. \$100,000 each Immigration Claim
 - d. \$100,000 each Wage and Hour Claim
- 3. Continuity Date: 7/21/2014
- 4. Third Party Coverage: X Yes ___ No

Insured Person and Organization

- 1. Limit of Liability
 - a. \$1,000,000 maximum aggregate for this Coverage Section
 - b. <u>N/A</u> maximum aggregate for all Costs, Charges and Expenses as a result of all IEP Claims
 - c. \$10,000 Crisis Management Fund
- 2. Retentions:
 - a. \$0 each Claim as respects Insured Persons
 - b. \$100,000 each Claim as respects the Organization
 - c. N/A each IEP Claim
- 3. Continuity Date: 7/21/2014
- 4. IEP Prior and Pending Date: N/A
- 5. Crisis Fund Filed Pending Date: 7/21/2014

Fiduciary

- 1. Limit of Liability
 - a. \$1,000,000 aggregate for all Loss for all Claims,
 - b. \$100,000 aggregate for all Voluntary Compliance Loss and Delinquent Filer Penalties,
 - c. \$100,000 aggregate for all HIPAA Expenses,
 - d. \$50,000 aggregate for all PPACA Violation Expenses,
 - e. \$100,000 aggregate for all IRS Expenses,
 - f. \$100,000 aggregate for all ERISA Expenses,
 - g. \$1,000,000 maximum aggregate for this Coverage Section.
- 2. Retention: \$\overline{\$0}\$ each **Claim**
- 3. Continuity Date: 7/21/2014
- 4. Voluntary Compliance Loss and Delinquent Filer Penalties Coverage Purchased: <u>YES</u>.

Item 4. Premium: \$4,409

Item Discovery Period

- 5. 1. One (1) year <u>100%</u> of the premium
 - 2. Two (2) years 125% of the premium
 - 3. Three (3) years 150% of the premium

As provided in subsection H. of the General Terms and Conditions, only one of the above **Discovery Period** options may be elected and purchased.

Item Notices to Insurer:

6. Notice of Claims to: Other Notices to:

Scottsdale Indemnity Company
Attention: Claims Manager
7 World Trade Center, 33rd Floor

Scottsdale Indemnity Company
Attention: Claims Manager
7 World Trade Center, 33rd Floor

250 Greenwich Street
New York, NY 10007

250 Greenwich Street
New York, NY 10007

FSReportALoss@freedomspecial tyins.com FSReportALoss@fr



Form 700 – Statements of Economic Interest

Every elected official and public employee who makes or influences governmental decisions is required to submit a Statement of Economic Interest, also known as the Form 700. The Form 700 provides transparency and ensures accountability in two ways:

- 1. It provides necessary information to the public about an official's personal financial interests to ensure that officials are making decisions in the best interest of the public and not enhancing their personal finances.
- 2. It serves as a reminder to the public official of potential conflicts of interest the official can abstain from making or participating in governmental decisions that are deemed conflicts of interest.

All board members are required to complete this form on an annual basis and when assuming of leaving a position on the board. We will be filing these forms with the El Dorado County Board of Supervisors.



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SB-126 Charter schools. (2019-2020)

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Date Published: 03/05/2019 09:00 PM

Senate Bill No. 126

CHAPTER 3

An act to add Section 47604.1 to the Education Code, relating to charter schools.

[Approved by Governor March 05, 2019. Filed with Secretary of State March 05, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

SB 126, Leyva. Charter schools.

(1) The Ralph M. Brown Act requires that all meetings of the legislative body, as defined, of a local agency be open and public and all persons be permitted to attend unless a closed session is authorized. The Bagley-Keene Open Meeting Act requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend.

This bill would expressly state that charter schools and entities managing charter schools are subject to the Ralph M. Brown Act, unless the charter school is operated by an entity governed by the Bagley-Keene Open Meeting Act, in which case the charter school would be subject to the Bagley-Keene Open Meeting Act, except as specified.

This bill would require specified charter schools or entities managing charter schools to hold meetings in specified locations. The bill would prohibit a meeting of the governing body of a charter school to discuss items related to the operation of the charter school from including the discussion of any item regarding an activity of the governing body that is unrelated to the operation of the charter school.

(2) The California Public Records Act requires state and local agencies to make their records available for public inspection and to make copies available upon request and payment of a fee unless the records are exempt from disclosure.

This bill would expressly state that charter schools and entities managing charter schools are subject to the California Public Records Act, except as specified.

(3) Existing law prohibits certain public officials, including, but not limited to, state, county, or district officers or employees, from being financially interested in any contract made by them in their official capacity or by any body or board of which they are members, except as provided.

This bill would expressly state that charter schools and entities managing charter schools are subject to these provisions, except that the bill would provide that an employee of a charter school is not disqualified from serving as a member of the governing body of the charter school because of that employment status. The bill would require a member of the governing body of a charter school who is also an employee of the charter school to abstain from voting on, or influencing or attempting to influence another member of that body regarding, any matter uniquely affecting that member's own employment.

(4) The Political Reform Act of 1974 requires every state agency and local governmental agency to adopt a conflict-of-interest code, formulated at the most decentralized level possible, that requires designated employees of the agency to file statements of economic interest disclosing any investments, business positions, interests in real property, or sources of income that may foreseeably be affected materially by any governmental decision made or participated in by the designated employee by virtue of that employee's position.

This bill would expressly state that charter schools and entities managing charter schools are subject to the Political Reform Act of 1974, except as specified.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 47604.1 is added to the Education Code, to read:

- **47604.1.** (a) For purposes of this section, an "entity managing a charter school" means a nonprofit public benefit corporation that operates a charter school consistent with Section 47604. An entity that is not authorized to operate a charter school pursuant to Section 47604 is not an "entity managing a charter school" solely because it contracts with a charter school to provide to that charter school goods or task-related services that are performed at the direction of the governing body of the charter school and for which the governing body retains ultimate decisionmaking authority.
- (b) A charter school and an entity managing a charter school shall be subject to all of the following:
- (1) The Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), except that a charter school operated by an entity pursuant to Chapter 5 (commencing with Section 47620) shall be subject to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) regardless of the authorizing entity.
- (2) (A) The California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).
- (B) (i) The chartering authority of a charter school shall be the custodian of records with regard to any request for information submitted to the charter school if either of the following apply:
- (I) The charter school is located on a federally recognized California Indian reservation or rancheria.
- (II) The charter school is operated by a nonprofit public benefit corporation that was formed on or before May 31, 2002, and is currently operated by a federally recognized California Indian tribe.
- (ii) This subparagraph does not allow a chartering authority to delay or obstruct access to records otherwise required under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).
- (3) Article 4 (commencing with Section 1090) of Chapter 1 of Division 4 of Title 1 of the Government Code.
- (4) (A) The Political Reform Act of 1974 (Title 9 (commencing with Section 81000) of the Government Code).
- (B) For purposes of Section 87300 of the Government Code, a charter school and an entity managing a charter school shall be considered an agency and is the most decentralized level for purposes of adopting a conflict-of-interest code.
- (c) (1) (A) The governing body of one charter school shall meet within the physical boundaries of the county in which the charter school is located.
- (B) A two-way teleconference location shall be established at each schoolsite.
- (2) (A) The governing body of one nonclassroom-based charter school that does not have a facility or operates one or more resource centers shall meet within the physical boundaries of the county in which the greatest number of pupils who are enrolled in that charter school reside.
- (B) A two-way teleconference location shall be established at each resource center.

- (3) (A) For a governing body of an entity managing one or more charter schools located within the same county, the governing body of the entity managing a charter school shall meet within the physical boundaries of the county in which that charter school or schools are located.
- (B) A two-way teleconference location shall be established at each schoolsite and each resource center.
- (4) (A) For a governing body of an entity that manages <u>two or more charter schools</u> that are not located in the same county, the governing body of the entity managing the charter schools shall meet within the physical boundaries of the county in which the greatest number of pupils enrolled in those charter schools managed by that entity reside.
- (B) A two-way teleconference location shall be established at each schoolsite and each resource center.
- (C) The governing body of the entity managing the charter schools shall audio record, video record, or both, all the governing board meetings and post the recordings on each charter school's internet website.
- (5) This subdivision does not limit the authority of the governing body of a charter school and an entity managing a charter school to meet outside the boundaries described in this subdivision if authorized by Section 54954 of the Government Code, and the meeting place complies with Section 54961 of the Government Code.
- (d) Notwithstanding Article 4 (commencing with Section 1090) of Chapter 1 of Division 4 of Title 1 of the Government Code, an employee of a charter school shall not be disqualified from serving as a member of the governing body of the charter school because of that employee's employment status. A member of the governing body of a charter school who is also an employee of the charter school shall abstain from voting on, or influencing or attempting to influence another member of the governing body regarding, all matters uniquely affecting that member's employment.
- (e) To the extent a governing body of a charter school or an entity managing a charter school engages in activities that are unrelated to a charter school, Article 4 (commencing with Section 1090) of Chapter 1 of Division 4 of Title 1 of the Government Code, the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code), the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), and the Political Reform Act of 1974 (Title 9 (commencing with Section 81000) of the Government Code) shall not apply with regard to those unrelated activities unless otherwise required by law.
- (f) A meeting of the governing body of a charter school to discuss items related to the operation of the charter school shall not include the discussion of any item regarding an activity of the governing body that is unrelated to the operation of the charter school.



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Website- www.scc.losrios.edu/normanlorenz
https://www.linkedin.com/in/dr-norman-lorenz-/

Biography

Dr. Norman Lorenz is a tenured Professor of education studies, teaches Human

Development, and is the college coordinator for Professional Development with the Center for

Social Justice Leadership at Sacramento City College in Sacramento, CA. This office works in

collaboration with the overall institutional plans of Student Equity and Success as the office

programs professional development for higher education specialists. I possess over 40 years of
education and experience within school systems, including 26 in primary and elementary
education, the direction of a post secondary Montessori teacher education institution, and
combined part and full time faculty dedication of 21 years with the community college system.

My interests include research where I share interests, contributions, accomplishments, and
projected goals as a professional in education leadership. Included across more than 40 years
of educational experiences are founded in Montessori pedagogical principles, where I have
developed career skills in educational standards, business supervision, and management
leadership.

These abilities include classroom teaching in Montessori environments for young children and directing teacher education training certification programs for these types of teacher educators. As an administrator, I have formed, owned, and operated "For" and "Non" profit organizations, which comprised of six Montessori infants through middle school programs, which were affiliated and accredited. In 2000, I became a cofounder of a Montessori charter

Dr. Norman H. Lorenz

public school, "The California Montessori Project, Charter Public School and, and a past board member and President of River Montessori Charter School. In all, these sites for learning serve over 2,500 students, Transitional Kindergarten-8 th grade in the public school arena. Most recently in 2017-18, I consulted with Inspire Schools to found the first Montessori Inspired Technology Based High School in the Sacramento region. They offer a multi-disciplinary approach using Montessori educational programs covering multiple subjects in early childhood, Kindergarten through 8th grade and secondary 9-12 grade programs.

I have consulted with programs and contracts ranging from early education state preschool contracts to secondary schools along with experience in accreditation through the Western Association of Schools and Colleges, and the Montessori Accreditation Council for Teacher Education. In my current role as a professor of education studies, I teach across the Educational framework in Psychology and Sociology courses relating to school leadership using a flipped model of instruction that is rooted in relationship based education.

Over the past six years, I have been involved with the Sacramento City as the college coordinator for Professional Development in collaboration with Student Equity & Success. This role has manifested many activities across the college where pedagogical and andragogical principles and values are key to increasing awareness around student equity, success across programs, and college completion. Inclusive with these duties, the Montessori methodology directly and fully informs his contributions to the field of higher education leading to graduation and post college workforce success.

norman.lorenz@scc.losrios.edu http://www.scc.losrios.edu/normanlorenz

"Plainly, the environment must be a living one, directed by a higher intelligence, arranged by an adult who is prepared for this mission." Dr. Maria Montessori

Resume/Vitae

Education

Doctorate in Education Leadership, CANDEL, University of California, School of Education, Davis and Sonoma State University, December 2014.

Masters of Arts - Education - California State University, Sacramento, 1994

Bachelors of Arts - Liberal Studies - California State University, Sacramento, 1984

Montessori Education Certificate/Credentials- National Center for Montessori Education, (NCME)/(AMS), www.amshq.org (Life Member)

- Infant/Toddler Training- NCME/Kansas City Center, 1995
- Early Childhood Certification- NCME/Sacramento, 1982
- Elementary Educational Certification/Credential 6-12-NCME/San Diego, 1993 and 2000

Certificate @One California Community Colleges, 2017. I possess a certificate from the Online Educational Initiative, which is tailored to the needs of the CCC system. It focuses on the dynamic role teaching presence plays within online educational coursework. The certificate provides me with current research impact related to building and supporting Communities of Inquiry, supporting equity, and modeling digital citizenship for effective teaching and learning methodologies and pedagogical practices that support student success.

College Positions, Service, & Community Outreach

2008-Current

Tenured Professor in Behavioral & Social Science, Education Studies & Human Development, Sacramento City College

2012- Current

Faculty Coordinator, Professional Development and Flex, Sacramento City College (50%) Committee Tri-Chair, Staff Development & Staff Equity and Diversity, and LGBTQIA, Sacramento City College

Committee Faculty Tri-Chair, - Staff Equity & Diversity 2017-2018, Guided Pathways, Culture of Inquiry 2017-Present, Staff Development 2014-Present

Committees Membership, Distance Education 2017-Present, EC & Educ. Advisory 2012-Present, Student Learning Outcomes Advisory (SLOAC), 2014-Present, & Planning, Research, & Institutional Effectiveness Committee, 2018-Present

Faculty Advisor for the Community Of Care Program 2016-2019, Counseling Division

Business and Education Consultant, Preschool-Kindergarten & After School, Elk Grove Montessori School, Elk Grove, CA 2004-Present, Creative Montessori, San Mateo, CA 2016-Present, & Cottonwood Charter High School, a new Montessori Charter high school in El Dorado County (Community Service Consulting), 2016-Present; Sarasota University, Doctorate in Montessori Education program faculty member, 2018-Present, https://www.sarasotauniversity.edu/

Research Publications

Lorenz, Norman (2014). Montessori on the Move: A case study of the Montessori pedagogical instructional principles and Implications for community college course graduates and their career paths, University of California, Davis, Capital Area North Doctorate in Educational Leadership (CANDEL), School of Education, Pro Quest, PDF Copy

Curriculum & Instruction, Higher Education & Consultant Positions

Professor Sarasota University Doctorate in Montessori Education, DOME 2018-Present

Syllabi Construction- Pending Accreditation, Begin Teaching Summer 2020

Contributing professor to the doctoral Montessori education program, responsible for instruction across the following coursework in a collaborative residency/online program with other faculty members:

- EDUM 7010- Montessori Doctoral Study, year 1
- EDUM 7260- Montessori Inclusion, year 2, semester 1
- EDUM 7310- Adult Education Theory and Practice, year 2 semester 2
- EDUM 7330- Montessori Teacher Education Methods, year 3, semester 1
- EDUM 7340- Montessori Teacher Education Placement year 3, semesters 1/2
- EDUM 7350- Organization of Teacher Education Programs, year 3, semester 2
- EDUM 7510- Dissertation committee member and/or chair, year 4

Tenured Professor

Los Rios Community College District; www.losrios.edu

Education Studies and Human Development, http://www.scc.losrios.edu/normanlorenz/ Sacramento City College – August 2008- Present

Full time faculty, tenured Professor, instructing college courses in, "Introduction to Child Development", "Theories of Development", "Child, Family, and Community", Lifespan Development, Computer Skills for Teacher Educators, Elementary Teacher Preparation, and "Supervision and Administration" programs. Responsible for instructing academic subject matter concerning early childhood, elementary teacher education and school age programs specifically through laboratory, observations, and field study assignments. The classroom structure is seminar face to face style with collaborative career communities of practice. This emits student engagement, persistence, and retains enrollment through Canvas, our Student Learning Management system. Format includes extensive online communication such as discussion boards, unit modules including Online Educational Resources such as free textbooks, developmentally and career appropriately linked assignments advancing the content from theory to practice, as well as assessment tools that reinforce the student's academic progress to completion. This model is a Montessori referenced style that has been adapted for adult education. The data show that student support becomes a college-wide benefit to their completion rates.

Online Educational Resource, OER Textbook, 2018. Sacramento City College: Family Consumer Science (FCS 324)/ Psychology 370 Human Development Lifespan, Professor Norman Lorenz

Adjunct Faculty Instructor
Los Rios Community College District; www.losrios.edu
Early Childhood Programs
Sacramento City College- 2004 – 2008
Cosumnes River College- 2000 – December 2008
American River College- 1997 – 2000

Part time Professor, instructing college courses in, "Introduction to Child Development", "Theories of Development", "Child, Family, and Community", Life Spans Development and "Supervision and Administration" programs. Responsible for instructing academic subject matter concerning early childhood, lab, observations, and field study assignments. Continuing education includes annual conferences in early childhood education and revising syllabus to meet updated text as they are adopted through the college.

Teacher Education Institution, Private Post Secondary, Director

Montessori Teachers College-Sacramento; http://www.montessoritrainingcenter.net/ and www.macte.org; www.amshq.org

January 1988 - June 2006

Program director for Montessori Teachers College- Sacramento, accredited with the National Center for Montessori Education N.C.M.E., now the American Montessori Society. The course offers teacher education in Infant/Toddler since 1995, Early Childhood since 1992 and Supervision and Administration Programs, also since 1992. Current program configuration includes 6-12 elementary training with NCME, 2002. Duties include oversight of these training courses with regard to detail in curriculum and instruction, including lesson planning, staff development including classroom management and Parent Education. As a basic priority, the director role managed the entrance, counseling, advising, and completion of the student from beginning to graduation. Annually supervise approximately 25-30 students through the Montessori teacher education certification process. All programs are licensed to operate through the State of California, Department of Consumer Affairs, Bureau for Private Postsecondary and Vocational Education and currently recognized as a Pilot Program through the State of California, Commission on Teacher Credentialing as an alternative education program offering units for the Child Development Permit matrix. In addition, the Early childhood program is accredited with the Montessori Accreditation Council for Teacher Education (MACTE), an authorizer in conjunction with the Commission on International and Trans regional Accreditation. I managed an annual operating budget of \$40,000.

Education Business, Consultant, & Coordinator Positions

Educational Consultant 2017-Present

Inspire Schools, Los Angeles, CA. Curriculum and Instructional consultant and co-founder of The Cottonwood Charter High School in El Dorado County, Buckeye School District. Responsible for curriculum design and faculty training to launch a 9-12 grade school in fall 2019.

Board President 2008-2018

Board, 2008-2012, President, 2012-2018, River Montessori Charter K-8 Public School, Petaluma, CA (Community Service), Responsible for Organizations Strategic Plan and oversight concerning Curriculum & Instruction, Communications and Parent Education Outreach, and Fiscal, Operational, Human Resources, and Facilities. Hiring Responsibilities including Principal/CEO, CFO, and Program Administrator, Budget \$1.6 annually.

Staff Resource Center for Professional Development, Faculty Coordinator for Staff/Professional Development Los Rios Community College District; www.losrios.edu Professional Development & Flex, http://www.scc.losrios.edu/src

Sacramento City College – June 2012- Present SSSP/SEq Coordinator, July 2015-June 2016

As the Staff Resource Center, Faculty Coordinator for 2012-Present, with an annual budget of \$89,988, I have worked with the Staff Resource Center staff and dean, while specializing in the design, planning, and implementation of the professional development and flex Initiative, "Connecting with Success" as a campus wide initiative. The aim is to develop and enhance particular, professional skill sets in campus personnel focusing primarily on student success & support and student equity within the community college. As the faculty tri-chair of the Staff Development committee overseeing and working in collaboration with two other tri-chairs around the vision, goals and objectives for professional development. In concert with the dean, I work in coordination to write the Program Plan specifically embedding professional development that focuses on both the Student Success & Support program and Student Equity program plans as well as contribute the design, analysis, and orchestration of the annual budget, which comprises both staff development and conference, workshop, and travel income and expenses. Additional responsibilities include working in collaboration with Student Services with emphasis on planning professional development for classified staff and faculty that addresses the Student Success & Support Program and Student Equity Plans where existential needs for students and their success directly connect to classified staff, faculty, and administration. I was also the curator of the New Faculty Academy where tenured tracked full time faculties receive a one-year support as they migrate into the college community system, http://www.scc.losrios.edu/facultyhowto/. The value of these needs are highlighted and

http://www.scc.losrios.edu/facultyhowto/. The value of these needs are highlighted and incorporated into the professional development that occurs during the flex week each semester and throughout the semester as opportunities and needs arise.

Education Consultant

California State Department of Education, Child Development Division,

www.cde.ca.gov/sp/cd

December 2004 -June 2008

Responsible for facilitating funding terms and conditions with county agencies in county regions in California contracting for services offering general fund programs for child development contracts including areas related to business, financial, curriculum and instruction, staff development, and parent education. Technical assistance was a major factor in the development and implementation of curriculum goals and objectives and administration of staff development concerning management and supervision of classrooms and fellow colleagues. Oversight included the contractual agreements of approximately \$80 million for the child development programs operating in Butte, Nevada, Placer, Sierra, Solano, Napa, Sonoma, and San Mateo counties working and training with directors and their staff.

Co-Founder & Education Consultant as Director of Curriculum & Instruction, California Montessori Project, Charter Public School; www.cacmp.org, Charter Early Childhood, Elementary, and Middle School Programs

May 1999 - January 2005

I was influential to the idea, conceptual formation, and co-founder of the charter project. I participated in the planning grant of \$35,000 to coordinate a team to facilitate the charter project of public Montessori programs. I was a team member of the implementation grant of \$250,000 for the construction of five present sites, curriculum and instruction, and administration and supervision manuals including policies and procedures for class and school management. The project had an operating budget of \$5 million annually with over 2,000 students, K-8. During my tenure, I was responsible for coordinating with officers over the hiring of over 100 California and Montessori credentialed/certified staff, configuring the purchase orders and inventory of over \$300,000 of Montessori and miscellaneous materials and supplemental text books, and environment design of the campuses. Current participation includes oversight and supervision of five site principals with overview as the Director of curriculum and instruction, it's quality, staff development in Montessori 6-12 teacher education for all Montessori training, and supervision of principals for facilitation of a parent advisory school site council and parent education program, as well as working with the state toward recognition of the Montessori certification as an alternatively identified teaching credential within the alternative school reform structure in California.

Executive Director/ Chief Executive Officer Montessori Learning Commons, Incorporated; http://www.elkgrovemontessori.com/ June 1987 - February 2005

Responsible for vision and oversight of business, financial, curriculum and instruction, staff development, and parent education of Montessori early childhood education programs in Sacramento County. From two through seven locations MLC, Inc. developed business corporate partnerships with the McClatchy Corporation, PERS, McCuen Properties, and the US Bank Plaza. Currently in operation, two early childhood programs serving approximately 300 families, 45 employees for children ages Infancy through Kindergarten. Specific Duties include development and implementation of Montessori curriculum goals and objectives, administration of staff development concerning management and supervision of classroom and fellow colleagues. I operated an annual operating budget of \$1.2 million.

Instruction & Education Consultant
Canadian Montessori Academy, CMA
Director of Elementary, Early Childhood, and Infant/Toddler Programs with American
Montessori Society, AMS
January 2001 – June 2004

Consultant to the Program component of CMA; Teacher Education summer courses. I have responsibility for course work in the area of infant/toddler, early childhood and elementary programs in accordance with the Montessori Accreditation Council for Teacher Education,

MACTE, and the American Montessori Society, AMS. Work in collaboration with site administrators in academic coursework and student teaching.

Educational Consultant

Montessori Program, Margaret Sheehy Elementary School, Merced City School District 1997- 2000

I was the consultant and supervisor of the elementary Montessori public school program for Kindergarten through fifth grade. I supervised in conjunction with school principal, all educational goals of staff and student population, curriculum and instruction and parent education for approximately 60 elementary age students and three Montessori staff members.

School Director

Montessori Center for Elementary Education, Incorporated Not for Profit March 1994 – June 2001

Director of elementary Montessori school non-profit program for Kindergarten through eighth grade. I supervised all educational goals of staff and student population, curriculum and instruction and parent education for approximately 150 elementary age students and 12 staff members over four campuses. I closed the program to begin working with the public charter Montessori program.

Education Early, Elementary & Secondary Education, Classroom Instructor Positions

Instructor/Teacher

Montessori Learning Commons & Montessori Center for Elementary Education, Inc. June 1987-July 1999

I was the head teacher over these specific years, 1987-88, 1995-96 & 1999-2000. During the other years of the operation (1994, 1997, 1998, and 2001), I was a daily intermittent supplemental instructor for core instructors for the 6-9, 9-12 and 12-14 programs in subjects that included Math/Geometry, Life Skills, Government, and Literature groups.

School Director/Instructor/Teacher Village Montessori Schools, Fair Oaks August 1983 – June 1987

Under the guidance and mentorship of Karen Lecy, I was responsible for management of curriculum and instruction, staff development, and parent education of the Montessori early childhood education program. The program consisted of Preschool and Kindergarten. Duties included teaching the Kindergarten program. School Director/Instructor/Teacher and Training Consultant.

Foundation Center for Phenomenological Research August 1982 - July 1983

Responsible for management of curriculum and instruction, staff development, and parent education of the Montessori early childhood education program. The program consisted of Preschool. Also responsible for facilitating introductory training with migrant and low income programs in Sacramento, Yolo, Modoc, and Los Angeles Counties.

Instructor/Teacher Village Montessori Schools, Carmichael September 1979 - July 1982

Worked as assistant with preschool and elementary age children in an after school program.

After Montessori certification, instructed Kindergarten age children in a Montessori environment.

College Life Engagement, Committee work, and Tri-Chair Experiences

2016-17- Committee work- Staff Development, Staff Equity, Student Equity & Support, Matriculation and Student Success, Distance Education, Institutional Effectiveness Partnership Initiative, ECE Advisory

January 2015- May 2016- Dissertation Committee Member, Drexel University, Sacramento Center, Sacramento, CA (Community Service)

March 2016- Accreditation Commission for Community and Junior Colleges, Accreditor with Los Angeles Community College District, LA Harbor College

August 2014- Present- Student Equity & Matriculations Committees & Student Success & Support Participation

January 2014- October 2015- Accreditation Standard 1- Faculty Tri-Chair

January 2014- Present- Staff Development Committee, Faculty Tri-Chair

January 2013- Present- Distance Education Committee

Spring 2012- Present- Hiring Committees, committee member, and Hiring committee Equity representative

Fall 2012- Present- Trainer and Facilitator for Interest Based Alliance Training (IBA), Los Rios Community College District

Dr. Norman H. Lorenz

Fall 2010- Spring 2014- Academic Senate, Senator, BSS Representative

August 2010- Present- SLOAC Committee

August 2009-2011-2015- Matriculation and Student Success Committee

Professional Associations Advisory Committee

Sacramento City College, Early Childhood Community Advisory; www.scc.losrios.edu 2008-Present

American River College, ECE Advisory, 1988-2000

Cosumnes River College, ECE Advisory, 2000-2004

Participate in the semester and ongoing community effort toward an advanced review of the program content within the division of Early Childhood course instruction and in support of community needs concerning trends and issues facing the industry.

Advisory Committee Member

Sacramento City College, California Categorical Program, Extended Opportunities Programs & Services (EOPS) 2015- Present

Annual participation as an advisory body member to EOPS for the purposes of reviewing current and projected plans for the program's annual plan. This program supports students across the community regarding outside of classroom needs that allow for and support student success and college completion.

Education advisor and lecturer

California Child Development Administrators Association, CCDAA; www.ccdaa.org 2005- 2008

I consulted and provided workshops primarily on the DRDP-R. I provided bay area programs with substantial technical assistance through the organization with regard to the On Going Program Self Evaluation Tool (OPSET). I supported staff development and keynote work through continuing education and teacher training. Commissioner

Montessori Accreditation Council for Teacher Education, MACTE; www.macte.org 2003- 2005

Commission member for MACTE that accredits teacher education programs as recognized by the United States Department of Education. The responsibilities of the position include review

and recommendation on accreditation of Montessori teacher education institutions across the country and around the world.

Board Member, Montessori Project Foundation 2002- 2004

Responsible for supporting the financial efforts through grants and gifts to the non profit public charter school program.

Chairperson, NCME/MACTE Review Committee MACTE Commission on Accreditation 2001-2002

Oversight of all NCME/MACTE accredited course. Responsible for communication via the MACTE office and the NCME Teacher Education and Training Program's concerning accreditation. www.montessori-ncme.org

California Montessori Council 2014- Present- Council Member 1998 to 2000- Secretary- Board of Directors

Secretary for the California Montessori Council. This non-profit organization's purpose is to keep Montessori school educators informed on current federal and state legislation affecting and/or impacting Montessori public and private school programs across the state of California.

President and Past President- Board of Directors

Montessori Accreditation Council for Teacher Education, MACTE Corporation, International Association for Montessori Education, (I.A.M.E.) www.iame.org President, 1997 to 2000; Past President, 2000-2003

President of the Board of Directors for this national organization doing business under the corporation of the Montessori Accreditation Council for Teacher Education, M.A.C.T.E. It's membership is comprised of accredited Montessori teacher education institutions world wide under nine national Montessori organizations recognized by the United States Department of Education. Duties include membership oversight, annual training development through conferences, workshops and seminars and communication strategies between the various organizational structures. Responsibilities are detailed through accreditation standards by working with the MACTE Commission on Accreditation. Annual operating budget of \$50,000

Board of Directors

The National Center for Montessori Education, N.C.M.E. 1994 to 2003

Member of the Board of Directors of this national organization. In existence since 1977, a member of since 1981. Past chair included responsibility for coordinating and facilitating work in conjunction with the Executive Director for then 28 (currently 32) training institutions in the U.S., Canada, Mexico and South America. Duties include oversight and coordination of training

center site visits for affiliation, training development including current trends and issues in Montessori education, administration and supervision of early childhood programs and annual conferences toward continuing education for educators. Responsibilities also include school accreditation nationwide. Committee representative for an annual operating budget of approximately \$600,000.

Continuing Education Coursework, Consultation, and Seminar Presentations

2017-1018

StrengthsFinders Trained, <u>Dr. Joe Darin Coaching</u>, <u>Action Guides</u> and <u>Insights</u>

Coordinated with Dr. Darin to provide all Dean's with StrengthsFinder training to use in unison with their Center for Urban Education, CUE administrative training on Equity and Student Success.

2012- Present

As the faculty coordinator for the Staff Resource Center since 2012, I have offered many workshops that focus on instructional pedagogy and student success: Professional Development, Flexible Continuing Education, and Convocation Programming https://www.scc.losrios.edu/src/?s=Norman%20Lorenz

2012- Present

Extensive Training in student learning management systems, including most recently the Canvas LMS built on the Instructure platform, the full Google Apps system, Sycamore LMS, Desire2Learn LMS, and Blackboard LMS. Face to face and online hybrids are my expertise where a full design of technology and e-portfolios are used with student scholars as they relate to informal training of software systems that will be used in overall workforce development.

2008- Present

Consultant to the peninsula and north bay area, including San Mateo, Sonoma, & Napa counties in early childhood programs serving local communities with involvement and program management including the California Child Development Administrators Association, CCDAA organization. Areas of expertise include the CDE On Going Program Self Evaluation Tool (OPSET), the Desired Results Developmental Profile Linking Assessment to Curriculum (DRDP-R), Curriculum development and management, staff development, and school operations.

Consultants to various Montessori early childhood programs in local community, including the new 2014 CA Pre-K Bill, the national Pre-K Now organization, and schools including Claire's Montessori, Elk Grove Montessori School, the Merced City School District, Margaret Sheehy Elementary School, the California Montessori Project, Charter School, Montessori Elementary programs, River Montessori Charter School, Creative Montessori Learning Center, Palo Alto, CA. Areas of expertise include Classroom development and management, staff development,

accreditation, and school operations.

Workshop Presenter- Professional Association for Childhood Educators, American Montessori Society, the National Center For Montessori Education, County Offices of Education in California, including, San Mateo Solano, Placer, Nevada, Butte, along with various projects with school districts regionally and community colleges.

Additionally, with the Montessori Accreditation Council for Teacher Education/International Association for Montessori Education, and California Child Development Administrators Association. Presentations in the areas of Early Care and Education, including Infant/Toddler Development, Early Childhood, and Elementary education.

Specifically the concentration in Montessori early childhood and elementary programs in development were discipline, classroom management, parent education, and staff development and administration.

Community Outreach and Involvement

2018-Present, Poverty Ridge Neighborhood Advisory Member to City of Sacramento, Mayor Darrell Steinberg with a focus on Regional Economic Development

2016-17 Faculty Advisory for the SCC Community of Care Program for Student Equity and Success

2014-2018- Board President, River Montessori Charter Public School, Petaluma, CA

2014- Present Montessori Council California - A political advocacy and lobbying membership to advance the study and practice of the Montessori methodology into the public education arena with specific interest in building public private partnerships and mixed use principles across early, elementary and secondary education systems

2011- 2015 Liaison with students conducting learning service with Sacramento City Unified School District and ECE 350, Introduction to Elementary Teacher Education

2008- 2014 Board Member, River Montessori Charter Public School, Petaluma, CA

2005- Present Life Member, American Montessori Society, AMS

2005- Present Affiliation with the National Association for the Education of Young Children, NAEYC

2005-2008 Presenter for the California Child Development Administrators Association, CCDAA

1999-2005 Educational Founder and Consultant, California Montessori Project, Charter Public School K-8 program

1995-2000 Advisory Committee member for American River College Child Development Program and Cosumnes River College Family and Business Science Department with selection committee experience on the Mentor Teacher Program; Los Rios Community College District

2003-2006 Commissioner, Montessori Accreditation Council for Teacher Education, (MACTE)

1999-2000 Charter Board Member, Secretary for the California Montessori Council, (CMC)

1997-2000 Council Board President, International Association for Montessori Education (I.A.M.E.)

1996-2001 Advisory Committee member for California State Department on Teacher Credentialing; Evaluation and Support Team for Approval of ECE Programs for Child Development Permits affiliated with the Montessori Accreditation Council for Teacher Education, (M.A.C.T.E.)

1995-1996 Charter Board Member, DaVinci Montessori School, Merced, CA.

1994-2003 Board Member for National Center for Montessori Education

1994 & 95 Sacramento Business Journal's 100 Fastest Growing Companies - Ranked 17

1993-Present Board member and Vice President of Montessori Learning Commons, Inc.

Professional Organizations and Affiliations

- Sarasota University, https://www.sarasotauniversity.edu/
- Faculty Association of California Community Colleges, FACC, www.faccc.org
- Chronicle for Higher Education, <u>www.chronicle.com</u>
- Faculty Focus, Focused on today's Higher Education Professional www.facultyfocus.com
- California Montessori Council, <u>www.montessoricouncilca.org</u>
- California Child Development Administrators Association, (CCDAA) www.ccdaa.org
- Life Member, American Montessori Society, www.amshq.org
- Montessori Accreditation Council for Teacher Education, (MACTE) www.macte.org
- International Association for Montessori Education, (IAME) www.iame.org
- California Association for the Education of Young Children, (C.A.E.Y.C.)
- National Center for Montessori Education, (NCME) <u>www.montessori-ncme.org</u>

Dr. Norman H. Lorenz

 Montessori School Accreditation Commission 	(MSAC)	www.montessori-msac.org
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• American Council on Education (ACE)

Contacts and References

California Department of Education, Sharon Hawley, Ph.D. Northern California Administrator, Child Development Division, CDE (Retired) Electronic Mail- sihawley@sbcglobal.net

California Small Schools Association,
Debra Pearson, Small School Districts
Association, Executive Director,
Electronic Mail- debra@sdda.org

California State University, Sacramento, Tina Jordan, Ed.D., Assistant Vice President, Strategic Success Initiatives Director of Peer and Academic Resource Center (PARC)

Electronic Mail- jordant@csus.edu

National Center for Montessori Education, Karen Lecy, M.Ed., Executive Director, (Retired)

Electronic Mail- klecy10@mac.com

California Montessori Project, Charter Public School, Colleague, Teresa Lyday-Selby, M.Ed., Electronic Mail- tcselby@hotmail.com

Montessori Charter Public School Kelly Griffith Mannion, Principal, River Electronic Mail-

kmannion@rivermontessoricharter.org

Sacramento City College,

Marybeth Buechner, Ph.D., Dean, Planning Research and Institutional Effectiveness Office.

Sacramento City College,

Electronic Mail- <u>buechnm@scc.losrios.edu</u>

Sacramento City College,

Kirk Sosa, Dean, Information Technology & Staff Resource Center for Professional Development,

Electronic Mail- sosak@scc.losrios.edu

Sacramento City College Rhonda Rios-Kravitz, Ph.D., Dean Emiratis, Electronic Mail-

rhondarioskravitz@gmail.com

Sacramento City College,
Deborah Saks, Ph.D., Dean, Business &
Computer Information Systems,
Electronic Mail- saksd@scc.losrios.edu

Sacramento County Office of Education, Dr. L. Steven Winlock, Executive Director, Education and Training, Sacramento County

Office of Education;

Electronic Mail- swinlock@aol.com

THE COTTONWOOD SCHOOL



Regular Scheduled Board Meeting - The Cottonwood School November 21, 2019 – 6:00 pm 3840 Rosin Court #200, Sacramento, CA 95834

Attendance: Julisa Platte, Amanda Meagher, Teresa Lyday-Selby

Absent: Josh Mottashed

Also Present: Julie Haycock, Jenell Sherman, Kathy Fagundo

Call to Order:

Julisa Platte called to order at 6:02 pm.

Public Comments:

None

Approval of the Agenda:

Amanda Meagher motioned to approve the agenda. Teresa Lyday-Selby seconded.

-Unanimous

Closed Session – Potential Litigation:

Amanda Meagher motioned to move into closed session at 6:05 pm. Teresa Lyday-Selby seconded.

-Unanimous

Julia Platte motioned to exit closed session at 6:12 pm. Amanda Meagher seconded.

-Unanimous

No action was taken in closed session.

Principals Report:

The Board of Directors was presented with a report from the Principal on the following:

- Enrollment
- NHS and NJHS Membership
- SB 126

Discussion on the Summary of Insurance Coverage:

The Board was presented with information on the Summary of Insurance Coverage.

Discussion and Potential Action on the Board Meeting Calendar:

Julia Platte motioned to move the December Board Meeting to December 12, 2019 at 6:00 pm. Amanda Meagher seconded.

-Unanimous

Discussion and Potential Action on the Board Meeting Minutes:

Amanda Meagher motioned to approve the Board Meeting Minutes from October 24, 2019. Julia Platte seconded.

-Unanimous

Discussion and Potential Action on the October Financials:

Amanda Meagher motioned to approve the October Financials. Julia Platte seconded.

-Unanimous

Discussion and Potential Action on the First Interim Report:

Amanda Meagher motioned to approve the First Interim Report. Teresa Lyday-Selby seconded.

-Unanimous

Discussion and Potential Action on the Charter School Capital Resolution to Change the Amount of the Sale of Receivables:

Teresa Lyday-Selby motioned to approve the Charter School Capital Resolution to Change the Amount of the Sale of Receivables. Amanda Meagher seconded.

-Unanimous

Discussion and Potential Action on the Conflict of Interest Code:

Teresa Lyday-Selby motioned to approve the Conflict of Interest Code. Amanda Meagher seconded.

-Unanimous

Discussion and Potential Action on the Resolution of the Board of Directors of The Cottonwoood School Joining the California Charter Schools Joint Powers Authority:

Julia Platte motioned to approve the Resolution of the Board of Directors of The Cottonwoood School Joining the California Charter Schools Joint Powers Authority. Amanda Meagher seconded.

-Unanimous

Discussion and Potential Action on the Healthy Youth Act Curriculum:

The board was presented with information on the Healthy Youth Act Curriculum. No action taken.

Discussion and Potential Action on the Non-Compliance Policy:

Teresa Lyday-Selby motioned to approve the Non-Compliance Policy. Julia Platte seconded.

-Unanimous

Discussion and Potential Action on the Investigation Process Regarding Residency:

Julia Platte motioned to approve the Investigation Process Regarding Residency. Teresa Lyday-Selby seconded.

-Unanimous

Discussion and Potential Action on the Withdrawal Policy and Disenrollment Letter:

Amanda Meagher motioned to approve the Withdrawal Policy and Disenrollment Letter. Teresa Lyday-Selby seconded.

-Unanimous

Discussion and Potential Action on the Vendor Agreements:

Amanda Meagher motioned to approve the Vendor Agreements. Julia Platte seconded.

-Unanimous

Discussion and Potential Action on the Promotion, Acceleration and Retention Policy:

Julia Platte motioned to approve the Promotion, Acceleration and Retention Policy. Amanda Meagher seconded.

-Unanimous

Discussion and Potential Action on the EL Plan:

Amanda Meagher motioned to approve the EL Plan. Teresa Lyday-Selby seconded.

-Unanimous

Adjournment:

Amanda Meagher motioned to adjourn	the meeting at 7:32 pm	. Teresa Lyday-Selby seconded
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-Unanimous

Prepa	red by:
D	

Bryanna Brossman

Noted by:

Teresa Lyday-Selby Board Secretary

THE COTTONWOOD SCHOOL CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 California Code of Regulations §18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act.

Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby adopted and incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code for The Cottonwood School. This code shall take effect when approved by the El Dorado County Board of Supervisors, and shall thereupon supersede any and all prior such codes adopted by The Cottonwood School, but shall supplement any conflict of interest policies adopted in compliance with the laws governing nonprofit corporations.

Individuals holding designated positions shall file statements of economic interests with the Secretary of The Cottonwood School. Upon receipt of the statements of the members of the Board of Directors, the Secretary shall make and retain copies and forward the originals of these statements to the Clerk of the El Dorado County Board of Supervisors. Original statements for all other designated employees shall be retained by the Secretary. All retained statements shall be available for public inspection and reproduction. (Government Code § 81008.)

APPENDIX A

<u>Designated Positions</u>	<u>Disclosure Category</u>
Members of the Governing Board	1, 2
President/CEO	1, 2
Principal/Superintendent	1,2
Assistant Director(s)	3
Verification Specialists	3
Teachers	3
Regional Coordinators	3
Senior Director of Special Education	3
Regional Director of Special Education	3
Assistant Director of Special Education	3

The Principal or designee may determine in writing that a particular consultant or newly created position as set forth in 2 Cal. Code Regs. § 18219, that makes or participates in the making of decisions that may foreseeably have a material effect on any financial interest is hired to perform a range of duties that is limited in scope and thus the broadest disclosure is not necessary. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Principal or designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Government Code § 81008).

APPENDIX B

Disclosure Categories

Category 1 Reporting:

Designated positions assigned to this category must report:

Interests in real property located in whole or in part within two (2) miles of any facility owned or leased by The Cottonwood School.

Category 2 Reporting:

Designated positions assigned to this category must report:

Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent, or distribute school supplies, books, materials, school furnishings, or equipment of the type to be utilized by The Cottonwood School.

Category 3 Reporting:

Designated positions assigned to this category must report:

Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that are engaged in the performance of work or services, or sources that manufacture, sell, repair, rent, or distribute school supplies, books, materials, school furnishings, or equipment of the type to be utilized by the designated person's department, including, for example, vendors providing such goods and services to be utilized in the instruction of students.



Anti-Harassment / Discrimination / Intimidation / Bullying / Retaliation Policy

The Cottonwood School is committed to ensuring a professional work and learning environment without discrimination, harassment, intimidation, or bullying on the basis of race or ethnicity (including ancestry, color, ethnic group identification and ethnic background; race is inclusive of traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, which includes, but is not limited to, such hairstyles as braids, locks and twists), religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), immigration status, citizenship status, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy or childbirth), gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or association with a person or group with one or more of the aforementioned characteristics or any other legally protected category. The Cottonwood School prohibits any such discrimination, harassment, intimidation, or bullying.

The purpose of The Cottonwood School Governing Board approving this Anti–Harassment/Discrimination/Intimidation/Bullying/Retaliation Policy is to accomplish the following:

- 1. Define Harassment, Discrimination, Intimidation, and Bullying
- 2. Identify Who the Policy Applies to
- 3. Identify Where the Policy Applies
- 4. Establish the Responsibility of Reporting
- 5. Identify Reporting Procedures
- 6. Identify Investigation/Complaint Procedures
- 7. Identify the Consequences of Retaliation
- 8. Outline the Protection of Individuals with Immigration Status
- 9. Outline the Procedures for Notifying Parents of Their Children's Right to a Free Public Education, Regardless of Immigration Status or Religious Beliefs

1. Definitions:

• Harassment: Harassment is unwelcome verbal or physical conduct prohibited by law directed toward, or differential treatment of, a student or staff member because of his/her membership (or perceived membership) in any protected group or on any other prohibited basis. The harasser can be a student, a School official or employee, or someone who is not an employee of the School, such as a vendor or parent. Examples of such conduct include, but are not limited to:

- Offensive or degrading remarks, verbal abuse, or other hostile behavior such as insulting, teasing, mocking, name calling, degrading, or ridiculing another person or group
- Racial slurs, derogatory remarks about a person's accent, or display of racially offensive symbols
- Unwelcome or inappropriate physical contact, comments, questions, advances, jokes epithets or demands
- Physical assault or stalking
- o Displays or electronic transmission of derogatory, demeaning or hostile materials or statements
- Graphic and written offensive or derogatory statements, which may include use of cell phones or the Internet

Harassment does not have to include intent to harm, be directed at a specific target or involve repeated incidents. Harassment creates a hostile environment when the conduct is sufficiently severe, pervasive or persistent so as to interfere with or limit a student's ability to participate in or benefit from the services, activities or opportunities offered by the School.

- **Sexual Harassment:** Sexual harassment is a form of harassment based on sex, including sexual harassment, gender harassment and harassment based on pregnancy, childbirth or related medical conditions. It generally involves unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender—based harassment of a person of the same sex as the harasser. The following is a partial list of violations:
 - Unwanted sexual advances
 - o Offering educational benefits in exchange for sexual favors
 - o Making or threatening reprisals after a negative response to sexual advances
 - Visual conduct: Leering, making sexual gestures, displaying of suggestive objects or pictures, cartoons or posters
 - o Verbal conduct: Making or using derogatory comments, epithets, slurs and jokes
 - Verbal sexual advances or propositions
 - Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations
 - o Physical conduct: Touching, assault, impeding or blocking movements
- **Intimidation:** Intimidation includes adverse actions intended to fill another with fear, to overawe or cow, as through force of personality or by superior display of wealth, talent, etc., or to force another into or deter from some action by inducing fear.
- **Bullying:** Bullying may take place in a variety of hostile acts that are carried out repeatedly over time. The acts involve a real or perceived imbalance of power, with the more powerful

child or group attacking those who are less powerful. It may be physical (hitting, kicking, spitting, pushing), verbal (taunting, malicious teasing, name calling, threatening), or psychological (spreading rumors, manipulating social relationships, or promoting social exclusion, extortion or intimidation). Bullying is any severe or pervasive action or conduct directed toward one or more students that have the effect of one or more of the following: 1) places a reasonable student in fear of harm to that student's person or property; 2) causes a reasonable student to experience a substantially detrimental effect on his or her physical or mental health; 3) causes a reasonable student to experience substantial interference with his or her academic performance; 4) causes a reasonable student to experience interference with his or her ability to participate in or benefit from the services, activities or privileges provided by the School.

Other types of bullying:

- Sexual bullying includes many of the actions typical of bullying behavior with the added actions of exhibitionism, voyeurism, sexual propositioning, sexual harassment and sexual abuse (touching, physical contact, sexual assault).
- Bias or hate-motivated bullying is a basic bias against or hate for a person or group.
 Examples include taunting one's race, religion, national origin, sexual orientation, or physical or mental disabilities. The bullying behavior may also be aggressive, antagonistic, and assaultive.
- O Hazing is a form of aggressive behavior that usually involves intimidation and humiliation during an initiation for a student organization or body, club, group or sports team. It may involve conduct that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current or prospective pupil. Hazing does not include athletic events or school–sanctioned events.
- O Cyberbullying involves bullying conduct that is created or transmitted by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer or pager communicating any of the following: 1) a message, text, sound or image; 2) a post on a social network Internet Web site, including a "Burn Page," an impersonation of another student, and a false profile.
- O Cyber sexual bullying involves dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more effects described in (1) (4) above. A photograph or other visual recording 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.
- O Social media bullying involves bullying through forums for social media, such as internet websites with free registration and ease of registration, internet websites offering peer-to-peer instant messaging (such as Snapchat, Tox, FireChat, Orbit, Bleep), internet websites offering comment forums (such as FaceBook, Twitter, Reddit) and internet websites offering image or video posting platforms (such as YouTube, Instagram, Twitch, Imgur).

- **Retaliation:** Retaliation is any adverse action taken against a student because he or she filed a charge of harassment, discrimination, intimidation or bullying complaint to the School or another agency or participated in an investigation about the same (such as an internal investigation or lawsuit), including as a witness. Retaliation also includes adverse action taken against someone who is associated with the individual opposing the perceived harassment, discrimination, intimidation or bullying.
- 2. Who the Policy Applies to: It shall be a violation of this policy for any student, teacher, administrator or other employee of The Cottonwood School to discriminate against, harass, intimidate or bully another student, teacher, administrator, other employee or anyone associated with The Cottonwood School through conduct or communication. This policy applies to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to The Cottonwood School (e.g. an outside vendor, consultant or customer).
- **3.** Where the Policy Applies: Conduct prohibited by these policies is unacceptable in the workplace and in any work—related setting outside the workplace, such as during business or field trips, meetings and business or school—related social events.
- **4. Responsibility:** All The Cottonwood School employees have a responsibility for keeping our work environment free of discrimination, harassment, intimidation, and bullying.
- 5. Reporting: The Cottonwood School encourages reporting of all perceived incidents of discrimination, harassment, intimidation, bullying, or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victims of such conduct should discuss their concerns with their immediate supervisor, the Executive Director, or the Deputy Executive Director. In addition, The Cottonwood School encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Cottonwood School recognizes, however, that an individual may prefer to pursue the matter through formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although it is understood that an investigation will normally require the involvement of third parties. The Cottonwood School is serious about enforcing its policy against harassment; however, The Cottonwood School cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to The Cottonwood School's attention so it can take whatever steps are necessary to correct the problems.
- **6. Investigation/Complaint Procedure:** All complaints of harassment or discrimination will be promptly investigated. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense. Appropriate action will also be taken in the event the accusations are intentionally false or malicious in intent.

Individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, the Executive Director, or the Deputy Executive Director. The Cottonwood School encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation methods and appropriate corrective actions. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as The Cottonwood School believes appropriate under the circumstances. Willful false and malicious complaints of harassment, discrimination or retaliation may be subject to appropriate disciplinary action.

- 7. Consequences for Retaliation: Retaliation against an individual who has a complaint or has formally reported discrimination, harassment, intimidation, or bullying or has participated in an investigation of such a complaint is a serious violation of this policy and, like discrimination, harassment, intimidation, or retaliation itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.
- **8. Immigration Status:** If the Charter School possesses information that could indicate immigration status, citizenship status or national origin information, the School shall not use the acquired information to discriminate against any students or families or bar children from enrolling in or attending school. If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status or national origin information, the School shall not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.

Each year, the School shall educate students about the negative impact of bullying other students based on their actual or perceived immigration status or their religious beliefs or customs. The School shall also train teachers, staff and personnel to ensure that they are aware of their legal duty to take reasonable steps to eliminate a hostile environment and respond to any incidents of harassment based on the actual or perceived characteristics noted above. Such training shall provide School personnel with the skills to do the following:

• Discuss the varying immigration experiences among members of the student body and school community;

- Discuss bullying–prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims;
- Identify the signs of bullying or harassing behavior;
- Take immediate corrective action when bullying is observed; and
- Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior.
- 9. Parental Notification: Each year, the School shall notify parents and guardians of their children's right to a free public education, regardless of immigration status or religious beliefs. This information shall include information related to the "Know Your Rights" immigration enforcement established by the California Attorney General. The School shall also inform students who are the victims of hate crimes of their right to report such crimes.
- **10. Sexual Harassment Poster:** The School shall create a poster that notifies pupils of the applicable written policy on sexual harassment. The poster shall display, at a minimum, all of the following: 1) The rules and procedures for reporting a charge of sexual harassment; 2) The name, phone number and email address of an appropriate school official to contact to report a charge of sexual harassment; 3) The rights of the reporting pupil, the complainant, and the respondent and the responsibilities of the School in accordance with the School's written policy on sexual harassment.

This poster will be prominently and conspicuously displayed in each bathroom and locker room at the schoolsite. It may be prominently and conspicuously displayed in public areas at the schoolsite that are accessible to, and commonly frequented by students, including, but not limited to classrooms, classroom hallways, gymnasiums, auditoriums and cafeterias. The governing board of the School shall have full discretion to select the appropriate public areas to display the poster at the schoolsite.

11. Posting: This policy shall be posted on the School's internet website in a manner that is easily accessible to parents/guardians/students.

THE COTTONWOOD SCHOOL

Residency Policy

California law requires that certain residency requirements are established in order for a student to be enrolled in an independent study charter school for which average daily attendance may be claimed. California law requires that a student be a California resident and requires that the student is a resident of the county in which the apportionment claim is reported or of a county immediately adjacent to the county in which the apportionment claim is reported. [EC §§ 47612(b), 5147.3]

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

- 1. Define Residency
- 2. Outline Residency for a Student on an Extended Vacation
- 3. Establish the Location Materials Will Be Mailed To
- 4. Outline the Procedures When a Student's Residency is in Question
- 5. Outline the Parent/Guardian/Education Rights Holder's Right Regarding Determination of Nonresidency
- 6. Outline the Procedures for Children of Military Families
- 7. Outline the Procedures for Homeless Youth
- 1. **Definition of Residency:** A student has residency in the state and county of the residence of the parent/guardian with whom that student maintains his or her place of abode. Residence denotes any factual place of abode of some permanency that is more than a mere temporary sojourn. Owning a home in California or in a particular county does not qualify a student to attend The Cottonwood School, unless it can be shown that the student is also living in the home at least three days per week during the school year.
- 2. Residency for a Student on an Extended Vacation: A student on an extended vacation lasting longer than four weeks, but less than six months, will not be deemed to have lost California residency.
- 3. The Location Material Will Be Mailed To: All materials will be mailed to, and any in person services will be held at, the address identified in the student's records in his/her proof of residence documentation, unless an alternative location is agreed upon by the teacher of record.
- 4. Student's Residency is in Question: If there is reason to believe that a student's residency is in question, The Cottonwood School may investigate in order to determine authenticity of the home address. When it is determined that a student lives outside of California and/or an authorized county, The Cottonwood School will provide written notice of the determination of nonresidency within five days of The Cottonwood School's intention to

disenroll the student.

- 5. Parent/Guardian/Education Rights Holder's Right Regarding Determination of nonresidency: The notice shall contain an explanation of the parent/guardian/education rights holder's right to request 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 to dispute the finding of nonresidency. If the parent/guardian/educational rights holder does not request a hearing within five days of receipt of the notice, the right to a hearing is waived and the student will be immediately disenrolled. If the student's parent, guardian or educational rights holder initiates the hearing, the student shall remain enrolled and shall not be disenrolled until The Cottonwood School issues a final decision.
- **6.** Children of Military Families: The Cottonwood School will serve children of military families, as defined by Education Code section 49701, as follows:
 - 1. Allow the student to continue his or her education in The Cottonwood School, regardless of change of residence of the military family during that school year, for the duration of the student's status as a child of a military family; or
 - 2. For a student whose status changes due to the end of military service of his or her parent during a school year, comply with either of the following, as applicable:
 - a. If the student is enrolled in kindergarten or any of grades 1 to 8, inclusive, allow the student to continue his or her education in The Cottonwood School through the duration of that academic school year;
 - b. If the child is enrolled in high school, allow the student to continue his or her education in The Cottonwood School through graduation.

For purposes of providing special education services, The Cottonwood School will continue to provide special education services for children of military families as required by law.

Once The Cottonwood School is notified that a student is identified as a child of a military family, The Cottonwood School will require the parent/guardian submit the following documentation:

- Written proof of the transfer, including the time period for the transfer and location of the transfer
- A signed affidavit that states that the student is only enrolled in [School Name] and not in any other full-day educational program and that the student qualifies as a child of a military family as defined in Education Code section 49701.

For high school students, the aforementioned documentation will need to be resubmitted on an annual basis. The Cottonwood School reserves the right to re-verify all of the above at any time throughout the school year.

- 7. Homeless Youth: The Cottonwood School will be considered to be a pupil's school of origin for a homeless youth when the child attended The Cottonwood School when permanently housed or was last enrolled in The Cottonwood School before becoming homeless. The Cottonwood School will serve homeless youth, as defined below, whose residency has changed as follows:
 - 1. Allow the student to continue his or her education in The Cottonwood School for the duration of homelessness.
 - 2. If the pupil is no longer homeless before the end of the academic year, either of the following apply:
 - a. If the homeless youth is in high school, the The Cottonwood School shall allow the formerly homeless child to continue his or her education in the The Cottonwood School through graduation.
 - b. If the homeless youth is in kindergarten or any of grades 1 to 8, inclusive, the The Cottonwood School shall allow the formerly homeless youth to continue his or her education in The Cottonwood School through the duration of the academic year.

The term "homeless youth" or "homeless pupil" shall mean individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of 42 USC section 11302(a)(1)); and includes—

- 1. children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- 2. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 42 USC section 11302(a)(2)(C));
- 3. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- 4. migratory children (as such term is defined in 20 USC section 6399) who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses (i) through (iii).
- **8. Foster Youth:** The Cottonwood School will be considered to be a pupil's school of origin for a foster youth when the child attended the The Cottonwood School at the initial detention or placement, or any subsequent change in placement of a foster child for the duration of the jurisdiction of the court. The Cottonwood School will serve former foster youth, as defined below, whose residency has changed as follows:
 - 1. If the jurisdiction of the court is terminated before the end of an academic year, the The Cottonwood School shall allow a former foster child who is in kindergarten or any of

grades 1 to 8, inclusive, to continue his or her education in the school of origin through the duration of the academic school year.

2. If the jurisdiction of the court is terminated while a foster child is in high school, The Cottonwood School shall allow the former foster child to continue his or her education in The Cottonwood School through graduation.

The term "foster youth" means a child who has been removed from his or her home pursuant to Welfare and Institutions ("W&I") Code section 309, is the subject of a petition filed under W&I Code sections 300 or 602 or has been removed from his or her home and is the subject of a petition filed under W&I Code sections 300 or 602.

- **9. Migratory Youth:** The Cottonwood School will be considered to be a pupil's school of origin for a migratory youth when the child attended the The Cottonwood School at the time the pupil's status changed to a pupil who is a migratory youth. The Cottonwood School will serve migratory youth, as defined below, whose residency has changed as follows:
 - 1. If the migratory youth is enrolled in kindergarten or any of grades 1 to 8, inclusive, allow the pupil to continue their education in The Cottonwood School through the duration of that academic school year.
 - 2. If the migratory youth is enrolled in high school, allow the pupil to continue their education in The Cottonwood School through graduation.

The term "migratory youth" means a child who has moved with a parent, guardian or other person having custody, from one school to another, either within the State of California or from another state within the 12-month period immediately preceding his or her identification as such a child, in order that the child, a parent, guardian or other member of his or her immediate family might secure temporary or seasonal employment in an agricultural or fishing activity and whose parents or guardians have been informed of the child's eligibility for migrant education services. "Migratory youth" includes a child who, without the parent or guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.



Kindergarten and Transitional Kindergarten Policy

The Cottonwood School is committed to providing educational instruction to all students. The Executive Director or designee shall ensure that the Charter School provides a non-discriminatory and equal enrollment process for students of Transitional Kindergarten and Kindergarten age, in compliance with current state requirements.

The purpose of The Cottonwood School Governing Board approving this Kindergarten and Transitional Kindergarten Policy is to accomplish the following:

- 1. Establish the Enrollment in Kindergarten
- 2. Establish the Enrollment for Transitional Kindergarten Eligible Students
- 3. Establish Enrollment in Transitional Kindergarten
- 4. Outline Adherence to All Non-Discrimination Laws
- 1. Enrollment in Kindergarten: Pursuant to EC 48000(a), a child is eligible for kindergarten if the child will have their fifth birthday by September 1.
- 2. Enrollment in Kindergarten for Transitional Kindergarten Eligible Students: Pursuant to EC 48000(b), A child having attained the age of five years at any time during the school year with the approval of the parent or guardian, may be admitted to kindergarten subject to the following conditions:
 - The governing board determines that the admittance is in the best interests of the child.
 Determination will be based on standard criteria set by school administration and is
 based on standardized guidelines for academic and developmental readiness for
 kindergarten. Staff determination of grade level placement will be made based on
 multiple measures including grade level appropriate formal assessments and student
 observations.
 - The parent or guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.
- 3. Enrollment in Transitional Kindergarten: Pursuant to EC 48000(c)(3)(B)(i), Transitional Kindergarten is the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate.

Students must be five years old between September 2nd and December 2nd February28th to qualify for transitional kindergarten each school year subject to the following conditions:

- The governing board determines that the admittance is in the best interests of the child. Determination will be based on standard criteria set by school administration and is based on standardized guidelines for academic and developmental readiness for transitional kindergarten. Staff determination of grade level placement will be made based on multiple measures including grade level appropriate formal assessments and student observations.
- The parent or guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.
- 4. Adherence to All Non-Discrimination Laws: This policy adheres to all non-discrimination laws and is subject to the same enrollment processes as all otherwise qualified students. Enrollment into the charter school will be consistent with all other enrollment guidelines. In the event that a parent or guardian disagrees with the enrollment or grade level placement recommendations of staff, they may appeal the decision in accordance with the school's complaint procedures.



Foster Youth Policy

The Governing Board of The Cottonwood School (the "Charter School") desires to ensure that foster children are provided equal access to the same free, appropriate public education provided to other children and youth. Foster students will be given access to the education and other services that such students need to ensure that they have an opportunity to meet the same challenging State student academic achievement standards to which all students are held. Foster students will not be stigmatized or segregated in a separate school or program based on the student's status as foster youth.

The purpose of the The Cottonwood School Governing Board approving this Foster Youth Policy is to accomplish the following:

- 1. Define Foster Child/Student/Youth and School of Origin
- 2. Establish a Foster Child Liaison
- 3. Outline Admission Requirements for Foster Children
- 4. Outline the Rights of a Former Foster Children
- 5. Outline Course Work and Graduation Requirements for Foster Children
- 6. Establish Transportation Requirements for a Foster Children
- 7. Outline Who Has Access to Records for Foster Children

1. Definitions:

- Foster child/student/youth means a child who has been removed from his or her home pursuant to Welfare and Institutions ("W&I") Code section 309, is the subject of a petition filed under W&I sections 300 or 602, or has been removed from his or her home and is the subject of a petition filed under W&I Code sections 300 or 602.
- The Charter School is the **school of origin** when the student attended the Charter School when permanently housed or was last admitted at the initial detention or placement or subsequent change in placement of a foster child. If the school the foster child attended when permanently housed is different from the school in which the foster child was last admitted, or if there is some other school that the foster child attended with which the foster child is connected and that the foster child attended within the immediately preceding 15 months, the foster child liaison, in consultation with, and with the agreement of, the foster child and the person holding the right to make educational decisions for the foster child, shall determine, in the best interests of the foster child, the school that shall be deemed the school of origin.

2. Foster Child Liaison: The School's foster child liaison is: Principal, Julie Haycock, JulieH@Inspireschools.org.

The School's foster child liaison is required to do all of the following:

- Ensure and facilitate the proper educational placement, enrollment in school and checkout from school of foster children.
- Assist foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.
- Notify the foster child's attorney and the appropriate representative of the county child welfare agency of pending expulsion proceedings if the decision to recommend expulsion is a discretionary act, pending proceedings to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act, and, if the foster child is an individual with exceptional needs, pending manifestation determinations if the School has proposed a change in placement due to an act for which he decision to recommend expulsion is at the discretion of the principal.
- The foster child liaison, in consultation with, and with the agreement of, the foster child and the person holding the right to make educational decisions for the foster child, may recommend, in accordance with the foster child's best interests, that the foster child's right to attend the school of origin be waived and the foster child be enrolled in a public school that pupils living in the attendance area in which the foster child resides are eligible to attend.
- Before making a recommendation to move a foster child from his or her school of origin, the foster liaison shall provide the foster child and the person holding the right to make educational decisions for the foster child with a written explanation stating the basis for the recommendation and how the recommendation serves the foster child's best interest.
- If the foster child liaison, in consultation with the foster child and the person holding the right to make educational decisions for the foster child, agrees that the best interests of the foster child would best be served by his or her transfer to a school other than the school of origin, the foster child shall immediately be enrolled in the new school.
- **3. Admission:** All foster students are required to follow the school's process for admitting students, including filling out and submitting the school's admission packet on time. As with all students, admission depends upon availability. In the event of an oversubscription in a grade, foster students will participate in the lottery as with any other student.

If the foster child seeking admission has outstanding fees, fines, textbooks or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for admission, such as previous academic records, medical records, including, but not limited to, records or other proof of immunization history, proof of residency, other documentation or school uniforms, this will not serve as a basis for non-admission. Within two days of admission of the foster child, the foster child liaison will contact the school last attended by the foster child to obtain all academic and other records.

If a dispute arises regarding the request of a foster child to remain in The Cottonwood School as the school of origin, the foster child has the right to remain in The Cottonwood School pending resolution of the dispute. The dispute shall be resolved in accordance with the Uniform Complaint Procedures adopted by the School.

Admission in The Cottonwood School as the school of origin will be allowed, unless a determination is made that it is not in the best interest of the foster child to attend The Cottonwood School. Best interest factors include, but are not limited to, appropriateness of the current educational setting and proximity to the school in which the child is enrolled at the time of placement.

4. Former Foster Children: If the jurisdiction of the court is terminated before the end of an academic year, the The Cottonwood School shall allow a former foster child who is in kindergarten or any of grades 1 to 8, inclusive, to continue his or her education as the school of origin through the duration of the academic school year.

If the jurisdiction of the court is terminated while a foster child is in high school, The Cottonwood School shall allow the former foster child to continue his or her education in The Cottonwood School as the school of origin through graduation.

5. Course Work and Graduation Requirements: The Charter School will accept coursework satisfactorily completed by the foster child while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school even if the pupil did not complete the entire course and shall issue that pupil full or partial credit for coursework completed.

The credits accepted shall be applied to the same or equivalent course, if applicable, as the coursework completed in the prior school. The Charter School will not require the foster child to retake a course if the pupil has satisfactorily completed the entire course in a public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school. If the pupil did not complete the entire course, the Charter School shall not require the pupil to retake the portion of the course the pupil completed unless the Charter School, in consultation with the holder of educational rights for the pupil, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the foster youth shall be enrolled in the same or equivalent course, if applicable, so that the pupil may continue and complete the entire course.

A foster youth shall not be prevented from retaking or taking a course to meet the eligibility requirements for admission to the California State University or the University of California. A foster student who transfers between schools any time after the completion of the student's second year of high school and is in the student's third or fourth year of high school, the School shall exempt from all coursework and other requirements adopted by the School that are in addition to the statewide coursework requirements specified in Education Code section 51225.3, unless the School makes a finding that the student is reasonably able to complete the

School's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

If the School determines that the foster student is reasonably able to complete the School's graduation requirements within the student's fifth year of high school, the School shall do all of the following: 1) Inform the student of the student's option to remain in school for a fifth year to complete the School's graduation requirements; 2) Inform the student, and the student's educational rights holder, about how remaining in the School for a fifth year to complete the School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution; 3) Provide information to the student about transfer opportunities available through the California Community Colleges; 4) Permit the student to stay in school for a fifth year to complete the School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or if under 18 years of age, with the person holding the right to make educational decisions for the student.

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

Within 30 calendar days of the date that a foster student may qualify for the exemption from local graduation requirements transfers into a school, the School shall notify the student, the educational rights holder, and the School's liaison for foster children and youth of the availability of the exemption and whether the student qualifies for an exemption. If the School fails to provide timely notice, the student shall be eligible for the exemption from local graduation requirements once notified, even if that notification occurs after the student is no longer in foster care, if the student otherwise qualifies for the exemption.

A foster student that has been exempted from local graduation requirements in accordance with Education Code section 51225.1 and completes the statewide coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and that student would otherwise be entitled to remain in attendance at the school, the School shall not require or request that the pupil graduate before the end of the student's fourth year of high school.

If a foster student is exempted from local graduation requirements pursuant to Education Code section 51225.1, the School shall notify the student and the person holding the right to make educational decisions for the student how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges.

If a foster student who is eligible for the exemption from local graduation requirements and would otherwise be entitled to remain in attendance at the School shall not be required to accept the exemption or be denied admission in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of high

education, regardless of whether those courses are required for statewide graduation requirements.

If a foster student is not exempted from local graduation requirements or has previously declined the exemption, the School shall exempt the student at any time if an exemption is required by the student and the student qualifies for the exemption.

If a foster student is exempted from local graduation requirements, the School shall not revoke the exemption.

If a foster student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer a foster student while the student is admitted in the School or if a foster student who is exempt from local graduation requirements transfers to the School from another school.

The School shall not require or request a foster student to transfer schools in order to qualify the student for an exemption.

A complaint for noncompliance with this section may be filed with the School under the School's Uniform Complaint Procedures.

- **6. Transportation:** If the foster student requires transportation to continue to attend the Charter School as the school of origin, the Charter School will ensure that the foster child receives transportation in a cost effective manner.
- 7. **Records:** A foster family agency with jurisdiction over a currently admitted or former pupil, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver who has direct responsibility for the for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family (as defined below), may access the current or most recent records of grades, transcripts, attendance, discipline and online communication on platforms established by schools for pupils and parents, and any individualized education programs (IEPs) that may have been developed, or any plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 of a currently admitted or former foster pupil.

A foster family agency, short-term residential treatment program, or caregiver may review and receive pupil records pursuant to subdivision (a) for purposes of monitoring the pupil's educational progress, updating and maintaining the pupil's education records as required by Section 16010 of the Welfare and Institutions Code, and ensuring the pupil has access to educational services, supports, and activities. These purposes include, but are not limited to, admitting the pupil in school, assisting the pupil with homework, class assignments, and college and scholarship applications, and admitting the pupil in extracurricular activities, tutoring, and other afterschool and summer enrichment programs.

A "resource family" means an individual or family that has successfully met both the home environment assessment and the permanency assessment criteria necessary for providing care for a child placed by a public or private placement agency by court order, or voluntarily placed by a parent or guardian.



Transgender and Gender Nonconforming Students Policy

The Cottonwood School (the "Charter School") is committed to fostering an educational environment that is safe, welcoming, and free from stigma and discrimination for all students, regardless of gender identity or expression; facilitating compliance with local, state and federal laws concerning bullying, harassment, privacy and discrimination; and ensuring that all students have the opportunity to express themselves and live authentically.

The purpose of the The Cottonwood School Governing Board approving this Transgender and Gender Nonconforming Students Policy is to accomplish the following:

- 1. Define Gender, Gender Identify, Gender Expression, Gender Nonconforming, Intersex, Nonbinary/Genderqueer, Sex, Sexual Orientation, Transgender, and Transition
- 2. Outline Guiding Principles and Requirements of the Charter School
- 3. Establish Privacy and Confidentiality
- 4. Outline the Requirements of Pupil Records
- 5. Establish the Authorization to Use Name and Gender With Which the Student Identifies
- 6. Outline the Requirements of the Student's Preferred Name and Pronoun
- 7. Outline the Requirements of Student Safety
- 8. Establish Restroom Accessibility
- 9. Outline Sports, Athletics, and Physical Education Requirements
- 10. Establish Access to School Activities and Programs
- 11. Establish Course Accessibility and Instruction
- 12. Outline the Training and Publication of the Transgender and Gender Nonconforming Students Policy
- 1. **Definitions**: These definitions are provided not for the purpose of labeling students but rather to assist in understanding this policy and the legal obligations of the school. Students may or may not use these terms to describe themselves or their experiences.
 - Gender: A person's actual or perceived sex, including a person's gender identity and gender expression.
 - Gender Identity: A person's gender-related identity, appearance or behavior, whether or not different from that traditionally associated with the person's physiology or assigned sex at birth. Gender identity may include being female, male, another gender or no gender. The responsibility for determining an individual's gender identity rests with the individual. Children typically begin to understand their own gender identity by age four, although the age at which individuals come to understand and express their gender identity may vary based on each person's social and familial development.

- Gender Expression: A person's gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth. Gender expression refers to external cues that one uses to represent or communicate one's gender to others, such as behavior, clothing, hairstyles, activities, voice, mannerisms, or body characteristics.
- Gender Nonconforming: One's gender expression, gender characteristics or gender identity that does not conform to gender stereotypes "typically" associated with one's legal sex assigned at birth, such as "feminine" boys, "masculine" girls, and those who are perceived as androgynous. Students who adopt a presentation that varies from the stereotypic gender expectations sometimes may describe themselves as gender nonconforming, gender queer, gender fluid or nonbinary.
- <u>Intersex</u>: An umbrella term used to describe natural bodily variations, which can include external genitalia, internal sex organs, chromosomes or hormonal differences that transcend typical ideas of male and female.
- Nonbinary/Genderqueer: An umbrella term for people with gender identities that fall somewhere outside of the traditional conceptions of strictly either female or male. People with nonbinary gender identities may or may not identity as transgender, may or may not have been born with intersex traits, may or may not use gender-neutral pronouns, and may or may not use more specific terms to describe their genders, including but not limited to agender, genderqueer, gender fluid, Two Spirit, bigender, pangender, gender nonconforming or gender variant.
- <u>Sex</u>: It includes, but is not limited to, a person's sex assigned or presumed at birth based on physical characteristics commonly associated with males or females, and is inclusive of a person's gender.
- <u>Sexual Orientation</u>: It means heterosexuality, homosexuality, and bisexuality and is considered to be a person's romantic, emotional, mental and/or sexual attraction to another person based on the gender of the other person.
- Transgender: An umbrella term used to describe people whose gender identity or gender expression is different from the gender they were assigned or presumed at birth. Some individuals who identify as transgender have medically transitioned, are undergoing gender affirming surgeries and hormonal treatments, while others do not choose any form of medical transition. There is no uniform set of procedures that are sought. Individuals may identify as female, male or nonbinary, may or may not have been born with intersex traits, may or may not use gender-neutral pronouns and may or may not use more specific terms to describe their genders, including but not limited to agender, genderqueer, gender fluid, Two Spirit, bigender, pangender, gender nonconforming or gender variant. A transgender girl is a girl who was thought to be a male when she was born. A transgender boy is a boy who was thought to be female when he was born.
- <u>Transition</u>: The unique process in which one goes from living and identifying as one gender to live in alignment with one or more dimensions of the gender with which one identifies. Gender transition can occur at any age and can include social, medical and/or a legal transition.
- 2. Guiding Principles and Requirements: The school shall accept the gender identity that each student asserts. There are no medical or mental health diagnoses or treatment thresholds that students must meet in order to have their gender identity recognized and respected. Students

may initiate a process to change their name, pronoun, attire and access to School programs, activities and facilities. The school shall customize support to optimize each student's access according to their gender identity.

3. Privacy and Confidentiality: All persons, including students, have a right to privacy. This includes keeping a student's actual or perceived gender identity and expression private. Such private information shall be shared only on a need to know basis.

Students have the right to openly discuss and express their gender identity and expression, and to decide when, with whom, and how much information to share.

School personnel may encounter situations where students have not publicly disclosed their gender identity; therefore, school personnel must be mindful of the confidentiality and privacy rights of students when communicating with others, so as to not reveal, imply or refer to a student's gender identity or expression. To ensure confidentiality when discussing a particular concern such as conduct, discipline, grades, attendance or health, school personnel should focus on the concern, not the student's gender identity or expression. For example, describe the matter in terms of the underlying issue (behavior/conduct, grade issue, attendance issue, health concern) without referring or linking to gender identity or expression.

When communicating with a student's parent, legal guardian, or educational rights holder ("parent"), school personnel should be aware that the student may not have disclosed their gender identity to their parents. When school personnel find it important to discuss a student's gender identity or expression with parents (if, for example, the student is being bullied based on their gender identity or expression), school personnel should consult and work closely with the student to assess the degree to which, if any, the parent is aware of the student's gender identity or expression and is supportive of the student, and school personnel shall take into consideration the safety, health and well-being of the student in deciding whether to disclose the student's gender identity or expression to parents.

4. Pupil Records: The School is required to maintain in perpetuity mandatory permanent pupil records which include the legal name and sex of the student as indicated on official government issued documents such as birth certificates, passports and identification cards/permits. Mandatory interim pupil records may include, but are not limited to, progress and grade reports, transcripts, assessment data, health records, Individualized Education Programs (IEP) and Section 504 Plans. Permitted pupil records may include, but are not limited to, objective counselor and/or teacher ratings, standardized test scores older than three years, routine discipline data and verified reports of relevant behavior patterns. Per California law, student enrollment forms allow a parent to designate their child's gender as male, female or nonbinary.

The School will change a student's name and gender, or that of a former student, on pupil records when the name and/or gender of the student are changed. The student or former student may document the gender change by any of the following: State issued driver's license, birth certificate, passport, social security card, court order indicating a name change or a gender

change or both. The new name and/or gender are the student's legal name and gender for all purposes, including school registration. Upon the submission of proper evidence of the aforementioned documentation, the student's legal name and/or gender in all school records shall be changed to reflect the legal name and/or gender change.

5. Authorization to Use Name and Gender With Which the Student Identifies: The School shall permit students to use the name and gender with which they identify on school records, including pupil records. The records may include, but are not limited to, identification badges, classroom and homeroom rosters, certificates, programs, announcements, office summons and communications, team and academic rosters, diplomas, newspapers, newsletters, yearbooks and other site-generated records.

Upon authorization, the School shall input the student's name and gender with which they identify in the appropriate fields of the School's electronic data system to indicate how the student's name and/or gender will appear on documents issued by the school. If the authorization does not amount to a legal change in name or gender, the change will be reflected in the preferred name section of the School's electronic data system.

After the school receives and verifies the contents of the completed legal authorization, the School shall change the name and/or gender of the student in the School's electronic data system and enter or cross-reference the name as AKA in the cumulative folder and registration card. This change is effective for School records only. If a student were to transfer to another school, the student should inquire at that school about a similar process.

6. Names/Pronouns: Students shall be addressed by the name and pronoun that corresponds to their gender identity asserted at school without obtaining a court order, changing their pupil records or obtaining parent/legal guardian permission.

Students shall be known by their name and gender of identity. However, there may be situations (e.g., communications with the family, state or federal records, pupil records where a name or gender with which the student identifies isn't authorized, and assessment data) where it may be necessary and recommended for staff to be informed of the student's legal name and gender. In these situations, staff should prioritize safety, confidentiality and respect of the student in a manner consistent with the law.

If school personnel are unsure how a student wants to be addressed in communications to home or in conferences with parents/legal guardians/educational rights holders, they may privately ask the student how they want to be referred to when communicating with parents/legal guardians. For communications with a student's parent/legal guardian, educational rights holders, school personnel should refer to this policy's prior section on "Privacy and Confidentiality."

Every effort should be made to use names and pronouns consistent with a student's gender identity. While inadvertent slips or honest mistakes may occur, the intentional and persistent refusal to respect a student's gender identity is a violation of School policy and may constitute discrimination under State law.

7. Student Safety: School staff must ensure that students are provided with a safe school environment that is free of discrimination, harassment, bullying or intimidation, which may include providing interim safety and emotional support measures. School staff and families should work together to resolve complaints alleging discrimination, harassment, bullying or intimidation based on a student's actual or perceived gender identity or expression.

School staff shall take all reported incidents of bullying seriously and take appropriate measures to ensure that the bullying stops.

School administration shall respond immediately to incidents of discrimination, harassment, bullying or intimidation by taking actions that include, but are not limited to the following: a) intervening to stop the behavior; b) investigating and documenting the matter; c) determining and enforcing appropriate interim measures and corrective actions; and d) monitoring to ensure that the behavior does not reoccur.

School staff should take all reasonable steps to ensure safety and access for students and support students' rights to assert their gender identity and expression. Interim safety measures may include increased monitoring of the parties, providing options for the parties to avoid or minimize contact in academic and extracurricular settings, safety plans, training and educational materials to address climate, and provision of support resources (e.g., academic support, counseling, health and mental health services).

Students shall not be disciplined on the basis of their actual or perceived gender identity or expression.

Students shall be informed they have the responsibility to report incidents of discrimination, harassment, bullying or intimidation to the designated site administrator or Title IX/Bullying Complaint Manager in cases where they may be a target or witness.

Students shall be informed of their role in ensuring a school environment that is free from discrimination, harassment, bullying or intimidation.

In addition to or instead of filing a complaint at a site, any student or their duly authorized representative has the right to file a discrimination, harassment, bullying or intimidation complaint involving gender identity and expression under the Uniform Complaint Procedures with the School's Principal, Julie Haycock, JulieH@Inspireschools.org.

8. Restroom Accessibility: Schools may maintain separate restroom facilities for male and female students. Students shall have access to restrooms that correspond to their gender

identity. Students who identify as nonbinary should be granted access to the facility which they find best aligns with their gender identity.

If a student desires increased privacy, regardless of the reason, the administrator shall make every effort to provide the student with reasonable access to an alternative restroom such as a single-stall or all-gender restroom. The use of a restroom should be determined by the student's choice; no student shall be compelled to use an alternative restroom. For safety reasons, students should be given access to a restroom that allows reasonable access for appropriate supervision by staff. Regardless, all students are expected to exemplify appropriate behavior in restrooms.

9. Sports, Athletics and Physical Education: When conducting physical education classes and fitness evaluations, teachers will address and evaluate students by their gender identity.

Performance on the state physical fitness test (Fitnessgram) is evaluated by the State of California in accordance with the sex reported. Students are to be tested according to their gender identity when students identify with a gender different from that in their pupil records. Test administration on this instrument allows for a designation of nonbinary or for students to not disclose their gender to the test administrator. However, the Healthy Fitness Zone charts, or health- related standards used to evaluate performance, are based on female and male genders only. In these events, physical education teachers shall make every effort to maintain confidentiality of student information.

Participation in competitive athletics, intramural sports, athletic teams, competitions and contact sports shall be facilitated in a manner consistent with the student's gender identity and in accordance with the California Interscholastic Federation constitution and bylaws. Students who identify as nonbinary should be granted the opportunity to participate in athletic activities they find best align with their gender identity.

- 10. School Activities and Programs: Students have the right to equitable access to activities and programs in their school. Students may not be excluded from participation in, be denied the benefits of, or be subjected to harassment or other forms of discrimination on the basis of their actual or perceived gender identity or expression in any program or activity. These activities and programs may include, but are not limited to, cheer class, homecoming, prom, spirit day, celebrations, assemblies, acknowledgments, field trips, afterschool activities and programs, and all extra-curricular activities.
- 11. Course Accessibility and Instruction: Students have the right to equitable learning opportunities in their school. Students shall not be required to take or be denied enrollment in a course on the basis of their actual or perceived gender identity or expression in any educational and academic program.
- 12. Training and Publication: The School shall conduct training for all staff members on their responsibilities under applicable laws and this policy, including teachers, administrators,

counselors, social workers, and health staff. Information regarding this policy shall be incorporated into training for new school employees.

This policy will be distributed annually to students, parents/guardians and staff and it will also be included in any student codes of conduct, student handbooks and school websites.



Teacher Induction Policy

The Governing Board of The Cottonwood School (the "Charter School") committed to providing a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught.

The purpose of the The Cottonwood School Governing Board approving this Techer Induction Policy is to accomplish the following:

- 1. Outline the California Credentialing System
- 2. Outline the Induction Program
- 3. Establish the Individual Learning Plan of a Participating Teacher
- 4. Establish an Early Completion Option
- 5. Outline the Qualifications, Selection and Training of Coaches
- 6. Outline the Selection of Participating Teachers
- 7. Outline Participating Teacher Competence for the Clear Credential Recommendation
- 1. California Credentialing System: California has a two-tiered credentialing system for teachers. Preliminary programs prepare candidates to obtain an initial teaching credential through successful completion of required coursework, fieldwork, and a performance demonstration of their knowledge, skills, and abilities. The second tier of preparation is a two-year job-embedded individualized induction program that is focused on extensive support and mentoring to new teachers in their first and second year of teaching. The Cottonwood School's induction program is designed to provide a two-year, individualized, job-embedded system of mentoring, support and professional learning that begins in the teacher's first year of teaching.
- 2. Induction Program Generally: The The Cottonwood School's Induction program is a two-year program that is free of charge to participating teachers. Within the first 30 days of the participant's enrollment in the The Cottonwood School's Induction program, the The Cottonwood School shall identify and assign an Induction coach to each participating teacher. The coach and participating teacher match is made according to the credentials held, grade level and/or subject area, as appropriate to the participating teacher's employment.

Each participating teacher shall receive an average of not less than one hour per week of individualized support and mentoring coordinated and/or provided by the coach.

3. Individual Learning Plan: Within the first 60 days of the participating teacher's enrollment in the induction program, goals for each participating teacher must be developed within the context of the Individual Learning Plan ("ILP"). The ILP shall be designed and implemented only for the professional growth and development of the participating teacher and not for

evaluation for employment purposes.

The ILP is developed based on needs determined by the teacher and program provider, in consultation with the site administrator and guided by the Preliminary Program Transition Plan. The ILP must address identified candidate competencies that support the recommendation for the credential. Coaching support for participating teachers must include both "just in time" and longer term analysis of teaching practice to help candidates develop enduring professional skills. The program's design shall serve to strengthen the participating teacher's professional practice and contribute to the participating teacher's retention in the profession.

The ILP must address the *California Standards for the Teaching Profession* and provide the road map for the participating teachers' induction work during their time in the program along with guidance for the coach in providing support. The ILP must be collaboratively developed at the beginning of the Induction by the participating teacher and coach, with input from the The Cottonwood School regarding the participating teacher's job assignment, and guidance from the program staff.

The ILP It must include the following:

- Candidate professional growth goals
- A description of how the participating teacher will meet those goals
- Defined and measurable outcomes for the participating teacher
- Planned opportunities to reflect on progress and modify the ILP as needed
- **4. Early Completion Option:** The The Cottonwood School shall make available and advise participants of an early completion option for "experienced and exceptional" candidates who meet the program's established criteria. In order to qualify for the early completion option, participating teachers must be in year one of the Induction program, have five years of verified superior teaching experience, and have a letter of recommendation from their Regional Coordinator, Program Specialist or Senior Director.
- **5. Qualifications, Selection and Training of Coaches:** The Induction program assigns qualified coaches and provides guidance and clear expectations for the coaching experience based on the program's design. Qualifications for coaches shall include the following:
 - Knowledge of the context and content area of the participating teacher's assignment
 - Demonstrated commitment to professional learning and collaboration
 - Possession of a Clear Teaching Credential
 - Ability, willingness, and flexibility to meet candidate needs for support
 - Minimum of three years of effective teaching experience

Coaches are required to provide "just in time" support for candidates, in accordance with the ILP, along with longer-term guidance to promote enduring professional skills. Coaches facilitate participating teacher growth and development through modeling, guided reflection on practice and feedback on classroom instruction. The coaches connect participating teachers with available resources to support their professional growth and accomplishment of the ILP.

Coaches will be provided ongoing training and support that includes two required trainings with Center for Teacher Innovation (Coach Preview and Induction Orientation), coaching and mentoring, goal setting, use of appropriate mentoring instruments, best practices in adult learning, support for individual coaching challenges, reflection on coaching practice and opportunities to engage with coaching peers in professional learning networks, and program processes designed to support participating teacher growth and effectiveness.

Coaches may carry up to 2 participating teachers per year and must have a credential that matches that of the participating teacher(s). Coaches will receive One Thousand Dollars (\$1,000.00) per year paid out in equal amounts (less required deductions) over a ten (10) month period. If a coach leaves the employ of The Cottonwood School before the end of the ten (10) month period, the coach is not entitled to any unpaid amounts if the coach has not completed his/her coaching obligations.

- **6. Selection of Participating Teachers:** Each candidate is reviewed in the Commission on Teacher Credentialing database for credential verification and reviewed for early completion option eligibility.
- 7. Participating Teacher Competence for the Clear Credential Recommendation: The Induction program shall assess the participating teacher's progress towards mastery of the *California Standards for the Teaching Profession* to support the recommendation for the clear credential. The documentation of participating teacher progress must reflect the learning and professional growth goals indicated within the ILP and evidence of the participating teacher's successful completion of the activities outlined in the ILP.

Prior to recommending a candidate for a Clear Credential, the The Cottonwood School must verify that the participating teacher has satisfactorily completed all program activities and requirements, and that the program has documented the basis on which the recommendation for the clear credential is made. The The Cottonwood School's verification is based on a review of observed and documented evidence, collaboratively assembled by the participating teacher, the coach and/or other colleagues, according to the program's design.

As part of the Induction program's recommendation verification process also includes a systematic process of reviewing documentation. If a participating teacher is not recommended for a Clear Credential, the participating teacher may rewrite or expand the reflection, revisit the context and illustrate a better understanding of the context and/or next steps. Alternatively, the participating teacher may complete a written appeal form available from [insert title of person] providing additional evidence, as that participating teacher feels is appropriate. In the discretion of the Induction Program, a participating teacher may repeat portions of the program.



School Closure Policy

The Governing Board of The Cottonwood School (the "Charter School") is committed to following all applicable laws and related to school closure.

The purpose of the The Cottonwood School Governing Board approving the School Closure Policy is to accomplish the following:

- 1. Establish the Official Action of the Board of Directors to Close the Charter School
- 2. Outline the Notification Process of a School Closure
- 3. Outline the Management of Student Records
- 4. Establish the Preparation of Final Financial Records
- 5. Outline the Management of Assets of the Charter School
- 6. Outline Who is Responsible for Liabilities
- 7. Establish Compliance with the California Corporations Code
- 8. Establish the Release of Claims
- 1. Official Action of the Board of Directors: Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person(s) responsible for closure-related activities.
- 2. Notification of School Closure: The Board of Directors will promptly notify parents/guardians and students of the Charter School, the District, the County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements. A copy of this Policy will also be provided to the Charter School's SELPA. If required by the Charter School's SELPA, the Charter School will provide additional information to ensure: 1) Appropriate transition of special education services for students served by the Charter School; 2) Compliance with state and federal laws; 3) Compliance with state and federal funding requirements; and/or 4) Accuracy and reliability of any data submitted to the Charter School SELPA.

The Board will ensure that the notification to the parents/guardians and students of the Charter School of the closure provides information to assist parents/guardians and the students in

locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

3. Student Records: The Board 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/guardians, 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 the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g. The records of the Charter School should remain with the nonprofit entity, at least until the nonprofit closes, in which case the records should be maintained by other Charter School-related agencies. If all of the aforementioned agencies have closed, the Charter School will ask the District to store original records of Charter School students. All records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine suitable alternative location for storage.

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.

4. Final Financial Records: As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after 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 final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, 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, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

5. Assets of the Charter School: On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the Charter School and upon dissolution of the nonprofit public benefit corporation shall return to the nonprofit corporation to be used within the state of California only. 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.

- **6. Liabilities:** On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.
- 7. California Corporations Code: As the Charter School is operated by a nonprofit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

The Charter School will utilize the school's budgeted reserve fund to undertake any expenses associated with the closure procedures identified above.

8. Release of Claims: When the Charter School closes, the Charter School shall release and discharge the Charter SELPA and its past and present principals, members, partners, officers, directors, affiliate employees, agents, successors, assigns, attorneys and insurers, collectively with the Charter SELPA, from any and all claims arising out of the operations of the Charter School. Accordingly, the closing Charter School shall promptly withdraw and/or cause to be filed dismissals with prejudice of all applications, requests, reports, complaints or appeals, if any, filed or made as to any such claims.

Consistent with the release language above, closure of a Charter School terminates the ability for the Charter School and associated entities affiliated with the Charter School to submit claims to any funding or to any Charter SELPA Risk Pool (*e.g.*, Legal Risk Pool, SELPA Set Aside, Rate Smoothing Pool, etc.) effective the date of the Charter School closure and/or termination of membership pursuant to CEO Policy 26. Termination of the ability to submit funding and SELPA Risk Pool claims may be suspended for an Organization Partner with local educational agencies that will continue as Charter SELPA members.



Educational Materials and Restitution Policy

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

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

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

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

The School, after affording the student due process rights, may withhold the grades, diploma, and official transcripts of a student until the student or parent/guardian pays for the lost or damaged school property (e.g., educational technology, textbooks, etc.). The School may also withhold full privileges of participation in school activities.

Withholding Grades, Diploma and Transcripts and Transferring Students

The authority to withhold grades, diploma, or official transcripts applies only to situations where the student, parent or guardian has requested a copy of the student's records. When a student transfers to another K-12 school, the student's permanent record must be sent to the requesting K-12 school. If the student transfers to a K-12 school, a copy of the student's permanent record must be sent to the requesting district. The permanent record, or copy, must be sent even though there may be charges or fees owed by the student, parent, or guardian. In

such cases, upon sending the permanent student record to the new (receiving) school, the new school shall be notified of the restitution debt.

2. Procedures:

- 1. School shall use inventory systems clearly identify the student and type of school property issued to the student.
- 2. School shall implement a restitution process by which students are afforded the opportunity to return the missing property or pay for the damages. Assuming the student returns the missing property or pays for damages, the debt is discharged and any withheld grades, diploma, or official transcripts of the student shall be released and the full privileges of participation in school activities shall be restored.
- 3. School shall follow the due process procedure listed below that allows the parent/guardian or student an opportunity to review and respond to the imposition of any fees or charges resulting from this policy.
 - a. The School shall provide the parent/guardian written notice of alleged loss or damage of school property ("Written Notice").
 - b. The Written Notice will inform families the School may contact law enforcement and/or refer the debt to a collections agency.
 - c. If the parent/guardian disagrees with the School's Written Notice, they may appeal the Written Notice in writing to [INSERT SCHOOL OFFICIAL]. The parent/guardian's appeal should explain why a fee or charge should not be imposed in response to the Written Notice.
 - d. After reviewing any information provided by the parent/ guardian, the Principal (or his/her designee) shall decide whether or not to withhold grades, diploma, or official transcripts and/or impose the fee for damages. The parent/guardian shall be notified in writing of the decision. The written decision of the Principal is final. There is no appeal beyond the school level.
- 4. Upon receiving notification of the School's decision ("Second Written Notice"), the parent or guardian must pay the outstanding obligation payable to the School or return missing property.
- 5. If the parent/guardian does not respond to the Written Notice or if a parent/guardian loses their appeal, School may withhold the transcript, diploma, and grades until the debt is resolved. The Second Written Notice shall explain if the School is withholding the transcript, diploma,

and grades until the parent/guardian pays or remedies the outstanding debt.

- 6. Upon receiving payment or the unreturned educational materials in satisfactory condition (e.g., reasonable wear and tear), the School shall ensure the debt is discharged. If the School withheld student's grades, diploma, and/or official transcripts, School shall release grades, diploma, and/or transcripts.
- 7. The purpose of this policy is to provide families reasonable opportunity to return missing educational equipment or pay for damaged and missing school property to avoid the School having to seek a legal recourse. If the Second Written Notice is unsuccessful, the School may consider referring the debt to a collections agency as a last resort.

RE: WRITTEN NOTICE OF OVERDUE MATERIALS & UNPAID FINES

Dear Parent or Guardian:

As part of [INSERT STUDENT NAME]'s enrollment with The Cottonwood School ("School"), your child was given access to school property for [INSERT SCHOOL YEAR]. You were required to return these educational materials at the end of the school year. You have failed to return the following: [INSERT PROPERTY].

California law provides that parents/guardians are responsible for school property loaned to students; therefore, we are requiring that the materials listed above be returned or payment of **INSERT COST OF PROPERTY**] by **INSERT DUE DATE**].

The School is authorized to withhold the grades, diploma, and official transcripts of the student, or to deny participation in school activities that are deemed until the debt is addressed. If you do not resolve this debt, the School may contact law enforcement for theft or refer this debt to a collections agency.

You have an opportunity to appeal the imposition of any fees or charges. If you wish to appeal this notice, you must provide a written appeal to [INSERT NAME AND CONTACT INFORMATION] by [INSERT DUE DATE – Same one as due date for payment]. This appeal must include the reasons why a fee should not be imposed.

If an appeal is submitted, after reviewing any information provided by the parent/guardian and student, the Principal (or his/her designee) shall determine whether or not to withhold grades, diploma, or official transcripts and/or impose the fee for damages. The parent/guardian and student shall be notified in writing of the decision. The decision is final. There is no appeal beyond the school level.

If you do not file an appeal or if the School confirms you owe the amount described above after the appeal, you are required to make a payment to the School to resolve the debt incurred for not returning School property. The School, in its discretion, may withhold grades, diplomas, and official transcripts until this debt is discharged.

If you have any questions or concerns about this letter, please contact the Principal, Julie Haycock, JulieH@Inspireschools.org.

SAMPLE SECOND WRITTEN NOTICE FOR OVERDUE MATERIALS WHERE FAMILY DID NOT RESPOND TO FIRST WRITTEN NOTICE

RE: SECOND NOTICE OF OVERDUE MATERIALS & UNPAID FINES

Dear Parent or Guardian:

As part of [INSERT STUDENT NAME]'s enrollment with The Cottonwood School ("School"), your child was given access to school property for [INSERT SCHOOL YEAR]. You were required to return these educational materials the end of the school year. You have failed to return the following: [INSERT PROPERTY].

California law provides that parents/guardians are responsible for school property loaned to students; therefore, we are requiring that the materials listed above be returned or payment of **INSERT COST OF PROPERTY**] by **INSERT DUE DATE**].

You did not respond to the Written Notice provided by the School on [INSERT DATE OF WRITTEN NOTICE]. Therefore, the School will withhold the grades, diploma, and official transcripts of [INSERT STUDENT NAME] as of the date listed above on this letter.

If you do not resolve this debt by [INSERT DUE DATE], the School intends to refer this debt to a collections agency. Please note that the School intends to also provide your contact information to law enforcement because your failure to return school property may constitute theft. Of course, we prefer avoiding these sorts of actions and trust you will return the school property immediately to resolve this matter. Your failure to return the educational materials harms your child and other school children who would otherwise benefit from these educational materials.

If you have any questions or concerns about this letter, please contact the Principal, Julie Haycock, JulieH@Inspireschools.org.

AB 2601 (2018) amended the California Healthy Youth Act (CHYA) to require that charter schools in California provide students with inclusive and comprehensive sexual health education and HIV prevention education (Education Code §§ 51930-51939). CHYA education must be provided at least once in middle school and at least once in high school. At our school, 8th grade (middle school) and 9th grade (high school). The law additionally requires instruction be inclusive of all genders, sexual orientations, abilities, races, and cultural backgrounds and present medically accurate and unbiased information.

The school will send a letter to parents/guardians that explains their right to review the curriculum prior to instruction and their right to excuse their child from the instruction. The letter includes the following information:

- Comprehensive sexual health and HIV prevention instruction is provided by trained classroom teachers or community-based health educators.
- All content complies with California Healthy Youth Act and CA Education Code requirements.
- When the instruction will be implemented at their child's school.
- Where parents/guardians can review instructional materials at their child's school.
- That parents/guardians may notify the school in writing if they wish to excuse their child from the instruction.

Parents or guardians may excuse their child from the sexual health instruction for this school year by providing a written note in their preferred language to their child's teacher. The note should simply state that they are excusing their child from the instruction, include their child's name, and be signed by the parent or guardian. There is no need for any explanation or reason to be stated in this note.

Districts may choose a curriculum to use to meet the requirements of the new law. The school will use *Rights, Respect, Responsibility* (3Rs). This is a comprehensive sexual health curriculum that complies with the State of California's CA Healthy Youth Act requirements. This curriculum was vetted by a team of experts prior to being approved by our program's Sexual Health Education Advisory Team. The 3Rs lessons were authored by Advocates for Youth, who is funded and supported by the Centers for Disease Control and Prevention and who collaborates with the California Department of Education to implement medically accurate sexuality education statewide. This curriculum is open for public review.



The Cottonwood School Master Agreement for Independent Study

Student:	Contract Term: Full Year
Student Number:	Beginning Date:
Address:	End Date:
Location:	Year:

1st Phone Number: 2nd Phone Number:

DOB: Grade Level:

Program Placement: School for Classroom Option:

It is understood that:

Student:

Teacher:

Objectives: The student will complete the courses listed below. All course objectives will be consistent with the established program's governing board and are consistent with program standards as outlined in the program's subject/course descriptions. Assignment and Work Record (AWR) Forms will include additional descriptions of the major objectives and activities of the courses of study covered by this agreement including the evaluation of student work and are incorporated herein. The term "Course Value" (CV) refers to the number of credits (secondary education) or weeks of work (elementary education) the student will attempt.

Schedule Category Course Value

Methods of Study: Specific methods of study will be designated on the Assignment and Work Record (AWR) and are incorporated herein. Examples of methods of study for the student will include: Independent Reading, Textbook Activities, Problem Solving, Study Projects, Drill & Practice, Computerized Curriculum, Web/Internet Research, Library Research, Field Trips, Learning Center Courses

Specific Resources: The school will provide appropriate instructional materials and personnel necessary to the achievement of the objectives and must include resources that are normally available to all students on the same terms as the terms on which they are available to all. Assignments and specific resources will be designated on the Assignment and Work Record (AWR) and are incorporated herein.

Methods of Evaluation: Academic evaluations will be designated on the Assignment and Work Record (AWR) and are incorporated herein. Other acceptable methods of evaluation include, but are not limited to: Teacher Made Tests, Student Conferences, Progress/Report Cards,

Chapter/Unit Tests, Work Samples, Observations, Portfolios, State Standards Testing, Learning Journals, Presentations, Quizzes, Labs, Finals.

Students are required to report to their teacher as scheduled: Manner of Reporting: One-on-One, Email, Online, Phone. Time: 8-3 pm.

Day: M-F. Frequency: At least once every 20 days. Duration: Full Year. Location: Virtual or In-Person.

Voluntary Statement: It is understood that independent study is an optional educational alternative in which no pupil maybe required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Education Code Section 48915 or 48917, instruction may be provided for a student through independent study only if the student is offered the alternative of classroom instruction.

Board Policies: According to the Board Policy for grades TK through 12, the maximum length of time allowed between when the assignment was made and the date the assignment is due is 20 school days, unless an exception is made in accordance with the Board Policy. After 2 missed assignments, as per Board Policy, an evaluation will be made to determine whether independent study is an appropriate strategy for this student.

Additional Courses: may be added to this agreement as needed if the agreement is re-signed and re-dated by the teacher and the student.

Signatures and Dates: I have read and I understand the terms of this agreement, and agree to all provisions set forth.

Student Signature	Date	
Parent/Guardian/Caregiver Signature	Date	
Supervising Teacher Signature	Date	
Other Signature	Date	
Other Signature	Date	
Other Signature	Date	
Other Signature		



The Cottonwood School Acknowledgement of Responsibilities

Student:

Student Number:

Address:

Location:

1st Phone Number:

DOB:

Program Placement:

Students Agreement/Responsibilities

Contract Term: Full Year

Beginning Date:

End Date:

Year:

2nd Phone Number:

Grade Level:

School for Classroom Option:

- I voluntarily request participation in this independent study program and have read and understand the terms of the master agreement.
- I will complete all course work outlined in the master agreement, and as assigned to me in the periodic Student Assignment and Work Record.

Parent/Legal Guardians Agreement

I agree to the above conditions listed under Students Agreement/Responsibilities. I also understand that:

- I am responsible for the daily monitoring/verification of all subjects studied, with scheduled monitoring by the Independent Study Teacher.
- If I become aware of special or extenuating circumstances that will prohibit my student from turning in the assigned work by the due date, I will contact the Independent Study Teacher prior to the due-date to make alternative arrangements.
- I understand that it is my responsibility to provide any needed transportation for my childs scheduled meetings at a mutually agreed upon location reflected on the face of the master agreement and that lack of transportation is not an acceptable reason for failing to meet with the Independent Study Teacher. I have the right to appeal any decision about my childs placement in accordance with the schools policies and procedures.

Independent Study Teachers Agreement

- The Independent Study Teacher will assign a body of work to be completed during the duration of this agreement.
- The Independent Study Teacher will evaluate work in a timely manner.
- The Independent Study Teacher will notify the student and parent/legal guardian of the academic credit granted for work completed.

• • •	
Date	
Date	
Date	
Date	
	Date

The Cottonwood School

2019-2020 Board Meeting Calendar

August 2019								
Su	u M Tu W Th F							
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September 2019									
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October 2019								
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November 2019								
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	December 2019								
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January 2020								
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February 2020							
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March 2020								
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29	30	31						

April 2020								
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May 2020						
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June 2020							
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July 2020						
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26	27	28	29	30	31	

Board Meetings

Sep 21	Board Training 9:00 am - 4:00 pm
Oct 24	Board Meeting 6:00 pm
Nov 21	Board Meeting 6:00 pm
Dec 10	Board Meeting

Jan 21	Board Meeting	
Feb 18	Board Meeting	
Mar 24	Board Meeting	
April 21	Board Meeting	
May 19	Board Meeting	
Jun 16	Board Meeting	