

THE COTTONWOOD SCHOOL

Regular Scheduled Board Meeting

The Cottonwood School

June 16, 2020 – 6:30 pm

3840 Rosin Court #200

Sacramento, CA 95834

Through Teleconference

Join Zoom Meeting

<https://zoom.us/j/96267309522>

Meeting ID: 962 6730 9522

Dial by your location

+1 669 900 6833 US (San Jose)

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Find your local number: <https://zoom.us/u/acH3f7ZeKQ>

AGENDA

1. Call to Order
2. Approval of the Agenda
3. Public Comments
4. Closed Session:
 - a. Conference with Legal Counsel – Anticipated Litigation (Two Cases) § 54956.9
 - b. Public Employee Performance Evaluation § 54956.7
 - i. Executive Director
 - ii. Principal
5. Executive Director's Report
6. Principal's Report
7. Discussion and Potential Action on the January Board Meeting Minutes, April Special Board Meeting Minutes and May Board Meeting Minutes
8. Discussion and Potential Action on the Contract with Young, Minney & Corr LLP
9. Discussion and Potential Action on the May Financials
10. Discussion and Potential Action on the 2020 – 2021 Budget

11. Discussion and Potential Action on the COVID-19 Plans (Executive Order: N-56-20 Operations Written Report)
12. Discussion and Potential Action on the CharterSAFE Renewals
13. Discussion and Potential Action on the Inspire Charter Services Service Agreement
14. Discussion and Potential Action on the Compensation Policy
15. Discussion and Potential Action on the Suicide Prevention Policy
16. Discussion and Potential Action on the Work Sample Policy for Independent Study Students
17. Discussion and Potential Action on the Kindergarten and Transitional Kindergarten Policy
18. Discussion and Potential Action on the Homeless Education Policy
19. Discussion and Potential Action on the Field Trip Policy for Independent Study Students
20. Discussion and Potential Action on the Educational Vendor Policies and Procedures for Independent Study Students
21. Discussion and Potential Action on the Vendor Agreement
22. Discussion and Potential Action on the Extended TK Planning Amount Depreciation Chart for Independent Study Students
23. Discussion and Potential Action on the Classified Calendar
24. Discussion and Potential Action on Bylaws
25. Discussion and Potential Action on the Nomination and Appointment of Board Members
26. Discussion and Potential Action on Affirming of Board Members and their New Term
27. Discussion and Potential Action on the Election of Officers
28. Discussion and Potential Action on the Board Meeting Calendar
29. Discussion and Potential Action on the Executive Director Contract, Salary, and Fringe Benefits
30. Discussion and Potential Action on the Principal's Contract, Salary, and Fringe Benefits
31. Announcement of Next Regular Scheduled Board Meeting
32. Adjournment

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

Note: The Cottonwood 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 951-290-3013 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)).



THE COTTONWOOD SCHOOL

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

Attendance: Josh Mottashed, Teresa Lyday Selby, Julisa Platte, Amanda Meagher
Absent: None
Also Present: Julie Haycock

Call to Order:

Josh Mottashed called the meeting to order at 6:12 pm.

Approval of the Agenda:

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

Public Comments:

Public Comments were made by:

- Deborah Hibbard - regarding keeping the Site Based Montessori High School Program open.
- Grace Himmel - regarding keeping the Site Based Montessori High School Program open.
- Halee Parker - regarding keeping the Site Based Montessori High School Program open.
- Danielle Himmel - regarding keeping the Site Based Montessori High School Program open.

Closed Session – Potential Litigation:

Josh Mottashed motioned to enter into closed session at 6:32 pm. Teresa Lyday Selby seconded.
-Unanimous.

Josh Mottashed motioned to exit closed session at 6:54pm. Julisa Platte seconded.
-Unanimous.

It was reported out that the following action was taken in closed session: The board approved the retention of legal counsel.

Principal's Report

The Principal provided a report on the following:

- LCAP Update
- January PD Meeting
- Directors and Officers

- Insurance Deductible
- Form 700s
- SB 126
- High School Montessori Program Presentation.

Discussion and Potential Action on the Nomination of Board Members:

Julisa Platte motioned to appoint Dr. Norman Lorenz as a Board Member. Josh Mottashed seconded.
-Unanimous.

Discussion and Potential Action on November Board Meeting Minutes:

Julisa Platte motioned to approve the November Board Meeting Minutes. Teresa Lyday Selby seconded.
-Unanimous.

Discussion and Potential Action on November – December Financials:

Josh Mottashed motioned to approve the November – December Financials. Amanda Meagher seconded.
-Unanimous.

Discussion and Potential Action on the Site-Based Montessori High School Program:

Josh Mottashed motioned to approve the following action regarding the Site-Based Montessori High School program: The board assign a committee of 2 to bring further information on the program, Amanda Meagher will be chairman with the power to appoint the 2nd person. Julisa Platte seconded.
-Unanimous.

Discussion and Potential Action on the Conflict of Interest Code:

Julisa Platte motioned to approve the Conflict of Interest Code. Teresa Lyday Selby seconded.
-Unanimous.

Discussion and Potential Action on the Anti-Harassment / Discrimination / Intimidation / Bullying / Retaliation Policy:

Julisa Platte motioned to approve the Anti-Harassment / Discrimination / Intimidation / Bullying / Retaliation Policy. Amanda Meagher seconded.
-Unanimous.

Discussion and Potential Action on the Residency Policy:

Julisa Platte motioned to approve the Residency Policy. Teresa Lyday Selby seconded.
-Unanimous.

Discussion and Potential Action on the Kindergarten and Transitional Kindergarten Policy:

Amanda Meagher motioned to approve the Kindergarten and Transitional Kindergarten Policy. Julisa Platte seconded.
-Unanimous.

Discussion and Potential Action on the Foster Youth Policy:

Teresa Lyday Selby motioned to approve the Foster Youth Policy. Amanda Meagher seconded.
-Unanimous.

Discussion and Potential Action on the Transgender and Gender Nonconforming Students Policy:

Amanda Meagher motioned to approve the Transgender and Gender Nonconforming Students Policy. Julisa Platte seconded.
-Unanimous.

Discussion and Potential Action on the Induction Policy:

Amanda Meagher motioned to approve the Induction Policy. Teresa Lyday Selby seconded.
-Unanimous.

Discussion and Potential Action on the School Closure Policy:

Julisa Platte motioned to approve the School Closure Policy. Amanda Meagher seconded.
-Unanimous.

Discussion and Potential Action on the Educational Materials and Restitution Policy:

Julisa Platte motioned to approve the Educational Materials and Restitution Policy. Amanda Meagher seconded.
-Unanimous.

Discussion and Potential Action on the Healthy Youth Act Curriculum:

Josh Mottashed motioned to approve the Healthy Youth Act Curriculum. Amanda Meagher seconded.
-Unanimous.

Discussion and Potential Action on the Master Agreement:

Julisa Platte motioned to approve the Master Agreement. Amanda Meagher seconded.
-Unanimous.

Discussion and Potential Action on the Board Meeting Calendar:

Julisa Platte motioned to approve the Board Meeting Calendar. Josh Mottashed seconded.
-Unanimous.

Announcement of Next Regular Scheduled Board Meeting:

The next regular scheduled board meeting is February 18, 2020.

Adjournment:

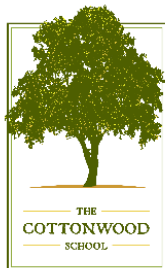
Josh Mottashed motioned to adjourn the meeting. Teresa Lyday Selby seconded.

-Unanimous.

Prepared by:
Bryanna Brossman

Noted by:

Board Secretary



THE COTTONWOOD SCHOOL

Regular Board Meeting - The Cottonwood School

May 19, 2020 – 6:00 pm

3840 Rosin Court #200, Sacramento, CA 95834

Attendance: Dr. Norman Lorenz, Teresa Lyday Selby, Julisa Platte, Amanda Meagher - Teleconference

Absent: None

Also Present: Julie Haycock, Kathy Fagundo, Jodiann Beeson, Darlington Aharwe, Jeneen Bermodes, Jenelle Sherman, Marci Boyd, Elisa Avila, Sara Greco, Cindy Husking - Teleconference

Call to Order:

Dr. Lorenz called the meeting to order at 6:07pm.

Approval of Agenda:

Julie Haycock recommended tabling items 17 and 19 until June meeting.

Julisa Platte motioned to approve the agenda, with the suggested changes. Amanda Meagher seconded.

-Unanimous.

Public Comment:

None

Executive Director's Report by Julie Haycock:

- Virtual Academy continues
- School closure continues through the end of the year and summer activities suspended
- Enrollment – students were not moved to alternate school as discussed in previous meetings

Principal's Report by Jodiann Beeson:

- 2 marketing activities: social media ads and fliers to area homes
- Enrollment is now at 31

Discussion and Potential Action on the April Board Meeting Minutes:

Julisa Platte motioned to approve the April Board Meeting Minutes. Amanda Meagher seconded.

-Unanimous.

Discussion and Potential Action on the April Financials:

Teresa Lyday-Selby motioned to approve the April Financials. Julisa Platte seconded.

-Unanimous.

Discussion and Potential Action on Site-Based Program Budget:

Amanda Meagher motioned to approve the Site-Based Program Budget. Dr. Lorenz seconded.
-Unanimous.

Discussion and Potential Action on the Site-Based School Calendar and Required Instructional Minutes:

Julisa Platte motioned to approve the Site-Based School Calendar and Required Instructional Minutes with the addition of one week to meet requirements for seat time and the understanding that it might need to be modified because of COVID-19. Dr. Lorenz seconded.
-Unanimous.

Discussion and Potential Action on the Site-Based Teacher Contract:

Teresa Lyday-Selby motioned to approve the Site-Based Teacher Contract. Julisa Platte seconded.
-Unanimous.

Discussion and Potential Action on the COVID-19 Plan (Executive Order: N-56-20 Operations Written Report):

The board was presented the COVID-19 Plan and provided feedback. No action was taken.

Discussion and Potential Action on the Charter Impact Proposal:

Julisa Platte motioned to approve the Charter Impact Proposal. Dr. Lorenz seconded.
-Unanimous.

Discussion and Potential Action on the Invoices over \$100,000:

Julisa Platte motioned to approve the Invoices over \$100,000. Teresa Lyday-Selby seconded.
-Unanimous.

Discussion and Potential Action on the Confirmation of Retention of Counsel – Engagement Letter:

Julisa Platte motioned to approve the Confirmation of Retention of Counsel: Jennifer McQuarrie. Dr. Lorenz seconded.
-Unanimous.

Discussion and Potential Action on the Salary Schedules (Classified):

Dr. Lorenz motioned to approve the Salary Schedules (Classified). Teresa Lyday-Selby seconded.
-Unanimous.

Discussion and Potential Action on the Suicide Prevention Policy:

Teresa Lyday-Selby motioned to approve the Suicide Prevention Policy with adjustments made for increased support of students and increased education of staff, students, and parents. Julisa Platte seconded.
-Unanimous.

Discussion and Potential Action on the Suspension and Expulsion Policy:

Julisa Platte motioned to approve the Suspension and Expulsion Policy. Dr. Lorenz seconded.
-Unanimous.

Discussion and Potential Action on the Field Trip Policy:

Item tabled until June meeting.

Discussion and Potential Action of the Independent Study Open Enrollment Window and Growth Projections:

Dr. Lorenz motioned to approve the Independent Study Open Enrollment Window and Growth Projections. Julisa Platte seconded.
-Unanimous.

Discussion and Potential Action on the Vendor Agreements:

Item table until June meeting

Discussion and Potential Action on the Nomination and Appointment of Board Members

Looking for at least two new board members. No action taken.

Announcement of Next Regularly Scheduled Board Meeting:

Tuesday, June 16, 2020.

Adjournment:

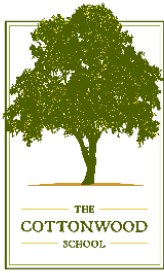
Dr. Lorenz motioned to adjourn the meeting at 7:51 pm. Teresa Lyday-Selby seconded.
-Unanimous.

Prepared by:

Bryanna Brossman

Noted by:

Board Secretary



THE COTTONWOOD SCHOOL

Special Board Meeting - The Cottonwood School
May 19, 2020 – 7:00 pm
3840 Rosin Court #200, Sacramento, CA 95834

Attendance: Dr. Norman Lorenz, Teresa Lyday Selby, Julisa Platte, Amanda Meagher - Teleconference
Absent: None
Also Present: Julie Haycock, Kathy Fagundo, Jodiann Beeson, Jenelle Sherman, - Teleconference

Call to Order:

Dr. Norman Lorenz called the meeting to order at 7:52 pm.

Approval of the Agenda:

Julisa Platte motioned to approve the agenda. Dr. Norman Lorenz seconded.
-Unanimous.

Public Comments:

None.

Closed Session - Conference re Real Property Negotiations. Gov't Code. Sect. 54956.9. Potential Lease re 4750 Grove Street, Rocklin, California 95765:

Dr. Norman Lorenz motioned to enter closed session at 7:53 pm. Julisa Platte seconded.
-Unanimous.
Dr. Norman Lorenz motioned to exit closed session at 8:45 pm. Julisa Platte seconded.
-Unanimous.
No action taken.

Adjournment:

Julisa Platte motioned to adjourn the meeting at 8:46 pm. Amanda Meagher seconded.
-Unanimous.

Prepared by:
Bryanna Brossman

Noted by:

Board Secretary

CharterSAFE

BE SAFE • FEEL SAFE

2020-2021 Membership Proposal

Prepared for:

The Cottonwood School

Coverage Effective:

July 01, 2020 at 12:01 AM - July 01, 2021 at 12:01 AM

California Charter Schools Joint Powers Authority
P.O. Box 969, Weimar, CA 95736
Phone: 888.901.0004 Fax: 888.901.0004
www.chartersafe.org

Issued: June 03, 2020 at 2:38 pm

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Julie,

CharterSAFE is pleased to present your membership proposal for the 2020-2021 year. Your membership includes the following:



For a more detailed listing of our member services, please contact **Karen Bianchini**, Managing Director, Risk Management, at kbianchini@chartersafe.org or (916) 880-3460.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- (Excellent), financial size category VII (\$50M policyholder surplus minimum) or higher or are placed with an approved California scholastic joint powers authority.

REQUIRED SIGNATURES:

To bind coverage, you must complete and sign the following:

1. The proposal acceptance at the end of the "Member Contribution Summary" page

We look forward to working with you in the 2020-2021 year!

Thank you,

The CharterSAFE Team

CharterSAFE

2020-2021 CLAIMS AND INCIDENT REPORTS GUIDELINES

Member schools must notify CharterSAFE by submitting an online report, as soon as practicable, of an occurrence, accident, injury, claim, or suit or of circumstances that may reasonably result in a claim or suit. A delay in reporting could mean lapse in coverage.

For your protection, claims will not be accepted by phone, email, or fax.

CLAIMS FILING PROCESS ON THE WEB PORTAL

- Go to www.chartersafe.org and log in.
- If you need to reset your login credentials, please reach out to your CharterSAFE Representative: [Whitney Delano](mailto:wdelano@chartersafe.org) at wdelano@chartersafe.org.
- Hover over the "Claims" tab, choose "Submit a Claim" and our website will prompt you with a series of questions to help you determine the appropriate claim form to submit.
- Complete the online questions and select the "Submit" icon at the bottom. After submission, you will receive a confirmation email with information regarding next steps.

CLAIMS RESOURCES AND FORMS

- Hover over the "Claims" tab, choose "Resources and Forms" and you will find all supporting documents you might need when filing a claim or incident report, such as:
 - Student Accident Claim Packet (English and Spanish)
 - Volunteer Accident Claim Packet (English and Spanish)
 - Statement of No Insurance
 - Workers' Compensation Claim Form (DWC-1)
 - Employee Fact Sheet
 - Kaiser on the Job Clinics
 - Employee Injury Card

For any claim reporting questions, please contact [Dennis Monahan](#), Managing Director, Claims, at (619) 878-6221 or email dmonahan@chartersafe.org.

MEMBER CONTRIBUTION SUMMARY

The Cottonwood School

Coverage Effective: July 01, 2020 at 12:01 AM - July 01, 2021 at 12:01 AM

Your CharterSAFE Insurance Program includes the following coverages:

Liability & Property Package Member Contribution

\$193,891

Core Liability Program

- Directors & Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- General Liability
- Employee Benefits Liability
- Educator's Legal Liability
- Sexual Abuse Liability
- Law Enforcement Liability
- Automobile Liability & Physical Damage

Crime

Property

Student & Volunteer Accident

Additional Program Coverages

- Pollution Liability and First Party Remediation
- Terrorism Liability and Property
- Cyber Liability

Workers' Compensation & Employer's Liability Member Contribution

\$71,963

Total Member Contribution

\$265,854

Choose One Payment Option

☐ **Payment in Full \$265,854**

☐ **Installment Plan**

- Deposit (25%) - Due Now - \$66,464
- 9 Monthly Installments - \$22,155

*Refer to the CharterSAFE Invoice for details and instructions on payment by ACH Debits

Invoices shall become delinquent thirty (30) calendar days from installment due date. CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.

Proposal Acceptance:

By signing below, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

Print Name _____ Date _____

Signature _____ Date _____

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Mailing Address
1740 E. Huntington Drive
Duarte, CA 91010

Continuity and Retroactive Dates

Directors & Officers Liability Continuity Date: 07/21/2014
Employment Practices Liability Continuity Date: 07/21/2014
Fiduciary Liability Continuity Date: 07/21/2014

Vehicles
None scheduled.

EXPOSURES & LOCATIONS
Member contributions are calculated based on the following exposures:

Students/Employees/Payroll

Location Address(es)	Students	Employees	Payroll
The Cottonwood School 1740 Huntington Drive Suite 205 Duarte, CA 91010	2,478	127	\$7,915,363.00
Total:	2,478	127	\$7,915,363.00

Property Values

Location Address(es)	Building Value	Content Value	Electronic Data Processing (EDP)	Total Insured Value (TIV)
The Cottonwood School 1740 Huntington Drive Suite 205 Duarte, CA 91010	\$0.00	\$15,000.00	\$10,000.00	\$25,000.00
Total:	\$0.00	\$15,000.00	\$10,000.00	\$25,000.00

CORE LIABILITY PROGRAM

Core Liability Program Coverage Limits: **\$5,000,000** Per Member Aggregate

The Core Liability Program Breaks Down As Follows:

Directors & Officers, Employment Practices, and Fiduciary Liability

Coverages	Limits	Deductibles
Directors & Officers and Company Liability	\$5,000,000 per claim and member aggregate	Varies*
Employment Practices Liability	\$5,000,000 per claim and member aggregate	Varies*
Fiduciary Liability	\$1,000,000 per claim and member aggregate	\$0

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

0 Claim: \$15,000.00 per occurrence
1 Claim: \$25,000.00 per occurrence
2 Claims: \$50,000.00 per occurrence
3 or more Claims: \$100,000.00 per occurrence

Reporting: Claims must be reported to CharterSAFE within 60 days after policy expiration. Coverage is provided on a claims-made basis.

General Liability

Coverages	Limits	Deductibles
Bodily Injury Property Damage	\$5,000,000 per occurrence and member aggregate	\$500 per occurrence for bodily injury arising out of participation in a school sponsored <i>High-Risk Activity</i> *
Medical Payments	\$10,000 per person \$50,000 per occurrence	\$0
Products and Completed Operations	\$5,000,000 per occurrence and member aggregate	\$0
Armed Assailant Sublimit	\$100,000 per occurrence and aggregate	\$0

*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact **Karen Bianchini** (kbianchini@chartersafe.org / (916) 880-3460) of CharterSAFE's Risk Management team.

Employee Benefits Liability

Coverages	Limits	Deductibles
Employee Benefits Liability	\$5,000,000 per occurrence and member aggregate	\$0

Educator's Legal Liability

Coverages	Limits	Deductibles
Educator's Legal Liability	\$5,000,000 per occurrence and member aggregate	\$2,500 per occurrence
IEP (Individualized Education Program) Defense Sublimit	\$50,000 per occurrence and aggregate sublimit	\$7,500 per occurrence

Sexual Abuse Liability

Coverages	Limits	Deductibles
Sexual Abuse Liability	\$5,000,000 per occurrence and member aggregate	\$0 if school completes training requirement
		\$100,000 if school did not complete training requirement
*Training Mandate Sexual Abuse Prevention Training by CharterSAFE is available under the CharterSAFE Learning Center and is REQUIRED to be completed by 90% or more of staff within 90 days of coverage renewal. New employees are required to complete the training within 6 weeks of employment.		

Law Enforcement Activities Liability

Coverages	Limits	Deductibles
Law Enforcement Activities Liability	\$5,000,000 per occurrence and member aggregate	\$0

Automobile

Coverages	Limits	Deductibles
Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos	\$5,000,000 per occurrence and member aggregate	\$0
Auto Physical Damage*	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence for Hired Auto Physical Damage
*Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles.		

Excess Liability - SELF

Coverage Provided by:	Schools Excess Liability Fund (SELF)
Coverage:	Excess Liability with separate Memorandum of Coverage with separate terms, conditions, and exclusions.
Limits:	\$50,000,000 per occurrence/claim and member aggregate as outlined by the SELF Memorandum of Coverage. This coverage is excess of the \$5M limits above to total a limit of \$55M.

CharterSAFE joined SELF, a nonprofit scholastic JPA in California, as a single member of SELF for excess liability coverage. Please note that SELF is a separate entity from CharterSAFE and carries a separate Memorandum of Coverage with different limits, terms, conditions and exclusions. You can access SELF JPA's information at www.selfjpa.org.

Employment Practices Liability coverage within the SELF layer includes ONLY these three types: wrongful termination, discrimination, and/or sexual harassment.

CRIME

Coverages	Limits	Deductibles
Money and Securities	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence
Forgery or Alteration	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence
Employee Dishonesty	\$1,000,000 per occurrence and member aggregate	Varies*
Computer and Funds Transfer Fraud	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

- 0 Claim: \$500.00 per occurrence
- 1 Claim: \$5,000.00 per occurrence
- 2 Claims: \$10,000.00 per occurrence
- 3 or more Claims: \$20,000.00 per occurrence

PROPERTY

Perils Include: Direct Physical Loss subject to all the terms, conditions, and exclusions established in the applicable policy(ies)

Valuation: Replacement Cost as scheduled with CharterSAFE, see "Exposures & Locations" section

Coverages	Limits	Deductibles
Property	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence. See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence
Boiler & Machinery / Equipment Breakdown	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence. See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence
Business Interruption	\$10,000,000 per occurrence	\$1,000 per occurrence
Extra Expense	\$10,000,000 per occurrence	\$1,000 per occurrence
Causes of Loss: Water Damage Wildfire	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence. See "Exposures & Locations" section for scheduled limits.	Varies*

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

0 Claim: \$1,000.00 per occurrence
1 Claim: \$5,000.00 per occurrence
2 Claims: \$10,000.00 per occurrence
3 or more Claims: \$20,000.00 per occurrence

PLEASE NOTE:

If you have a renovation/construction project valued over \$200,000 in hard and soft costs, please contact your CharterSAFE Representative: **Whitney Delano** at wdelano@chartersafe.org. CharterSAFE is able to endorse builder's risk coverage for renovation projects up to \$10,000,000 onto your policy. Additional premium would apply.

If you are interested in a separate policy for flood and/or earthquake coverage, please contact **Kiki Goldsmith** (Kiki_Goldsmith@ajg.com/ 949-349-9842).

STUDENT AND VOLUNTEER ACCIDENT

Coverages	Limits	Deductibles
Student Accident	\$50,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *
Volunteer Accident	\$25,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *
*A list of <i>High-Risk Activities</i> is available at www.chartersafe.org or you may contact Karen Bianchini (kbianchini@chartersafe.org / (916) 880-3460) of CharterSAFE's Risk Management team.		

Terms & Conditions:

- Coverage is provided on an excess basis, but would become primary should the student not have health insurance.
- Claim submission deadline: 90 days after the Covered Accident.

Optional Catastrophic Student Accident Coverage:

If interested in obtaining higher limits with or without sports included, please contact:

Gallagher
18201 Von Karman Avenue, Suite #200
Irvine, CA 92612

Kiki Goldsmith
Client Service Executive
Kiki_Goldsmith@ajg.com
949-349-9842

ADDITIONAL PROGRAM COVERAGES

Pollution Liability And First Party Remediation

Coverages	Limits	Deductibles
Pollution Liability and First Party Remediation	\$1,000,000 per pollution condition or indoor environmental condition \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per occurrence

Reporting:

Claim must be reported to CharterSAFE within 60 days after policy expiration.
Coverage is provided on a claims-made basis.

Terrorism Liability

Coverages	Limits	Deductibles
Terrorism Liability	\$5,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate	\$0

Reporting:

Claim must be reported to CharterSAFE within 60 days after policy expiration.
Coverage is provided on a claims-made basis.

Terrorism Property

Coverages	Limits	Deductibles
Terrorism Property	As scheduled with CharterSAFE subject to the maximum limit of \$20,000,000 per occurrence. See "Exposures & Locations" section for schedule limits.	\$1,000 per occurrence

Cyber Liability

Coverages	Limits	Deductibles
Cyber Liability	\$1,000,000 per claim \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$2,500 per claim

Coverage Includes:

- Privacy Notification Costs
- Regulatory Fines and Claim Expenses for Privacy Liability
- Extortion Damages for Extortion Threat
- Crisis Management Expenses
- Business Interruption

Reporting:

Claim must be reported to CharterSAFE within 60 days after policy expiration.
Coverage is provided on a claims-made basis.

Requirement for Coverage to be in effect:

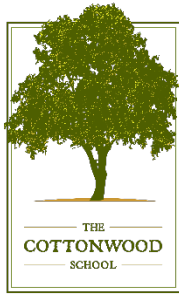
Completed cyber application.

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

Coverages	Limits	Deductibles
Workers' Compensation	Statutory	\$0
Employer's Liability	\$5,000,000 per Accident \$5,000,000 by Disease per Employee \$5,000,000 by Disease Policy Limit	\$0

Auditable:

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.



2020-2021 Compensation Policy

Dedication to Non-discrimination

It is the policy of The Cottonwood School not to discriminate on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations.

Important Information

- This summary does not alter the at-will nature of the employment relationship and nothing in this summary shall limit the School's right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. This includes, without limitation, the School's right to modify the compensation of any employee at any time, with or without notice and with or without cause.
- The School Board adopts this compensation schedule for 2020-2021 only. Pay increases are not granted automatically each year; therefore, neither past nor future compensation can be calculated, assumed, or predicted on the basis of this schedule or any information contained herein. Compensation of any employee may also be adjusted at any time based on operational needs of the School.
- The Executive Director shall recommend compensation for all School staff, consistent with the budget approved by the School Board. -An employee's regular compensation is paid on a semi-monthly basis in accordance with the School's payroll practices and policies.
- The School reserves the right to change, suspend, revoke, terminate, or supersede provisions of this compensation schedule at any time. To the extent any of provisions herein differ from the terms of an employee's employment agreement, the terms of the agreement shall prevail.

Compensation Philosophy

A compensation philosophy is a statement that defines what an organization offers and chooses to reward via its compensation system. The School's compensation philosophy places emphasis on equity, transparency, excellence, and commitment. These five key values are the foundation for all School compensation structures and practices.

We offer...

- comprehensive compensation packages for all staff, including base salary and benefits. Certain employees may be eligible for bonuses and stipends, as set forth herein
- a dynamic culture and vibrant community of colleagues united by shared dedication to students, a commitment to innovation, and a strong growth mindset
- unique career pathways, growth and development opportunities, and leadership roles that encourage staff to challenge themselves

- equitable compensation, regardless of gender, race/ethnicity, national origin, sexual orientation, age, religion, disability or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations
- a transparent and clearly communicated compensation system, so that staff understand what factors may determine individual compensation and how and when potential changes to compensation will be effected

We recognize and reward...

- exceptional performance and contributions that enable excellent student outcomes
- commitment of staff who contribute to the long-term success of our students and our organization

For teachers...

Given the role they play in providing educational services, teachers are particularly critical to the success of our mission. As such, we offer teacher compensation to attract and retain talented educators, and we specially recognize and reward:

- exceptional teacher performance that leads to growth and excellence for students
- commitment of teachers who develop deep, high-quality educational experience (within or outside of the School) and assume critical leadership responsibilities

~~CERTIFICATED TEACHER~~ COMPENSATION

Teacher Definition:

For purposes of this schedule, a Teacher is defined as a person who has a valid credential or certificate that allows them to teach a specific subject matter or special education

Salary Placement Guidelines:

Upon hire, each employee's salary placement will be calculated based on the YEAR an employee fits, and in accordance to the professional and teaching experience gathered in previous years in the institutions outlined in this manual and on other factors such as prior performance (which includes a rehired employee).

The starting salary of a new employee may exceed the salary of a current employee in the same position based on the new employee's years of experience.

Creditable Years of Experience:

- The School has the option to grant one (1) YEAR for each one (1) year of approved creditable teaching or professional experience up to 10 (ten) years.
- An additional year may be granted for teachers who have school-desired experience in what the school determines to be "hard-to-staff" positions.
- One year of creditable professional or teaching experience will be granted for full-time employment, which is employment for 100% of an institution's normal work schedule during the school year
- A partial year of creditable professional or teaching experience can be granted for up to a year of part-time employment, which is less than 100% of an institution's normal work schedule during the school year.
- Creditable professional or teaching experience may be earned in:
 - California and US public, charter, and private elementary and secondary schools
 - Accredited foreign public, charter, and private elementary and secondary schools
 - California, US, and foreign accredited universities and colleges
 - Non-public special education contract schools for special education teachers
 - Other regionally accredited educational institutions

- Creditable teaching experience is experience as a teacher in one of the institutions outlined above.
- A maximum of 2 years of substitute teaching experience in California and US public, charter, and private elementary or secondary schools may be accepted.
- Two years of teacher assistant experience in the above institutions will be equal to 1 YEAR in the salary schedule up to a maximum of 2 YEARS.
- Other relevant professional experience may be considered by the Executive Director or designee.

The Executive Director or his or her designee may adjust a rehired teacher's placement on the pay scale as appropriate based on the employee's accumulated experience following the teacher's separation from the School, which may result in a higher or lower placement on the scale than the teacher would have otherwise been placed had the teacher been continuously employed.

Credential/Certification:

- Teachers holding a valid and active credential (i.e., preliminary, clear, lifetime) California teaching certificate at the time of hiring/rehiring will generally be compensated in accordance with the applicable teacher salary table (B Basis, C Basis or Special Education) for certificated teachers.
- The School may hire teachers with a bachelor's degree who do not hold a clear teaching credential. Staff holding an alternative certification (intern, emergency, or preliminary credential) are rated on the same salary teacher table as certificated teachers.
- A teacher is eligible to advance to the proper Pay Scale level once they meet the requirement for that specific Pay Scale Level and Group based on their creditable years of service and post-BA units, if applicable.
- **For any given school year, teachers must submit any successfully completed post-BA units no later than October 31 in order for the units to be applied to the teacher's salary in that school year. Any proof of successfully completed post-BA units submitted to the School after October 31 will not result in an adjustment to compensation until the following school year.**
- Any increase in pay resulting from an advancement on the Pay Scale based on the successful completion of post-BA units will not take effect until after the School's receipt of sufficient documentation supporting the advancement. Pay increases for post-BA units will not be paid retroactively. For illustration purposes, if a teacher is awarded a degree on January 15 and provides proof of the degree on May 1, any advancement on the Pay Scale and increase in pay will be effective beginning the **next school year**. ~~first pay period following May 1~~. The teacher will not be paid at the higher rate of compensation retroactively (i.e., for the periods between January 15 and July 1 ~~May 1~~).
- **If a teacher is awarded a degree on August 15 and provides proof of the degree on October 15, any advancement on the Pay Scale and increase in pay will be effective beginning the first pay period following October 15. The teacher will not be paid at the higher rate of compensation during the periods between August 15 and October 15.**

Advanced Degree/Certificate Stipends:

- Teachers who hold a Doctoral degree are entitled to additional compensation of **\$5000 stipend in addition** to their current annual salary on the Salary Table.
- The stipend is not included in your annual salary and may be processed separately from regular earnings.
- National Board Certificate (NBC) holders are entitled to **a \$2,500 stipend in addition** to their current annual salary on the Salary.
- The stipends will be paid as set forth in the Stipend Chart below.

Signing Bonus:

If the School decides to issue signing bonuses, the following requirements shall apply.

- Signing bonuses may be offered to teachers certified in an area of critical concern as defined by the School, to promote diversity, or to address specific concerns at the school.
- The Executive Director shall designate the individuals authorized to receive the signing bonus.
- To qualify for a signing bonus, the teacher must:
 - be certified in the field they are hired to teach.
 - teach in that field of the bonus.

Supplemental Duty Stipends:

- Stipends are assigned and approved by the Executive Director or his/her designee at the beginning of the school year or semester or as otherwise noted in the chart below.
- Teachers who perform the supplemental duties outlined in the table below are eligible to receive the corresponding stipends as indicated and only if assigned/awarded to the teacher by the Executive Director or his/her designee. The number of stipends awarded under each category and/or the periods of service during the school year are at the sole discretion of the Executive Director or his/her designee.
- Supplemental duty stipends are authorized for the specific year assigned and are not renewed for the future years unless specifically authorized for those years. This means additional duties such as New Teacher Trainer, SPED Lead Teacher, etc. are assigned on a year by year basis and are not guaranteed responsibilities that carry over from year to year.
- Supplemental pay will cease when there is no need for the duty, the employee becomes ineligible or as otherwise determined in the sole discretion of the School.
- The School, in its sole discretion, may choose not to offer certain stipends
- Stipend amounts and requirements will be reviewed periodically and may be modified from time to time at the sole discretion of the School.
- Supplemental duty stipends are prorated and will be paid as set forth in the below Stipend Chart, once the Supplemental duty has started.

Stipend Chart

Stipend Chart

DESCRIPTION	AMOUNT	ELIGIBILITY	ELIGIBILITY START	PERIOD PAID
	*\$5000-\$10000	Paid to a hired Community Coordinator who facilitates regular events for the Community Connections program.	Eligibility starts at the beginning of the school year.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
Community Coordinator				
Induction Coach Stipend	\$500/teacher/semester	Paid to credentialed teachers who work with teachers who are working toward clearing their teaching credential.	Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
Student Support Coordinator	\$ 15,000.00	Paid to certificated multi-subject teachers, preferably with home school experience. Can carry 14 students on their roster, up to 19 with permission of director. Supervise 504 and SST meetings	Eligibility starts at the beginning of the school year and once the supervising begins.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
	\$ 15,000.00	Paid to certificated multi-subject teachers, preferably with home school experience. Carries 14 students on their roster, up to 19 with permission of director. Provide students with tier 1, 2 and 3 intervention	Eligibility starts at the beginning of the school year and once the supervising begins.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
Intervention Support Coordinator				
Decathlon Coordinator Stipend	\$ 2,500.00	Assigned Position: Provided to credentialed teachers who meet with students to determine if they are meeting academic decathlon course requirements	Eligibility starts at the beginning of the school year and once the coaching begins.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
New Teacher Trainer	\$ 8,500.00	Assigned Position: paid to a designated HST who applied and received the position to help train new teachers. Carries caseload of 18 students, can carry additional with permission of director at \$100/student/month.	Eligibility starts at the beginning of the school year and once the coaching begins.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
New Teacher Mentor Teachers	\$500/teacher/semester	Assigned Position: paid to a designated HST who applied and received the position to help mentor new teachers.	Eligibility starts at the beginning of the school year and once the coaching begins.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
	\$1,000	Assigned Position- still carries SPED caseload		
SPED Instructional or Reading Specialist Coach			Eligibility starts at the beginning of the school year.	Paid biweekly over 12 months; September - June. Will be prorated based on period of service during the school year.
SPED Credential	\$ 1,000.00	Provided for SPED teachers with SPED credential	Eligibility starts at the beginning of the school year.	Paid biweekly over 12 months; September - June. Will be prorated based on period of service during the school year.
Extended School Year (ESY)	\$ 3,500.00	Paid to special education teachers who provide services from the end of the academic school year to approximately July 15th	Eligibility is earned after service has been completed from start date to end date.	Half paid during the each of the two pay periods of June 30th and July 15th
Specialized Academic Instruction (SAI)	\$ 5,000.00	Offered to teachers who perform in-person services for special needs students	Eligibility is earned after the service has been provided.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
High School Lead Counselor	\$ 2,000.00	Assigned Position: given to a counselor who shows leadership abilities and is experienced enough to handle escalated cases.	Eligibility starts at the beginning of the school year.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
CHYA Coach	\$ 2,500.00	Assigned Position: given to HST who is committed to supporting the CHYA program and holding office hours for students.	Eligibility starts at the beginning of the school year.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
Foster Youth Liaison	\$ 5,000.00	Assigned Position: HST who works with county and school to identify and support foster youth students.	Eligibility starts at the beginning of the school year.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
Handbook Specialist	\$1000- summer start up, \$2000/year	Assigned Position: HST who creates, organizes and keeps HST handbook up to date	Eligibility starts at the beginning of the school year.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
JHVA Lead Teacher	\$ 15,000.00	Paid to certificated teacher who oversees virtual teachers and teaches online junior high courses. Carries a caseload of 14 students.	Eligibility starts at the beginning of the school year.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
JHVA Teacher	\$ 10,000.00	Paid to certificated teachers who teach online junior high courses and carry a caseload of 14 students	Eligibility starts at the beginning of the school year.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
EL Designee	\$5000-10,000	Assigned Position: HST who works with EL coordinator to provide EL support to families and staff.	Eligibility starts at the beginning of the school year.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
Extra Student Stipend	\$100/month/student over required roster limit	Provided to HST's carrying over the full time caseload of 28.	Becomes eligible once their rosters surpass required roster limits	Paid biweekly over 10.5 months; August 16 - June. Will be prorated based on period of service during the school year.
National Board Certification (NBC)	\$2,500	Provided to teachers who have been awarded the National Board Certification	For current employees who obtain the certification before January 1 of the current school year.	The four payments of equal installments (two paid in December and two in March) of the total stipend amount will only be paid to current employees
National Board Certification (NBC)	\$1,750	Provided to teachers who have been awarded the National Board Certification	For current employees who obtain the certification after January 1 of the current school year.	The two payments of equal installments (two in March) of the total stipend amount will only be paid to current employees
Doctoral Degree Stipend	\$5,000	Provided to teachers who hold a doctor's degree	For those who obtain their degree before January 1 of the current school year.	The four payments of equal installments (two paid in December and two in March) of the total stipend amount will only be paid to current employees
Doctoral Degree Stipend	\$2,500	Provided to teachers who hold a doctor's degree	For those who obtain their degree after January 1 of the current school year.	The two payments of equal installments (two in March) of the total stipend amount will only be paid to current employees

*Stipend based on current budget

Voluntary Transfer to Lower Role Placement or Teaching position

- Employees approved to voluntarily transfer to a position in a lower placement on the salary scale will be placed in the new salary placement or teacher salary schedule, and the salary will be calculated as it is in the new placement or schedule.

North Charters
July 1, 2020 HQT Teacher Salary Schedule
B- Basis -10 Month Calendar*

Pay Scale Group		Pay Scale Level									
Points		1	2	3	4	5	6	7	8	9	10
A	(Minimum)	58240**	58240**	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250
B	(+14 points)	58240**	58240**	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$63,750
C	(+28 points)	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$63,110	\$66,250
D	(+42 points)	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$62,350	\$65,500	\$68,750
E	(+56 points)	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$61,550	\$65,625	\$67,850	\$71,250
F	(+70 points)	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$60,500	\$63,700	\$66,900	\$70,225	\$73,750
G	(+84 points)	\$58,250	\$58,250	\$58,250	\$58,250	\$59,750	\$62,725	\$65,850	\$69,125	\$72,600	\$76,250
H	(+98 points)	\$58,250	\$58,250	\$58,250	\$58,750	\$61,650	\$64,750	\$68,000	\$71,400	\$75,000	\$78,750

Additional Pay Scale Levels

	H11	H12	H13	H14	H15	H20	H25	H30
H Cont. (+98 points)	\$81,250	\$83,750	\$86,250	\$88,750	\$91,250	\$93,750	\$96,250	\$98,250

Stipends

National Board Certification (documentation required)	\$2,500
Doctorate Degree (conferred, transcripts required)	\$5,000

*Annual salary is based on 195 work days. The 195 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar

** Staff holding alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2

*** Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the School Board

#ERROR!

North Charters
July 1, 2020 HST Teacher Salary Schedule
C- Basis -10 Month Calendar**

Pay Scale Group			Pay Scale Level														
Points	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
A (Minimum)	\$52,40**	\$52,40**	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240		
B (+14 points)	\$52,40**	\$52,40**	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$59,696	\$59,696	\$59,696	\$61,188	\$61,188	\$61,188		
C (+28 points)	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$59,696	\$61,188	\$61,188	\$61,188	\$62,717	\$62,717	\$62,717		
D (+42 points)	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$59,696	\$61,188	\$62,717	\$64,598	\$66,535	\$66,535	\$66,535	\$66,535		
E (+56 points)	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$59,696	\$61,486	\$63,330	\$65,863	\$68,497	\$71,236	\$71,236	\$71,236	\$71,236		
F (+70 points)	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$59,696	\$61,486	\$63,945	\$66,502	\$69,162	\$71,928	\$74,805	\$77,797	\$77,797	\$77,797		
G (+84 points)	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$59,696	\$62,083	\$64,566	\$67,148	\$69,833	\$72,626	\$75,531	\$78,552	\$78,552	\$78,552		
H (+98 points)	\$58,240	\$58,240	\$58,240	\$59,696	\$62,083	\$64,566	\$67,148	\$69,833	\$72,626	\$75,531	\$78,552	\$81,694	\$84,961	\$88,359	\$88,359		
Additional Pay Scale Levels																	

	H20	H25
H Cont. (+68 points)	\$92,776	\$97,414

Stipends

National Board Certification (documentation required)	\$2,500
Doctorate Degree (conferred, transcripts required)	\$5,000

Full time HSTs must hold a minimum of 28 students and with approval of their Charter Leader can support 7 additional students at a \$100 stipend per student and per month

*Annual salary is based on 195 work days. The 195 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar

** Staff holding alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2

*** Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the School Board

****During the rate-in-process for new hires Executive Directors may approve additional units earned beyond post-baccalaureate credits equivalent to 4-semester units for each year starting with year 15. A candidate can earn a maximum of 60 credits for experience based on Executive Director approval.

North Charters
July 1, 2020 Special Education Teacher Salary Schedule
D- Basis -10 Month Calendar**

Pay Scale Group		Pay Scale Level									
Points		1	2	3	4	5	6	7	8	9	10
A (Minimum)		58240**	58240**	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950
B (+14 points)		58240**	58860**	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$65,945
C (+28 points)		\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$65,247	\$68,670
D (+42 points)		\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$64,419	\$67,853	\$71,395
E (+56 points)		\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$63,547	\$67,989	\$70,414	\$74,120
F (+70 points)		\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$62,566	\$65,891	\$69,379	\$73,003	\$76,845
G (+84 points)		\$59,950	\$59,950	\$59,950	\$59,950	\$61,585	\$64,828	\$68,234	\$71,804	\$75,592	\$79,570
H (+98 points)		\$59,950	\$59,950	\$59,950	\$60,495	\$63,656	\$67,035	\$70,578	\$74,284	\$78,208	\$82,295

Additional Pay Scale Levels

	H11	H12	H13	H14	H15	H20	H25	H30
H Cont. (+98 points)	\$85,020	\$87,745	\$90,470	\$93,195	\$95,920	\$98,645	\$101,370	\$103,550

Stipends

All Special Education Teacher contracts	\$1,000
SPED Instructional or Reading Specialist Coach (+above stipend)	\$1,000
National Board Certification (documentation required)	\$2,500
Doctorate Degree (conferred, transcripts required)	\$5,000

*Annual salary is based on 195 work days. The 195 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar

** Staff holding alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2

*** Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the School Board

North Charters
July 1, 2020 Special Education Salary Schedule
E- Basis -11 Month Calendar*

Pay Scale Group		Pay Scale Level											
		1	2	3	4	5	6	7	8	9	10	11	13+
Row 1	Program Specialist		\$81,088		\$84,088		\$88,293		\$92,709		\$97,342		\$102,209
Row 2	School Psychologist		\$81,088		\$84,088		\$88,293		\$92,709		\$97,342		\$102,209
Row 3	Speech Pathologist		\$74,146		\$78,049		\$82,157		\$86,481		\$91,033		\$95,585
Row 4	Occupational Therapist		\$70,688		\$74,387		\$78,302		\$82,423		\$86,761		\$91,327
Row 5	School Nurse		\$70,512		\$74,038		\$77,340		\$81,227		\$85,288		\$89,552

Stipends

Doctorate Degree (conferred, transcripts required) \$5,000

*Annual salary is based on 207 work days. The 207 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar

**Travel is a requirement of the assessment positions, travel will be reimbursed based on the reimbursement policy

*** Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the School Board

North Charters
July 1, 2020 RC/Counselor Salary Schedule
F- Basis -10 Month Calendar*

Pay Scale Group		Pay Scale Level									
		1	2	3	4	5	6	7	8	9	10
Regional Coordinator		\$78,500	\$80,500	\$82,500	\$84,500	\$86,500	\$88,500	\$90,500	\$92,500	\$94,500	\$96,500
Community Connections Coordinator		\$78,500	\$80,500	\$82,500	\$84,500	\$86,500	\$88,500	\$90,500	\$92,500	\$94,500	\$96,500
EL Coordinator		\$78,500	\$80,500	\$82,500	\$84,500	\$86,500	\$88,500	\$90,500	\$92,500	\$94,500	\$96,500
Testing Coordinator		\$78,500	\$80,500	\$82,500	\$84,500	\$86,500	\$88,500	\$90,500	\$92,500	\$94,500	\$96,500

Coordinator positions must hold a minimum of 14 students and with approval of their Charter Leader can support 7 additional students at a \$100 stipend per student and per month

*Annual salary for coordinators is based on 205 work days. The 205 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar

	1	2	3	4	5	6	7	8	9	10
School Counselor	\$62,500	\$65,000	\$67,000	\$69,000	\$71,000	\$73,000	\$75,000	\$77,000	\$79,000	\$81,000

*Annual salary for School Counselor is based on 195 work days. The 195 work days is a minimum number of work days, team members may need to work additional days beyond the work calendar

Stipends

National Board Certification (documentation required) \$2,500

Doctorate Degree (conferred, transcripts required) \$5,000

** Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the School Board

North Charters
July 1, 2020 Director Salary Schedule
E-Basis -11 Month Calendar*

Pay Scale Group	Pay Scale Level									
	1	2	3	4	5	6	7	8	9	10
Special Education Director (MOU 6 schools)	145,000	147,000	149,000	151,000	153,000	155,000	157,000	159,000	161,000	163,000
Special Education Assistant Director (MOU 6 schools)	105,000	107,000	109,000	111,000	113,000	115,000	117,000	119,000	121,000	123,000
	1	2	3	4	5	6	7	8	9	10
Assistant Director/Deputy Director	110,000	112,000	114,000	116,000	118,000	120,000	122,000	124,000	126,000	128,000
Director of Student Support (MOU 6 schools)	140,000	142,500	144,500	146,500	148,000	150,000	152,000	154,000	156,000	158,000
Director of Operations (MOU 6 schools)	140,000	142,500	144,500	146,500	148,000	150,000	152,000	154,000	156,000	158,000

Stipends	
National Board Certification (documentation required)	\$2,500
Doctorate Degree (conferred, transcripts required)	\$5,000

Special Education Director is not required to carry a student caseload and is based on 225 work days.
Special Education Assistant Director is not required to carry a student caseload and is based on 220 work days.
Assistant Directors/Deputy Director must hold a minimum of 7 students and with approval of their Charter Leader can support 7 additional students at a \$100 stipend per student and per month.
*Annual salary for assistant directors/deputy directors is based on 220 work days. The 220 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.
** Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the School Board.

Additional Supplement Bonus (“Supplement”):

The Executive Director may recommend a Supplement for teachers as set forth in this section.

- A Executive Director, in his or her sole discretion, shall determine what duties shall be supplemented based upon the operational needs of the school.
- A supplement is not automatic, and can be provided at the discretion and approval of the Executive Director, based on additional work beyond the regular work responsibilities.
- A supplement will be paid to the employee in accordance with the schedule provided by the School at the time of supplement award.
- The supplemental award shall not exceed \$35,000 or 50% of annual salary.
- All supplements listed are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the teachers' regular salary.
- Teacher supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the teacher and the Executive Director prior to performing the supplemental duties.
- Supplements will be paid in installments or one lump sum if less than \$1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage, Extra Student Pay and Enrollment Milestones.
- To qualify for an extended duty supplement, the following criteria must be met as requested and assigned by the Executive Director:
 - 1. The Executive Director must first agree with the teacher on the terms
 - 2. The supplemental work must be separate from the normal job responsibilities.
 - 3. The work must be completed or in the progress of being completed.

Part-time Teachers:

For all part-time teachers.

- Part-time/Full time Status: Compensation for part-time teachers will be \$30.00 per hour. Estimated hours for part-time teachers each week includes a maximum of 10 hours per week for approved non-instructional activities (recruiting, planning, grading, parent conferences, etc.) and one (1) additional hour per week per enrolled student. This allotted time should be sufficient to complete each part-time teacher's duties. All time worked will be compensated at the part-time teacher's hourly rate. Part-time teachers will work no more than up to 17 hours of work per pay period in July and for up to 8.5 hours of training in August.
- Part-time teachers must accurately record and timely submit records of all time worked and observe all lunch and rest breaks as outlined in the School's employee handbook. Part-time employees may not work overtime (i.e., over 8 hours in a workday or 40 hours per workweek) without written authorization from their direct supervisor.

When a case load of 20 students is reached, employees may be rated in and placed on a salary table and given health care benefits contingent upon the teacher's expected maintenance of a case load at the norm of 28 students for full-time teachers. Carrying a case load of less than 28 students over a course of three (3) consecutive months may result in a return to part time status.

CLASSIFIED COMPENSATION

Experience and Placement

- Each classified employee will be placed on the salary schedule based on their creditable years of experience, which will be categorized as equivalent or applicable experience.
- Equivalent experience is the directly related experience of an employee to the position held or hired. Applicable experience is the other administrative, teaching, or professional experience which is not directly related to the position held or hired.
 - Example: Office Manager experience at a private school is accepted as equivalent experience for a person in the Office Manager position, but teaching experience will be applicable experience.
 - Example: SPED instructional aide at a school district, or a company may be equivalent experience for the SPED instructional aide position, but SPED center aide will be applicable experience.
- The evaluation of prior experience and placement on the Salary Scale will be recommended by the Human Resources Department and the Executive Director or designee makes the final decision, consistent with the School's approved budget.
- The following criteria will be considered in the evaluation of prior experience:
 - The number of days worked in a year must be at least 180 days as a full-time employee
 - The percentage of days worked
 - Position held
 - Type of the organization and accreditation
- Each equivalent year of creditable experience will be equal to 1 YEAR, and each year of creditable applicable experience will be equal to a 0.5 YEAR. If the total years of experience is a fraction of a whole, it will be rounded up.
 - Example: 3.5 YEARS will be rounded to 4.0 YEARS of experience.
- Rehired employee's years of experience in the same or higher salary placements will be treated as equivalent experience.
- The starting salary of a new employee may exceed the salary of a current employee in the same position based on the creditable years of experience as defined herein.
- Creditable experience may be earned from other schools, districts or any other employer.
- The Executive Director shall recommend the creation of new positions as needed and will evaluate and recommend placement of the new positions in the appropriate role, together with any necessary budget adjustments required, to be approved by the School Board

North Charters
July 1, 2020 Classified Salary Schedule
12 Month Calendar

		1	2	3	4	5	6	7	8	9	10
Office Tech 1	Hourly Annual	\$15,024 \$31,250	\$15,385 \$32,000	\$15,745 \$32,750	\$16,226 \$33,750	\$16,707 \$34,750	\$17,308 \$36,000	\$17,788 \$37,000	\$18,269 \$38,000	\$19,471 \$40,500	\$20,072 \$41,750
Office Tech 2	Hourly Annual	\$18,029 \$37,500	\$18,510 \$38,500	\$19,111 \$39,750	\$19,591 \$40,750	\$20,072 \$41,750	\$20,673 \$43,000	\$21,274 \$44,250	\$21,875 \$45,500	\$22,476 \$46,750	\$23,077 \$48,000
Office Tech 3	Hourly Annual	\$19,231 \$40,000	\$19,832 \$41,250	\$20,433 \$42,500	\$21,034 \$43,750	\$21,635 \$45,000	\$22,296 \$46,375	\$22,957 \$47,750	\$23,678 \$49,250	\$24,399 \$50,750	\$25,120 \$52,250
Office Tech 4	Hourly Annual	\$24,038 \$50,000	\$24,760 \$51,500	\$25,481 \$53,000	\$26,322 \$54,750	\$27,043 \$56,250	\$27,885 \$58,000	\$28,726 \$59,750	\$29,567 \$61,500	\$30,409 \$63,250	\$31,250 \$65,000
Coordinator	Annual	\$85,500	\$87,500	\$89,500	\$71,500	\$73,500	\$75,600	\$77,500	\$79,500	\$81,500	\$83,500
Manager	Annual	\$81,000	\$83,000	\$85,000	\$87,000	\$89,000	\$91,000	\$93,000	\$95,000	\$97,000	\$99,000

Role/Salary Placements

- All positions are classified according to the corresponding role and/or salary placements based on the required set of skills, education, effort, and responsibility of the job assignment as indicated in the specific job description. All positions may be reclassified as necessary by the Executive Director or designee. Some hard-to staff positions may be compensated out of the salary schedule as approved by the Executive Director.

Advancements on Pay Scale

- An advancement on the Pay Scale is the placement of an employee from a position in a lower salary placement to a position in a higher salary placement and will be determined on the same basis and factors articulated herein.

Lateral Transfer

- A lateral transfer is the movement of an employee from one position to another within the same salary placement. The employee may continue to progress in the same salary placement as experience in the position is accumulated. Prior experience will not be re-evaluated for purposes of placement or advancement in the new salary placement.

Partial Assignments

- In cases where a classified employee has been given multiple assignments (e.g. a SPED coordinator with partial ESL duties), the employee will be placed on the salary schedule (or salary placement) with the higher salary.

Reassignments

- Employees approved to voluntarily transfer to a position in a lower placement on the salary scale, if applicable, will be placed in the new salary placement, and the salary will be calculated as it is in the new placement or schedule
- When an employee is reassigned for any reason to a position in a lower salary placement, the employee's salary will be lowered during the next payroll cycle, or when determined by the Executive Director to avoid disruption so long as it is not earlier than the next payroll period.

Rehires

- A former employee who returns to a position similar to the role held prior to separation will be placed on the salary scale as follows:
 - The converted grade and step of individuals who separated employment will be identified for appropriate entry placement on the salary scale.

- All applicable work experience earned outside of The Cottonwood Schools, subsequent to separation, may be identified and used for credit as equivalent experience in accordance with the creditable years of service as described herein.

Experience – Nonexempt Employees

- Each nonexempt employee will be placed on the salary schedule based on their years of relevant experience. Although non-exempt employees may be paid a monthly salary (paid on a semi-monthly basis), all non-exempt salaried employees will be paid for all hours worked and are eligible for overtime in accordance with applicable law. Employees should receive approval from their supervisor before working overtime.
- The evaluation of prior experience will be made by the Executive Director or his/her designee. The following criteria, among others, may be considered in evaluation of prior experience:
 - The number of days worked in a year must be at least 180 days as a full time employee
 - The percentage of days worked
 - Position held
 - Type of the organization and accreditation
- Experience including secretarial, clerical, teaching, professional, and substitute experience may be credited.
- Each year of experience may be 1 YEAR in the schedule.
- The starting salary of a new employee may exceed the salary of a current employee in the same position based on their years of experience.
- Experience may be earned in other districts or other companies.
- The Executive Director or his or her designee may adjust a rehired non-exempt employee's placement on the pay scale as appropriate based on the employee's accumulated relevant experience following the employee's separation from the School, which may result in a higher or lower placement on the scale than the employee would have otherwise been placed had the employee been continuously employed. Adjustments to an employee's salary may be made in any subsequent school year.

Additional Supplement Bonus ("Supplement"):

The Executive Director may recommend a Supplement for classified staff members as set forth in this section.

- A Executive Director, in his or her sole discretion, shall determine what duties shall be supplemented based upon the operational needs of the school.
- A supplement is not automatic, and can be provided at the discretion and approval of the Executive Director, based on additional work beyond the regular work responsibilities.
- A supplement will be paid to the employee in accordance with the schedule provided by the School at the time of supplement award.
- The supplemental award shall not exceed \$35,000 or 50% of annual salary.
- All supplements awarded are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the classified staff members' regular salary.
- Classified staff member's supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the classified staff member and the Executive Director prior to performing the supplemental duties.
- Supplements will be paid in installments or one lump sum if less than \$1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.

- Additional Supplements may include things such as Winter Break Coverage and Enrollment Milestones.
- To qualify for an extended duty supplement, the following criteria must be met as requested and assigned by the Executive Director:
 - 1. The Executive Director must first agree with the classified staff member on the terms
 - 3. The supplemental work must be separate from the normal job responsibilities.
 - 4. The work must be completed or in the progress of being completed.

PAYROLL ADVANCE POLICY

POLICY BRIEF AND PURPOSE

Our payroll advance policy describes our terms for advancing pay to our employees as an emergency short-term loan.

SCOPE

This policy applies to all employees, with the exception of the Executive Director and officers of The Cottonwood School. In addition, temporary employees with contracts that are less than one year will not be eligible for Payroll Advances.

POLICY ELEMENTS

“Payroll advance” refers to employees receiving a portion of their pay before their next normal payday. This does not include any money paid to the employee for work-related expenses.

The School is not obliged to pay employees in advance and may choose to do so if employees have qualifying reasons.

CONDITIONS FOR REQUESTING A PAYROLL ADVANCE

Employees can ask for a pay advance if they:

- *Have been employed with the school for three consecutive months.*
- *Have not taken any other company-sponsored loan.*
- *Do not have any current negative evaluations or disciplinary actions.*

These conditions apply to all eligible employees without discrimination against protected characteristics.

Employees should have a legitimate reason to ask for advance pay, usually an unexpected or unavoidable occurrence. Examples of such reasons, although not conclusive, are for:

- *Family or personal emergencies (e.g. being victims of a robbery or fire, having to pay funeral fees)*
- *Hospital bills not covered by medical insurance*
- *Car repairs not covered by insurance*
- *To save a family home*

Examples of non-qualifying reasons, include but are not limited to:

- Taking a planned vacation
- Entertainment expenses
- Gambling
- Fines

PAYROLL ADVANCE TERMS

Subject to approval, the maximum advance pay may be up to \$5,000. If employees find themselves in need of more frequent or larger pay advances than they are allowed, they should discuss the situation with their Executive Director. The Executive Director may decide to make exceptions on a case-by-case basis.

We will deduct the amount of the advance pay from an employee's future paychecks. This may mean:

- Depending on the amount, deducting the full amount from their next paycheck.
- Repaying the amount in small installments out of a number of future paychecks.

The repayment terms must be in writing and signed by employees and will comply with applicable laws.

We will not charge any administrative fees or interest.

If an employee resigns or is terminated before they repay their payroll advance, HR, subject to approval by the Executive Director, is responsible for reaching a new agreement with the employee. Any relevant legal requirements (whether federal, state or local) must be followed.

PAYROLL ADVANCE AGREEMENTS

Employees who want to request a payroll advance should request a Payroll Advance form from HR. They must:

- Indicate their reasons for filing the form.
- State the amount of money they want to receive in advance.
- Sign to accept this policy's terms.

This procedure must be followed:

1. Employees should submit the form to their Executive Director or their Supervisor, if the Executive Director is unavailable.
2. The Executive Director should first review the form. If they approve, they must sign the form and submit it to HR.
3. HR and the CFO or designee must also review the form and decide whether to grant the employee's request in consultation with the Executive Director. If they approve, HR must create an agreement form

for the pay advance and repayment terms taking any applicable taxes into account. This agreement must be signed by HR, the CFO or designee and the employee and include relevant dates.

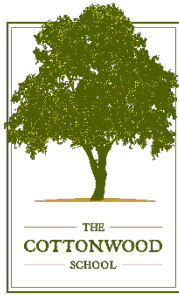
4. HR must forward the signed agreement to the accounting department. The accounting department will generally give employees their advance pay through check or bank transfer within a week, if possible, after receiving the form.

If the request is denied, the Executive Director must inform the employee.

The advance must be paid back within one year of the initial payment to the employee, subject to applicable law. If there is a problem with meeting the requirement then the employee must sign an agreement that moves them toward quickly meeting that requirement.

NOTICE TO BOARD

The Board must be informed by the Executive Director if an employee resigns prior to repaying their payroll advance.



Suicide Prevention Policy

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

California *Education Code (EC)* Section 215, as added by Assembly Bill 2246, (Chapter 642, Statutes of 2016) mandates that the Governing Board of any local educational agency (LEA) that serves pupils in grades seven to twelve, inclusive, adopt a policy on pupil suicide prevention, intervention, and postvention. The policy shall specifically address the needs of high-risk groups, including suicide awareness and prevention training for teachers, and ensure that a school employee acts within the authorization and scope of the employee's credential or license.

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

1. Explain the Purpose for The Suicide Prevention Policy
2. Identify Parental Involvement in Suicide Prevention
3. Outline Key Terms and Definitions of Suicide Prevention
4. Identify Risk Factors and Protective Factors
5. Outline the Warning Signs of Suicide
6. Outline How to Respond to the Warning Signs of Suicide
7. Explain Suicide Discussion/Communication for Parents and Children.
8. Outline the Process for Assessment and Referral
9. Outline the Process for Implementing the Policy
10. Provide Resources for Parents, Students, and Staff Members on Suicide Prevention

1. Purpose: The Cottonwood School recognizes that:

- a) physical, behavioral, and emotional health is an integral component of a student's educational outcome,
- b) further recognizes that suicide is a leading cause of death among young people,
- c) the has an ethical responsibility to take a proactive approach in preventing deaths by suicide, and

d) acknowledges the school's role in providing an environment which is sensitive to individual and societal factors that place youth at greater risk for suicide and one which helps to foster positive youth development.

In recognition of the need to protect the health, safety and welfare of its students, to promote healthy development, to safeguard against the threat or attempt of suicide among school aged youth, and to address barriers to learning, The Cottonwood School hereby adopts a policy, which corresponds with and supports other federal, state and local efforts to provide youth with prevention education, early identification and intervention, and access to all local resources to promote health and prevent personal harm or injury.

With the intention of creating a safe and nurturing educational entity that minimizes suicidal ideation in students, we also recognize our duty to protect the health, safety, and welfare of our students, and aim to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide. These safeguards include ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. Because the emotional wellness of students greatly impacts learning, motivation, and educational success, the current policy shall be paired with other policies that support the emotional and behavioral wellness of students. Our policy is based on research and best practices in suicide prevention, and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or "place the idea in someone's mind."

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

2. **Parental/Guardian Involvement:** Parents and guardians play a key role in youth emotional and behavioral health, including suicide prevention. This policy is meant to be used as a tool for parents/guardians to be informed and actively involved in decisions regarding a child's welfare. Parents/guardians who learn the warning signs and risk factors for suicide are better equipped to connect with professional help when necessary. The school encourages and advises parents/guardians to take every statement regarding suicide or personal harm seriously and avoid assuming that a child is simply seeking attention.

Parents and guardians can also contribute to factors and conditions that reduce vulnerability to suicidal and self-harming behavior, for vulnerable youth populations. Feeling accepted by parents or guardians is a critical protective factor for vulnerable youth populations. As educators, The Cottonwood School faculty and staff can help protect vulnerable youth populations by ensuring that parents and guardians have adequate resources regarding family acceptance and the essential role it plays in students' behavioral and emotional health.

- 3. Student Participation and Education:** The Cottonwood School along with its partners has carefully reviewed available student curricula to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Under the supervision of school-employed mental health professionals, and following consultation with county and community mental health agencies, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding the School's suicide prevention, intervention, and referral procedures.
- The content of the education shall include:
 - Coping strategies for dealing with stress and trauma;
 - How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
 - Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).

The Cottonwood School will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevent (e.g., Mental Health Awareness Weeks, Peer Counseling Programs, Freshman Success Programs).

3.4. Key Terms and Definitions:

- ***At Risk*** A student who is defined as high risk for suicide is one who has made a suicide attempt, has the intent to die by suicide, or has displayed a significant change in behavior suggesting the onset or deterioration of a mental health condition. The student may have thought about suicide including potential means of death and may have a plan. In addition, the student may exhibit feelings of isolation, hopelessness, helplessness, and the inability to tolerate any more pain. This situation would necessitate a referral, as documented in the following procedures.
- ***Crisis Team*** A multidisciplinary team of primarily administrative, mental health, safety professionals, and support staff whose primary focus is to address crisis preparedness, intervention/response, and recovery. These professionals have been specifically trained in crisis preparedness through recovery and take the leadership role in developing crisis plans, ensuring school staff can effectively execute various crisis protocols, and may provide mental health services for effective crisis interventions and recovery supports.

- **Mental Health** A state of mental and emotional being that can impact choices and actions that affect wellness. Mental health problems include mental and substance use disorders.
- **Postvention** Suicide postvention is a crisis intervention strategy designed to reduce the risk of suicide and suicide contagion, provide the support needed to help survivors cope with a suicide death, address the social stigma associated with suicide, and disseminate factual information after the suicide death of a member of the school community.
- **Risk Assessment** An evaluation of a student^[1]_{SEP} who may be at risk for suicide, conducted by the appropriate school staff (e.g., school psychologist or school counselor). This assessment is designed to elicit information regarding the student's intent to die by suicide, previous history of suicide attempts, presence of a suicide plan and its level of lethality and availability, presence of support systems, and level of hopelessness and helplessness, mental status, and other relevant risk factors.
- **Risk Factors for Suicide** Characteristics or conditions that increase the chance that a person may try to take his or her life. Suicide risk tends to be highest when someone has several risk factors at the same time. Risk factors may encompass biological, psychological, and or social factors in the individual, family, and environment.
- **Self-Harm** Behavior that is self-directed and deliberately results in injury or the potential for injury to oneself. Can be categorized as either non-suicidal or suicidal. Although self-harm often lacks suicidal intent, youth who engage in self-harm are more likely to attempt suicide.
- **Suicide** Death caused by self-directed injurious behavior with any intent to die as a result of the behavior. Note: The coroner's or medical examiner's office must first confirm that the death was a suicide before any school official may state this as the cause of death.
- **Suicide Attempt** A self-injurious behavior for which there is evidence that the person had at least some intent to kill himself or herself. A suicide attempt may result in death, injuries, or no injuries. A mixture of ambivalent feelings such as wish to die and desire to live is a common experience with most suicide attempts. Therefore, ambivalence is not a sign of a less serious or less dangerous suicide attempt.
- **Suicidal Behavior** Suicide attempts, intentional injury to self-associated with at least some level of intent, developing a plan or strategy for suicide, gathering the means for a suicide plan, or any other overt action or thought indicating intent to end one's life.
- **Suicide Contagion** The process by which suicidal behavior or a suicide influences an increase in the suicidal behaviors of others. Guilt, identification, and modeling are each thought to play a role in contagion. Although rare, suicide contagion can result in a cluster of suicides.
- **Suicidal Ideation** Thinking about, considering, or planning for self-injurious behavior which may result in death. A desire to be dead without a plan or intent to end one's life is still considered suicidal ideation and should be taken seriously.

4.5. Risk Factors and Protective Factors:

Risk Factors are characteristics or conditions that increase the chance that a person may try to take her or his life or participate in self-harming behaviors. These risks tend to be highest when someone has several risk factors at the same time.

The most frequently cited risk factors for suicide are:

1. Major depression (feeling down in a way that impacts your daily life) or bipolar disorder (severe mood swings)
2. Problems with alcohol or drugs
3. Unusual thoughts and behavior or confusion about reality
4. Personality traits that create a pattern of intense, unstable relationships or trouble with the law
5. Impulsivity and aggression, especially along with a mental disorder
6. Previous suicide attempt or family history of a suicide attempt or mental disorder
7. Serious medical condition and /or pain

It is important to bear in mind that the large majority of people with mental disorders or other suicide risk factors do not engage in suicidal behavior.

Protective Factors are characteristics or conditions that may help to decrease a person's risk of suicide or self-harming behaviors. While these factors do not eliminate the possibility of suicide, especially in someone with risk factors, they may help to reduce that risk. Protective factors for suicide have not been studied as thoroughly as risk factors, so less is known about them.

The most frequently cited protective factors of suicide include:

1. Receiving effective mental health care
2. Positive connections to family, peers, community, and social institutions such as marriage and religion that foster resilience
3. The skills and ability to solve problems

It is important for school districts to be aware of student populations that are at elevated risk of suicidal or self-harming behavior based on various factors:

1. Youth living with mental and/or substance use disorders. While the large majority of people with mental disorders do not engage in suicidal behavior, people with mental disorders account for more than 90 percent of deaths by suicide. Mental disorders, in particular depression or bipolar (manic-depressive) disorder, alcohol or substance abuse, schizophrenia and other psychotic disorders, borderline personality disorder, conduct disorders, and anxiety disorders are important risk factors for suicidal behavior among your people. The majority of people suffering from these mental disorders are not engaged in treatment, therefore school staff may play a pivotal role in recognizing and referring the student to treatment that may reduce risk.
2. Youth who engage in self-harm or have attempted suicide. Suicide risk among those who engage in self-harm is significantly higher than the general population. Whether

- or not they report suicidal intent, people who engage in self-harm are at elevated risk for dying by suicide within 10 years. Additionally, a previous suicide attempt is a known predictor of suicide death. Many adolescents who have attempted suicide do not receive necessary follow up care.
3. Youth in out-of-home settings. Youth involved in the juvenile justice or child welfare systems have a high prevalence of many risk factors of suicide. Young people involved in the juvenile justice system die by suicide at a rate about four times greater than the rate among youth in the general population. Though comprehensive suicide data on youth in foster care does not exist, one research found that youth in foster care were more than twice as likely to have considered suicide and almost four times more likely to have attempted suicide than their peers not in foster care.
 4. Youth experiencing homelessness. For youth experiencing homelessness, rates of suicide attempts are higher than those of the adolescent population in general. These young people also have higher rates of mood disorders, conduct disorders, and post-traumatic stress disorder.
 5. American Indian/Alaska Native youth. In 2009, the rate of suicide among American Indian / Alaska Native youth ages 15-19 was more than twice that of the general youth population. Risk factors that can affect this group include substance use, discrimination, lack of access to mental health care, and historical trauma.
 6. LGBTQ (lesbian, gay, bisexual, transgender, or questioning) youth. The CDC finds that LGBTQ youth are four times more likely, and questioning youth are three times more likely, to attempt suicide as their straight peers. The American Association of Suicidology reports that nearly half of young transgender people have seriously considered taking their lives and one quarter report having made suicide attempt. Suicidal behavior among LGBTQ youth can be related to experiences of discrimination, family rejections, harassment, bullying, violence and victimization. For those youth with baseline risk for suicide (especially those with a mental disorder), these experiences can place them at increased risk. It is these societal factors, in concert with other individual factors such as mental health history, and not the fact of being LGBTQ that will elevate the risk of suicidal behavior for LGBTQ youth.
 7. Youth bereaved by suicide. Studies show that those who have experience suicide loss, through the death of a friend or loved one, are at increased risk for suicide themselves.
 8. Youth living with medical conditions and disabilities. A number of physical conditions are associated with an elevated risk for suicidal behavior. Some of the conditions include chronic pain, loss of mobility, disfigurement, cognitive styles that make problem-solving a challenge, and other chronic limitations. Adolescents with asthma are more likely to report suicidal ideation and behavior than those without asthma. Additionally, studies show that suicide rates are significantly higher among people with certain types of disabilities, such as those with multiple sclerosis or spinal cord injuries.

5.6. Warning Signs of Suicide: It is vital to suicide prevention that individuals are equipped to recognize the warning signs of someone who is seriously contemplating suicide. Behaviors that may mean a person is at *immediate* risk for suicide and thus prompt you to take action right away include:

- Talking about wanting to die or to kill one's self

- Looking for a way to kill one's self, such as a new or sudden interest in buying a gun
- Talking about feeling hopeless or like there's no point in living or carrying on
- Unusual or unexpected visits or calls to family and friends to say "goodbye" as if they will not be seen again
- Sudden efforts to get one's affairs in order, e.g., making a will out of the blue or giving away prized possessions
- A sudden sense of calm and happiness; though this might sound contradictory, if an extremely depressed person suddenly seems calm or happy, this can mean the person has made a decision to commit suicide. *Do not assume a person expressing a desire to die is joking.* Ask if they are serious. And make sure to follow up. Someone might say they are only joking when in fact the "joke" is motivated by a sincere desire to die. Suicide is not a joking matter; do not treat it as such. Less immediate, but still concerning, warning signs of suicidal ideation include:
 - Feeling anxious or agitated
 - Sudden reckless behavior
 - Significant changes in sleep behavior (hardly sleeping, sleeping too much)
 - Withdrawing or isolating from others
 - Talking about feeling trapped
 - Talking about pain feeling unbearable
 - Talking about being a burden to others
 - Increased use/abuse of alcohol or drugs
 - Extreme mood swings

The above behaviors do not necessarily indicate suicidal ideation in and of themselves. However, when combined with other factors (like a recent, painful loss or public moment of humiliation), they should take on a new sense of urgency to intervene with help.

6.7. Responding to the Warning Signs: The most important thing you can do is *take the person seriously*. Do not judge them; do not make them feel bad; do not make a joke about it even if it makes you feel uncomfortable. Above all, do not assume the person is only seeking attention. That is not your judgment to make and you making it could be a life-threatening mistake. Be there, support them, and take immediate action. That immediate action should include, at the very minimum, the following:

- Talk to the person. Let them know you care about them.
- Listen without judging. This means you need to set aside whatever religious or theological beliefs you have about suicide in the abstract. This moment is about helping the human being in front of you who needs support.
- Try not to act/appear shocked. The person is already in distress; an overwhelming display of emotions on your part could only further distress them and make them feel they should not talk to you.
- Ask the person directly, “Are you thinking of ending your life?” or “Are you considering killing yourself?” Though it might make *you* uncomfortable, remember these four concrete questions: Suicidal? Method? Have what you need to follow through with plan? When?

The more information you know, the better you can help the suicidal person as well as the professionals that need to get involved. Also, asking these questions can help you determine how significant the risk. The more developed the person’s suicidal plan, the higher the risk. For example, if the person has a method and a time in mind, the risk is extremely high.

- If the person says, “No,” continue to be with the person and give support and stay in touch for the next few days, repeating the above process.
- If the person says, “Yes,” and has a plan and access to lethal means, do not leave the person alone. Get a professional involved. ***Immediately contact a local mental health professional, law enforcement, a local hospital emergency department, and/or the National Suicide Prevention Lifeline (1-800-273-8255).***
- Provide any relevant information you may have about the person to those who are managing the crisis.
- Keep in contact with the person after the crisis and provide ongoing care and support.
- Draw on other leaders and volunteers in your home and school community to provide support
- If a person ever asks you to keep their suicidal feelings or thoughts secret, refuse. The most loving response to someone feeling suicidal is getting them the help they need. A life is at risk. *If the risk of chronic/not immediate:* ^[L]_[SEP] Sometimes people may display warning signs of suicide or *feel* suicidal but not have any plans to actually commit

suicide. Their risk may be low, but their suicidal feelings or thoughts are still causing significant distress in their lives. Even though their risk of actually attempting suicide is low, you should still reach out and do your best to support them. Here are some ways you can do so:

- Ask them directly about their feelings and thoughts. You'd be surprised how willing some people are to talk about their suicidal urges. It might even be a relief for them to have someone to talk to about those urges. The Help Guide gives the following suggestions for starting such a conversation:
 - Help Guide, "Suicide Prevention: How to Help Someone who is Suicidal," <http://www.helpguide.org/articles/suicide-prevention/suicide-prevention-helping-someone-who-is-suicidal>
 - *Ways to start a conversation about suicide:* I have been feeling concerned about you lately. Recently, I have noticed some differences in you and wondered how you are doing. I wanted to check in with you because you haven't seemed yourself lately.
 - *Questions you can ask:* When did you begin feeling like this? Did something happen that made you start feeling this way? How can I best support you right now? Have you thought about getting help?
 - *What you can say that helps:* You are not alone in this. I'm here for you. You may not believe it now, but the way you're feeling will change. I may not be able to understand exactly how you feel, but I care about you and want to help. When you want to give up, tell yourself you will hold off for just one more day, hour, minute—whatever you can manage.

Educate yourself about suicide. Study more about suicide, its causes, and how to show love to someone who struggles with it.

Do not talk about suicidal people as if they are "crazy" or "insane." Use words that will not make them feel like isolating themselves even more. Most suicidal people are not clinically psychotic. They might be grief-stricken or depressed, but do not make them feel like they should be locked up in an asylum.

Help the person find professional assistance. Offer to help them find a counselor or therapist; offer to help fill out forms for applying to your county or state's mental health care system.

Encourage positive lifestyle changes, such as exercising more. Start small: for example, invite the person to go for a walk or hiking with you on the weekend.

Help the person make a safety plan. Help the person develop a set of concrete and specific steps they promise to follow if they feel particularly suicidal. The plan should include things they promise to avoid (alcohol, drugs, etc.) and things they promise to do instead (call you, call another friend or therapist, etc.).

If necessary, have the person temporarily give you anything that they could use to commit suicide, such as unneeded, extra medications, razors, knives, etc.

Continue to stay in touch and support the person over the long-term. Repeat the above steps as needed.

7.8. For Parents- Suicide Discussion/Communication: Talking to your Children: *Here are some suggestions to help you with introducing the subject:*

- **Be courageous:** There is no shame in admitting that suicide is a scary issue. As parents, you probably want to protect your kids from all sorts of scary things. But you also have an obligation to teach them how to face reality and equip them to deal with all the scary things reality can bring. Here's the truth: your kids are going to learn about suicide one way or another. So would you rather that they learn about it from the media or a friend who suddenly kills himself, or would you rather that you have the opportunity to educate them in advance? So face those fears and dive right in.
- **Pick a time where you can have an uninterrupted conversation:** Start the conversation when you have the best chance of having your child's attention. A car ride, for example, ensures that your child will have fewer distractions than at home with the TV on. While you want to make sure your child gives you their attention, also make sure they don't feel trapped. Remember: if talking about suicide makes *you* uncomfortable, it can also make your child feel uncomfortable. So make sure you not only have their attention, but that you do so in an environment that feels non-threatening and open.
- **Plan in advance:** Think about what you want to say and make sure you have the right information to talk to your child accurately and helpfully about suicide. Make notes or plan a script if you want.
- **Tailor the conversation to your child's age:** When talking about suicide (or any big, serious topic, for that matter), make sure that you keep the conversation at a level that is appropriate for that child's developmental level. For younger children, your descriptions can be shorter and simpler. For older children, give longer and more detailed answers. Additionally, older children will likely have many questions. If you don't know the answer to a question, don't be afraid to say that. You can make it into a learning experience and research the answer with your child together. That's much better than inaccurate or misleading information.
- **Explain suicide in a way that dispels common myths:** Let your children know not only the facts about suicide, but also what depression is and how it can make people

feel suicide is their only escape. Let them know that suicide is never a necessity and that there is always hope. Let them know that they are not bad if they feel sad or upset and that it's ok to tell you if they do feel this way. Make sure they feel safe in your home and that they do not have to pretend to always be happy. Let them know you will not judge them if they are feeling down and that you love them no matter how happy or sad they are.

- **Encourage them to talk to trusted adults:** Let your kids know that they can talk to you if they are feeling depressed or suicidal. Or let them know that if they ever feel uncomfortable talking to you about depression or suicide, that they can always talk to another trusted family member or adult in your community. The important thing is that they do not hold their feelings inside until they become so unbearable they feel like they are going to explode.
- **Let your child speak:** Ask your child what *they* think about the topic. Just be direct, e.g., “Have you thought about suicide? What do you think about it? Do your friends think about it? Do you know who you can talk to if you’re feeling these feelings?”
- **Listen to your child:** If you ask your child what they think, make sure to be silent and give them the space to talk. If they say something that is inaccurate or that worries you, definitely be honest but do not interrupt them. Wait until they are done, affirm that you heard what they said and appreciate that they shared their thoughts with you, and *then* address whatever issues you feel need to be corrected.
- **Seeking Assistance:** There are differing situations where your child’s distress may become apparent. Your child may reveal their suicidal thoughts to you, a friend, or a trusted adult. Whoever becomes aware of your child’s distress must immediately seek assistance. In seeking assistance, your child’s safety is the first consideration. The child should **never** be left alone during this crisis. If your child has a physician or therapist, call to alert them of the situation.

For the Child/ Student: School can be an exciting time, filled with new experiences, but at times you might feel as though it is more of a struggle. This information is meant to help you as you work through a tough time.

Life can be stressful. Between the friend drama, packed schedules, classes, clubs, relationships, sports, jobs, parental expectations, figuring out who you are, uncertainty over things, and not getting enough sleep, life can occasionally get you down and feel overwhelming. That is normal.

What is not normal is struggling through each day, feeling like things will only get worse. Maybe you feel like you have lost control, that nothing matters, or that you are alone. These feelings may indicate a condition that requires professional help, such as depression, anxiety or other mental health conditions.

Not everyone experiences mental health conditions in the same way, but **everyone struggling with their mental health deserves help**. Depression is among the most common conditions experienced. It is a complex medical illness that significantly interferes with an individual's ability to function, enjoy life, and feel like themselves.

A number of factors may contribute to a person becoming depressed; genetic predisposition and stressful life events can certainly play a role, but sometimes depression can occur without an obvious cause. This means that **anyone can become depressed**, even those who seemingly have every reason to be happy.

Depression commonly affects your thoughts, your emotions, your behaviors, and your overall physical health. Experiencing any one of these symptoms on its own does not constitute depression; a diagnosis of depression requires several of these symptoms to occur for at least two weeks. Here are some of the most common symptoms that point to the presence of depression:

- **Feelings:**
 - Sadness
 - Hopelessness
 - Guilt
 - Moodiness
 - Angry outbursts
 - Loss of interest in friends, family, and favorite activities
- **Thoughts:**
 - Trouble concentrating
 - Difficulty making decisions
 - Trouble remembering
 - Thoughts of harming oneself
 - Delusions and/or hallucinations can also occur in cases of severe depression
- **Behaviors:**
 - Withdrawing from people
 - Substance abuse

- Missing work, school, or other commitments
- Attempts to harm oneself (e.g., cutting)
- **Physical/Somatic Problems:**
 - Tiredness or lack of energy
 - Unexplained aches and pains
 - Changes in appetite
 - Weight loss or gain
 - Changes in sleep – sleeping too little or too much

If you are experiencing symptoms of depression, it is important to **talk to a trusted adult** (parent, teacher, counselor, coach, or clergy) or doctor so that you can get the help you need. **Depression does not go away on its own, but with the appropriate help it can be treated.** Studies show that more than 80% of people with depression can feel better with talk therapy (counseling) and/or medication. Maybe you have noticed that your friend has not been acting like themselves lately and you are worried about whether or not they are really “fine” after all. If you think a friend may be depressed, show them you care by reaching out. Give yourself time to talk in a private, comfortable place. Honestly share what you have noticed (changes in behavior, things they have said or done) and ask them how they are feeling. Let them know that you are asking them because you care, because you want them to feel better, and because there is help. Let them know that there is hope and help available, and support them to get the help they need. If you don’t feel comfortable asking your friend, share your concerns with a trusted adult who can. Talking about mental health can be difficult, but reaching out and getting help for depression is one of the most courageous, important things you can do for yourself or for a friend. **It might even save a life.**

- Resources at home or outside school:
 - Talk to a parent or older relative
 - Call your pediatrician or physician
 - Talk to a trusted adult, teacher, or guidance counselor
 - National Suicide Prevention Lifeline: 800-273-8255
 - If someone is in immediate danger, **call 911. *Getting help does not mean that you have failed, it demonstrates courage, hope, and means you’ve allowed others to show they care.***

8.9. Assessment and Referral: When a student is identified by a staff person as potentially suicidal, e.g., verbalizes about suicide, presents overt risk factors such as agitation or

intoxication, the act of self-harm occurs, or a student self-refers, the student will be seen by a school employed mental health professional within the same school day to assess risk and facilitate referral. If there is no mental health professional available, a school nurse or administrator will fill this role until a mental health professional can be brought in.

- School staff will continuously supervise the student to ensure their safety.
- The designated mental health and suicide prevention coordinator (s) will be made aware of the situation as soon as reasonably possible.
- The mental health professional/coordinator will contact the student's parent or guardian, and will assist the family with urgent referral. When appropriate, this may include calling emergency services or bringing the student to the local hospital emergency department, but in most cases will involve setting up an outpatient mental health or primary care appointment and communicating the reason for referral to the healthcare provider.
- Staff will ask the student's parent or guardian for written permission to discuss the student's health with outside care, if appropriate.

Protecting the health and well-being of all students is of utmost importance. A suicide prevention policy serves to assist and protect all students through the following steps:

- Students should be made aware of and informed about recognizing and responding to warning signs of suicide in peers and friends, using coping skills, using support systems, and seeking help for themselves and friends.
- The Cottonwood School will designate a suicide prevention coordinator to serve as a point of contact for students in crisis and to refer students to appropriate resources.
- When a student is identified as being at risk, they will be assessed by a school employed mental health professional who will work with the parents, staff, and student, and help connect them to appropriate local resources.
- Students will have access to national resources which they can contact for additional support.
- All students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell an adult (e.g., teacher, parent) if they, or someone they know, is feeling suicidal or in need of help.

- Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.
- If the student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.
- A referral process should be prominently disseminated to all staff members with access to students, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.
- The Executive Director shall establish crisis intervention procedures to ensure student safety and appropriate communications if a suicide occurs or an attempt is made by a student or adult on campus or at a school-sponsored activity.
- The referral process shall be prominently disseminated to all parents/guardians/caregivers so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.

Coping Skills/Healthy Behaviors: These are positive actions and behaviors that a student engages in to help them through their struggles on a daily basis. Some coping strategies include activities that students can do in order to regulate his/her emotions; ask the student for input, and teach him/her additional strategies if necessary. Strategies may include: *slow breathing, yoga, play basketball, draw, write in journal, take a break from school activities to drink water, listen to music.*

Places I Feel Safe: These are places that the student feels most comfortable. It should be a safe, healthy, and generally supportive environment. This can be a physical location, an imaginary happy place, or in the presence of safe people. Help students identify a physical and/or emotional state of being. Places may include: *my being with my friends, youth group at church, imagining I am on a beach watching the waves.*

School Support: Any school staff member or administrator can check in with a student regularly (regardless of whether or not the student seeks out help). Notify student's teacher(s) and request monitoring and supervision of the student (keeping in mind not to share confidential information).

Adult Support: It is important that a student also feel connected with healthy adults at home or in their community. The student should trust these adults and feel comfortable asking for help during a crisis. Identify how student will communicate with these individuals and include a phone number. Some adults may include: *family (e.g., grandparent, aunt, uncle, adult sister); clergy (e.g. youth pastor); or neighbor.*

9.10. Prevention: School Policy Implementation: A suicide prevention coordinator shall be designated by The Cottonwood School Administration. This may be an existing staff person,

such as a School Counselor or School Psychologist. The suicide prevention coordinator will be responsible for planning and coordinating implementation of suicide prevention for the school.

The school suicide prevention coordinator will act as a point of contact in the school for issues relating to suicide prevention and policy implementation. All staff members shall report students they believe to be at elevated risk for suicide to the school mental health/suicide prevention coordinator.

Providing a safe, positive, and welcoming school climate; and ensuring that students have trusting relationships with adults serves as the foundation for effective suicide prevention efforts. Bullying and suicide-related behaviors have a number of shared risk factors including mental health challenges (e.g., depression, hopelessness, and substance use/abuse). Youth who report frequently bullying others and those who report being frequently bullied are at increased risk for suicidal thoughts and behavior. Bully-victims (those who report both bullying others and being bullied) are at the highest risk for suicidal thoughts and behaviors. Keep in mind the relationship between bullying and suicide is more complex and less direct than it might appear. While bullying may be a precipitating event, there are often many other contributing factors, including underlying mental illness.

Prevention efforts should also address non-suicidal self-injury (NSSI or "cutting"). While the behavior is typically not associated with suicidal thinking, it is a red flag that someone is distressed and does increase the risk for suicidal thinking and behaviors. It is important that school staff learn to recognize the signs of NSSI, including cuts, burns, scratches, scabs, and scrapes, especially those that are recurrent and if explanations for the injuries are not credible. Suicide risk assessment should always be a part of intervention with the student who displays NSSI.

Staff Professional Development: All staff will receive annual professional development on risk factors, warning signs, protective factors, response procedures, referrals, postvention, and resources regarding youth suicide prevention. The professional development will include additional information regarding groups of students at elevated risk for suicide, including those living with mental and/or substance use disorders, those who engage in self-harm or have attempted suicide, those in out-of-home settings, those experiencing homelessness, American Indian/Alaska Native student, LGBTQ students, students bereaved by suicide and those with medical conditions or certain types of disabilities. Additional professional development in risk assessment and crisis intervention will be provided to school employed mental health professionals and school nurses.

Identification and Intervention: Early identification and intervention are critical to preventing suicidal behavior. When a parent/caregiver or school staff become aware of a student exhibiting potential suicidal behavior, they should immediately and contact a member of the school's crisis response team for a suicide risk assessment and support. If the appropriate staff is not available, 911 should be called. Typically, it is best to inform the student what you are going to do every step of the way. Under no circumstances should the student be left alone (even in a bathroom/ restroom). Reassure and supervise the student until a 24/7 caregiving

resource (e.g., mental health professional or law enforcement representative) can assume responsibility.

Designated members of the school crisis team should conduct a suicide risk assessment.

The purpose of the assessment is to determine the level of risk and to identify the most appropriate actions to ensure the immediate and long-term safety and well-being of the student. This should be done by a team that includes a school-employed mental health professional.

Caregiver notification is a vital part of suicide prevention. The appropriate caregiver(s) must always be contacted when signs of suicidal thinking and behavior are observed. Typically, this is the student's parent(s); however, when child abuse is suspected protective services should be contacted. Even if a child is judged to be at low risk for suicidal behavior, schools may ask caregivers to sign a form to indicate that relevant information has been provided. Regardless, all caregiver notifications must be documented. Caregivers also provide critical information in determining level of risk. Whether a student is in imminent danger or not, it is strongly recommended that lethal means are (e.g., guns, poisons, medications, and sharp objects) are removed or made inaccessible.

Refer to community services if warranted. Referral options to 24-hour community-based services should be identified in advance. It is best to obtain a release from the primary caregiver to facilitate the sharing of information between the school and community agency.

Help the parent/caregiver and/or school staff to develop with the student a safety plan.

Helping the student to develop a written list of coping strategies and sources of support that can be of assistance when he or she is having thoughts of suicide (e.g., a safety plan) is recommended. Suicide prevention hotlines (e.g., 800-273-TALK) and the app MY3 (my3app.org) can be helpful elements of such a plan.

Schools are legally responsible for documenting every step in the assessment and intervention process. A documentation form for support personnel and crisis response team members should be developed to record all suicide intervention actions and caregiver communication. Student information must be kept confidential but there are exceptions to FERPA when safety is of concern. Staff responsible for the safety and welfare of the student should be provided with the information necessary to work with the student and preserve the safety. School staff members do not need clinical information about the student or a detailed history of his or her suicidal risk or behavior. Discussion among staff should be restricted to the student's treatment and support needs.

Keep tabs on the rumor mill (including social media). If you hear or see something credible, refer the student to a school-employed mental health professional or crisis response team member. At the same time, gossip about particular incidents and students should also be discouraged.

Please Remember:

If it seems that an individual is in immediate danger of hurting himself or herself: Take the person to a hospital Emergency Room to be evaluated by a health professional.

If the person refuses help: Call 9-1-1 for police evaluation of the individual. If the person is a danger to self or others, the officer can transport the person to a hospital where he or she may be held.

Postvention. Following a suicide, school communities must strike a delicate balance. Students should have an opportunity to grieve, but in a way that does not glorify, romanticize or sensationalize suicide, which may increase suicide risk for other students.



Confirm facts. Confirm the facts related to the death with the family and/or police. Inform other schools in the district with students related or close to the deceased. Contact the family to offer condolences, ask what the school can do to help, offer resources, and to discuss communication with the school community. Protect and gather the personal effects of the deceased for the family and/or the police. Pay close attention to other students (and staff) who may also be at risk of suicidal behavior.

Resources needed. In some situations, schools may have adequate resources to handle the aftermath of a suicide. However, it is critical that schools assess the impact of the suicide on the school community to determine the level of postvention support needed. Factors to consider include how well known the student was, if the suicide was public (e.g., occurred at a school event), and/or if the deceased had shared his/her suicidal intentions with others (particularly to large numbers of other students via social media). These factors generally increase the impact and thus the potential postvention needs of members of the school community.

Contagion. Suicide contagion occurs when suicidal behavior is imitated. The effect is strongest among adolescents: they appear to be more susceptible to imitative suicide than adults, largely because they may identify more readily with the behavior and qualities of their peers. Guilt, identification, and modeling are each thought to play a role in contagion. Sometimes suicide contagion can result in a cluster of suicides. Studies indicate that 1-5% of all suicides within this age group are due to contagion (100-200 teenage cluster suicides per year).

Suicide postvention strategies designed to minimize contagion include avoiding sensationalism or giving unnecessary attention to the suicide, avoiding glorifying or vilifying of suicide victims, and minimizing the amount of detail about the suicide shared with students.

If there appears to be contagion, school administrators should consider taking additional steps beyond the basic crisis response, including stepping up efforts to identify other students who may be at heightened risk of suicide, collaborating with community partners in a coordinated suicide prevention effort, and possibly bringing in outside experts.

Memorials. Memorials in particular run the risk of glamorizing suicide and should thus be implemented with great care. Living memorials are recommended such as making donations to a local crisis center, participating in an event that raises awareness about suicide prevention, or providing opportunities for service activities in the school that emphasize the importance of student's taking care of each other.

Care for the caregiver. It is important that administrators and crisis team members not underestimate the potential impact that a suicide can have on school staff members. School leaders should promote a culture in which both the students and the adults in the building feel comfortable asking for help and/or to take a break. Providing contact information and encouraging staff to meet their own mental health needs is an important first step in ensuring that staff are adequately supported.

Grief. Understanding the nature of grief can help us better cope with loss. Grief is a natural, healthy process that enables us to recover from terrible emotional wounds. Grief can affect our thinking, behavior, emotions, relationships, and health. People may experience sleeplessness, exhaustion, indigestion, lack of appetite, or memory lapses. Recognizing that these are common reactions to grief can help us minimize them by reaching out to friends, or joining a community support group.

The journey through grief has four phases:

- **Shock – In the days and weeks immediately following a devastating loss, common feelings include numbness and unreality, like being trapped in a bad dream.**
- **Reality – As the fact of the loss takes hold, deep sorrow sets in, accompanied by weeping and other forms of emotional release. Loneliness and depression may also occur.**
- **Reaction – Anger, brought on by feelings of abandonment and helplessness, may be directed toward family, friends, doctors, and the one who died or deserted us. Other typical feelings include listlessness, apathy, and guilt over perceived failures or unresolved personal issues.**
- **Recovery – Finally, there is a gradual, almost imperceptible return to normalcy. This is a time of adjustment to the new circumstances in life.**

These phases vary in duration for each person, so the school should not impose a timetable upon anyone. Some people need a year or two, while others may take less time. Holidays, anniversaries, and birthdays can trigger intense grief, especially the first year. Everyone grieves differently – depending on personality, religious beliefs, maturity, emotional stability, and cultural traditions.

The following steps should be implemented after a **mental health crisis** has happened:

- **Treat every threat with seriousness and approach with a calm manner, make the student a priority;**
- **Listen actively and non-judgmental to the student. Let the student express his or her feelings;**

- Acknowledge the feelings and do not argue with the student;
- Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress;
- Keep close contact with the parents/guardians/caregivers and mental health professionals working with the student.

The following steps shall be implemented upon **re-entry to school after a suicide attempt**:

- Obtain a written release of information signed by parents/guardians/caregivers and providers;
- Confer with student and parents/guardians/caregivers about any specific requests on how to handle the situation;
- Inform the student's teachers about possible days of absences;
- Allow accommodations for student to make up work (be understanding that missed assignments may add stress to student);
- Mental health professionals or trusted staff members should maintain ongoing contact to monitor student's actions and mood;
- Work with parents/guardians/caregivers to involve the student in an aftercare plan.

10.11. Resources for Parents, Students and Staff Members on Suicide Prevention:

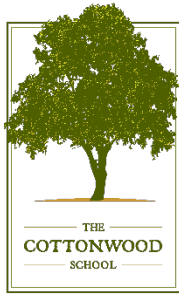
- **Parents as Partners: A Suicide Prevention Guide for Parents** is a booklet that contains useful information for parents/guardians/caregivers who are concerned that their children may be at risk for suicide. It is available from Suicide Awareness Voices of Education (SAVE). See the SAVE Web page at <https://www.save.org/product/parents-as-partners/>
- **Sources of Strength:** <https://sourcesofstrength.org>
- **Know the Signs:** <http://www.suicideispreventable.org>
- **National Mental Health and Suicide Support Services:** The following are just a few places you can access listings for local mental health services in your area. Please call or visit their websites for details.
- **National Suicide Prevention Lifeline:** 1 (800) 273-TALK (800-273-8255)
- **Mental Health America (MHA):** www.mentalhealthamerica.net 1-800-969-6642

- **Mental Health Services Locator:** www.mentalhealth.samhsa.gov/databases
- **American Foundation for Suicide Prevention** www.afsp.org
- **American Association for Suicide Prevention** www.suicidology.org
- **Center for Disease Control & Prevention** www.cdc.gov/ViolencePrevention/suicide
- **Healthy Place** - www.healthyplace.com
- **Jed Foundation** - www.jedfoundation.org
- **National Federation of Families for Children's Mental Health** www.ffcmh.org
- **National Alliance on Mental Illness (NAMI)** www.nami.org 1-800-950-NAMI (6264)
- **The Trevor Lifeline** - www.thetrevorproject.org 1-866-488-7386
- **National Institute of Mental Health (NIMH)** - www.nimh.nih.gov
- **Strength of US-** www.strengthofus.org
- **Substance Abuse and Mental Health Services Administration (SAMHSA)** www.samhsa.gov/prevention/suicide.aspx
- **Suicide Awareness Voices of Education (SAVE)** www.save.org
- **Suicide Prevention Action Network USA** - www.spanusa.org
- **Suicide Prevention Resource Center (SPRC)** - www.sprc.org

Book Resources for Parents: Mental Health and Resilience

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- Rapee, Ronald et al. Helping your anxious child: A step by step guide. 2000.
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- Beverly Cobain and Jean Larch, *Dying to Be Free: A Healing Guide for Families after a Suicide*
- Linda H. Kilburn, *Reaching Out After Suicide: What's Helpful and What's Not*
- Judith Herman, *Trauma and Recovery: The Aftermath of Violence—from Domestic Abuse to Political Terror*
- Laura Van Dernoot Lipsky and Connie Burk, *Trauma Stewardship: An Everyday Guide to Caring for Self While Caring for Others*
- Pema Chodron, *The Places that Scare You: A Guide to Fearlessness in Difficult Times*
- Pete Walker, *The Tao of fully feeling: Harvesting forgiveness out of blame.*
- Peter A. Levine, *Waking the Tiger: Healing Trauma*



Work Sample Policy

The Cottonwood School offers an independent study option to meet the needs of pupils enrolled in the charter school; and as such, teachers much collect work samples from students to ensure that all students meet the State student academic achievement standards. This policy ensures student work samples contain the information necessary to document the student's learning progress

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

1. Provide an overview for the Work Sample Policy
2. Explain the requirements of an Acceptable Work Sample
3. Identify criteria for Non-Compliant Work Samples

1. Overview: As an independent study program, The Cottonwood School is required to collect work samples from each of its students as a condition of apportionment. Work samples allow the student's supervising teacher to determine the time value of the completed student work. Work samples are turned in to the student's supervising teacher in accordance with the student's Master Agreement.

2. Procedures: Work samples must contain the following information:

1. Student's First Name and Last Name (nicknames are okay)
2. Date that the work was completed, including the year. The work sample must be the student's original work. If anything is changed on the original work sample, the student must initial such changes. All initialed changes mean that the student made the changes, not the parent/guardian/caretaker or teacher.

The supervising teacher must verify the work sample includes the following:

1. Homeschool teacher's name
2. Student's full name
3. Course name (must match the Master Agreement)
4. Date the student completed the sample
5. Date the teacher reviewed the material
6. HST grade

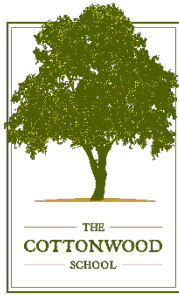
3. Acceptable Work Sample Criteria:

- Original or scanned PDF version

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

4. Non-Compliant Work Samples Include:

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



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.

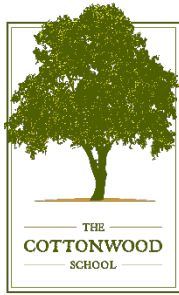
The purpose of The Cottonwood School Governing Board approving this Kindergarten and Transitional Kindergarten Policy is to accomplish the following:

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.

For the 2020-21 school year only, students that are siblings of currently enrolled students must be five years old between September 2nd and February 28 to qualify for transitional kindergarten, subject to the conditions identified below. For the 2020-21 school year, all other

students must be five years old between September 2nd and December 2nd to qualify for transitional kindergarten, subject to the conditions identified below. For the 2021-22 school year and beyond, all students must be five years old between September 2nd and December 2nd to qualify for transitional 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 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.



Homeless Education Policy

The Cottonwood School is committed to ensuring that homeless students are provided equal access to the same free, appropriate public education provided to other children and youth. Homeless 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. Homeless students will not be stigmatized or segregated in a separate school or program based on the student's status as homeless.

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

1. Define Homeless Children and Youth
2. Identify the Homeless Liaison's Responsibilities
3. Explain the Requirements for Enrollment of Homeless Children and Youth
4. Identify Enrollment Disputes and the Dispute Resolution Process
5. Outline Transportation Options
6. Define Comparable Education Services for Homeless Children and Youth
7. Describe Coursework and Graduation Requirements

1. Definitions:

- ***Homeless children and youths*** means individuals who lack a fixed, regular and adequate nighttime residence and includes 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 (not including mobile home parks), or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
 - Who have a primary nighttime residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings;
 - Who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;
 - Who are migratory children who qualify as homeless for purposes of this part because the children are living in circumstances described above.

- *Unaccompanied youth* includes a youth not in the physical custody of a parent or guardian.
- *The Charter School is the school of origin* when the student attended the Charter School when permanently housed or was last **admitted** ~~enrolled~~ when the student became homeless. The Charter School will not be considered the school of origin when it is contrary to the wishes of a student's parent(s) or guardian(s), or is not in the best interest of the student.

In determining the best interest of the child or youth, the School shall:

- Presume that keeping the child or youth in the school of origin is in the best interest of the child or youth, less it is contrary to the request of the child's or youth's parent or guardian, or unaccompanied youth;
- Consider student-centered factors related to the child's or youth's best interest, including factors related to the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child's or youth's parent or guardian or unaccompanied youth;
- If, after conducting the best interest determination based on consideration of the presumption identified above and the student-centered factors identified above, the School determines that it is not in the child's or youth's best interest to attend the School, the School shall provide the child's or youth's parent or guardian or the unaccompanied youth with a written explanation of the reasons for its determination, in a manner and form understandable to such parent, guardian, or unaccompanied youth, including information regarding the right to appeal; and
- In the case of an unaccompanied youth, ensure that the School liaison assists in placement or ~~enrollment~~ **admission** decisions, gives priority to the views of such unaccompanied youth and provides notice to such youth of the right to appeal.

A child or youth or unaccompanied youth shall be considered homeless for as long as he/she is in a living situation described above.

2. Homeless Liaison Responsibilities: The Charter School's homeless liaison is required to do all of the following:

- Ensure that homeless children and youths are identified by school personnel through outreach and coordination activities with other entities and agencies;
- Ensure that homeless children and youth ~~enroll~~ **are admitted** in, and have a full and equal opportunity to succeed in the School;
- Ensure that homeless children and youths have access to and receive educational services for which such families, children, and youth are eligible, including referrals to

health care services, dental services, mental health and substance abuse services, housing services and other appropriate services;

- Ensure that the parents or guardians of homeless children and youths are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
- Ensure that **enrollment admission** disputes are mediated in accordance with the dispute resolution process outlined below;
- Ensure that public notice of the educational rights of homeless children and youths is disseminated in locations frequented by parents or guardians, including schools, shelters, public libraries and soup kitchens, in a manner and form understandable to the parents and guardians of homeless children and youths, and unaccompanied youths;
- Ensure that school personnel providing services participate in professional development and other technical support as determined appropriate by the State Coordinator;
- Ensure that unaccompanied youths 1) are **enrolled admitted to in** school; 2) have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth, including implementation of procedures to identify and remove barriers that prevent youths from receiving appropriate credit for full or partial coursework satisfactorily completed while attending a prior school; and 3) are informed of their status as independent students and that the youths may obtain assistance from the liaison to receive verification of such status for purposes of the Free Application for Federal Student Aid.

3. Enrollment Admission: All homeless students are required to follow the school's process for **enrolling admitting** students, including filling out and submitting the school's enrollment packet on time. As with all students, **enrollment admission** depends upon availability. In the event of an oversubscription in a grade, homeless students will participate in the lottery as with any other student. **As used in this policy, admission means attending classes and participating fully in school activities.**

If the homeless student seeking **admission to-enroll** is unable to produce records normally required for admission **enrollment**, such as previous academic records, medical records, proof of residency or other documentation, this will not serve as a basis for non-**enrollment** admission. Provided that the **enrollment** admission process has been followed in all other respects, a homeless student will be **enrolled** admitted in the School despite the missing paperwork. Upon **enrollment** admission, the School will contact the school last attended by the students to obtain relevant academic and other records.

If the student needs to obtain immunizations, or immunization or medical records, the School will immediately refer the parent or guardian of the student, or the unaccompanied youth, to

the Homeless Liaison, who shall assist in obtaining necessary immunizations, or immunization or medical records.

A homeless student shall be allowed to continue his or her education in the school of origin through the duration of homelessness. If the homeless student's status changes before the end of the academic year so that the student is no longer homeless, either of the following apply: 1) If the homeless student is in high school, the School (if it the school of origin) shall allow the formerly homeless student to continue that student's education in the School through graduation; 2) If the homeless student is in kindergarten or any of grades 1 to 8, inclusive the School (if it is the school of origin) shall allow the formerly homeless student to continue that student's education in the School through the duration of the academic school year.

4. **Enrollment Admission Disputes and the Dispute Resolution Process:** If a dispute arises over ~~enrollment~~ admission in the Charter School of a homeless student, the student will be immediately enrolled to the Charter School in which ~~enrollment~~ admission is sought, pending resolution of the dispute. ~~"Enrolled" means attending classes and participating fully in school activities.~~

The Charter School will refer the student and/or his/her parents or guardians to the Homeless Liaison, who will carry out the dispute resolution in accordance with the process set forth below, as expeditiously as possible after receiving notice of the dispute. In the case of an unaccompanied youth, the Homeless Liaison will ensure that the youth is immediately ~~enrolled~~ **admitted** in school pending resolution of the dispute.

Parents, guardians and unaccompanied youth may provide written or oral documentation to support their positions about ~~enrollment admission~~ and may seek assistance of social services, advocates, and/or service providers in the dispute process.

The Charter School will provide the parent or guardian of the student with a written explanation of the Charter School's decision regarding ~~enrollment admission~~, including the rights of the parent, guardian or unaccompanied youth's appeal the decision. The written explanation will be complete, as brief as possible, simply stated and provided in a language that the parent, guardian or unaccompanied youth can understand.

If the dispute remains unresolved at the Charter School level or is appealed, then the Charter School Homeless Liaison will forward all written documentation and related paperwork to the homeless liaison at the county office of education (COE). The COE's homeless liaison will review these materials and determine the school selection or ~~enrollment admission~~ decision within five (5) working days of receipt of the materials. The COE homeless liaison will notify the Charter School and parent/guardian/unaccompanied youth of the decision.

If the dispute remains unresolved at the COE level or is appealed to the State, then the COE homeless liaison will forward all written documentation and related paperwork to the State Homeless Coordinator. Upon review, the CDE will notify the parent/guardian/unaccompanied

youth of the decision relating ~~enrollment~~ admission in the Charter School within ten working days of receipt of the materials.

5. **Transportation:** The Charter School will provide or arrange for transportation of a homeless student, at the request of the parent, guardian or Homeless Liaison, to the Charter School when the Charter School is the school of origin. If the student begins living in an area served by another local educational agency while continuing his/her education at the Charter School, the Charter School will contact that local educational agency to agree upon a method to apportion the responsibility and costs for providing the student with transportation to and from the Charter School.
6. **Comparable Education Services:** Each homeless student will be provided access to services comparable to services offered to other students in the Charter School, including but not limited to the following:
 - Educational services for which the homeless student meets federal, state and local program eligibility criteria
 - Programs in career and technical education
7. **Coursework and Graduation Requirements:** The School shall accept coursework satisfactorily completed by a homeless student while attending another public school, a juvenile courts 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 homeless student full or partial credit for the 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 School shall not require a homeless student to retake a course if the student has satisfactorily completed the entire course in a prior school. If the student did not complete the entire course, the School shall not require the pupil to retake the portion of the course the student completed unless the School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be admitted in the same or equivalent course, if applicable, so the student may continue and complete the entire course.

A homeless student 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 homeless student who transfers between schools any time after the completion of the pupil'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 homeless 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 homeless student is in the third or 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 homeless 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 homeless 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 homeless, if the student otherwise qualifies for the exemption.

A homeless 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 homeless 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 homeless 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 homeless 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.

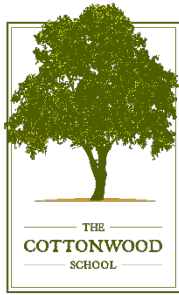
If a homeless student is exempted from local graduation requirements, the School shall not revoke the exemption.

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

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

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

*This policy was adapted from the Charter School Development Center- Homeless Youth Policy.



Field Trip Policy

The Governing Board of The Cottonwood School recognizes that school-sponsored trips are an important component of a student's development. These types of trips supplement and enrich the homeschooling and classroom learning experience. In addition, field trips encourage new interests among students, make them more aware of community resources, and help them relate their school experiences to the outside world. School-sponsored field trips may be conducted in connection with The Cottonwood School's course of study or school-related social, educational, cultural, athletic, school band activities or other extracurricular or cocurricular activities.

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

1. Outline the Requirements for a Field Trip
2. Explain Supervision, Chaperone and Guest Policies
3. Explain Accommodation Options for Special Education Students
4. Identify Student and Family Responsibility While Attending Field Trips
5. Identify Transportation Options for Field Trip Attendance

- 1. Requirements for a Field Trip:** No field trips may be made to locations, activities, or programs where students will be treated unfairly based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status, equal rights, and opportunities in the educational institutions of the state.

School-sponsored trips are those that are single-day, community based or those that are specifically approved by the Governing Board of The Cottonwood School (such as multi-day trips, or those costing the The Cottonwood School in excess of \$250 per pupil). The Executive Director of The Cottonwood School shall establish a process for approving a staff member's request to conduct a school-sponsored trip that fall outside the limitations of this section. When planning trips, staff shall consider student safety, objectives of instruction, the most effective use of instructional time, school and student expense, and transportation and supervision requirements. Executive Directors may exclude from the trip any student whose presence on the trip would pose a safety or disciplinary risk.

All field trips are voluntary, and no student is required to attend any given field trip. A student's ability to attend any field trip is limited by the amount of enrichment funds available for that student. The teacher of records is responsible for mapping out a child's field trip plan for the year to enhance the child's educational plan.

2. **Field Trip Supervision:** Given the need for adequate supervision of the students attending school-sponsored trips and given the nature of the educational program offered by The Cottonwood School, if applicable, The Cottonwood School will pay for the costs of admission for one chaperone for each four (4) children in a family and enrolled in The Cottonwood School. If applicable, The Cottonwood School will pay for the costs of admission for an additional chaperone for additional children in a family and enrolled in The Cottonwood School in excess of four (up to eight). Children in a family means children living, part- or full-time, with a parent/guardian, irrespective of adoptive status or marital status of the parents/guardians. The funds used to pay for the chaperone as allowed in this paragraph shall be instructional funds available to each family.

Families are limited to one school-sponsored overnight field trip per year with admission paid for one chaperone using enrichment funds. The Cottonwood School will not provide the cost of admission for any chaperones for vendor trips and independent enrichment trips.

It is the responsibility of parents/guardians to ensure proper supervision over their children enrolled in The Cottonwood School at all times during a school-sponsored trip. Chaperones may take their own non-enrolled children (two years and older) as guests on appropriate school-sponsored trips, provided they assume full responsibility for their behavior and, with approval of the Executive Director.

The organizing teacher shall use a field trip attendance form to track attendance, emergency contact information, and identify any authorized adults to pick-up students afterhours, if applicable. Organizing teachers shall always have an emergency contact phone number for the Executive Director. If a serious discipline incident occurs during a field trip, the organizing teacher shall notify the Executive Director immediately. No student shall be sent home or separated from the school group without prior approval of the organizing teacher.

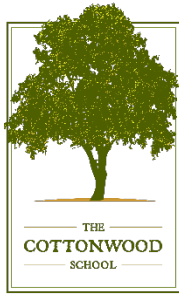
3. **Accommodations:** If a family requires special accommodation due to a child's special education needs identified in the child's Individual Education Plan (IEP) or Section 504 plan, the family may request accommodation from the Executive Director.
4. **Student and Family Responsibilities:** All persons making the field trip or excursion shall be deemed to have waived all claims against the The Cottonwood School or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion. All adults, parents and guardians taking any field trip or excursion shall sign a statement waiving all claims.

All students on a school-sponsored trip are under the jurisdiction of The Cottonwood School and shall be subject to school disciplinary rules and regulations.

Before a student can participate in a school-sponsored trip, the organizing teacher shall obtain parent/guardian permission for the trip. Whenever a trip involves water activities, the parent/guardian shall provide specific permission for his/her child to participate in the water activities.

- 5. Transportation:** Parent(s)/guardian(s) are solely responsible for transporting their children to the location where the field trip starts. The organizing teacher will provide the location for the field trip, and the time to meet, to the parent(s)/guardian(s) once the field trip has been confirmed.

The organizing teacher shall use a field trip attendance form to track attendance, emergency contact information, and identify any authorized adults to pick-up students afterhours, if applicable. Organizing teachers shall always have an emergency contact phone number for the Executive Director. If a serious discipline incident occurs during a field trip, the organizing teacher shall notify the Executive Director immediately. No student shall be sent home or separated from the school group without prior approval of the organizing teacher.



Educational Vendor Policies and Procedures

The Cottonwood School (“Charter School”) is focused on “Personalized Learning”, a philosophy that puts every student first by supporting them in honoring and exploring their unique skills, special gifts, talents, and aspirations. In furtherance of this philosophy and Charter School’s educational mission, families and Charter School staff together carefully select educational items and services for students to fit their goals and education plan.

The purpose of The Cottonwood School Governing Board approving the Educational Vendor Policies and Procedures is to accomplish the key requirements detailed in this policy, including:

1. The Executive Director (as defined below) must approve all vendors before they can provide educational items or services to students.
2. The Homeschool Teacher (as defined below) and Executive Director (as defined below) must approve all requests for educational items or services to ensure they are aligned with the charter petition and student’s personalized learning curriculum.
3. No family may spend, or obligate the Charter School to spend, any Charter School monies on educational items and services. Charter School is responsible for making purchases of approved educational items and services.

VENDOR APPLICATION AND APPROVAL

1. **Educational Vendor Applications:** Charter School contracts with educational vendors who provide educational enrichment services (e.g., in-person educational activities) and items (e.g., textbooks, workbooks, etc.) to students. Vendors must submit an application to Charter School detailing critical information such as qualifications and services. Charter School shall carefully review Vendor’s application, website, available references, social media, and other pertinent information.

The Executive Director or his/her designee (“Executive Director”) must approve all educational vendors and enter into an agreement with approved vendors before a vendor can provide any educational services to students. The Executive Director may reject a vendor applicant or terminate vendor services for any reason. The Executive Director may delegate his/her authority to approve vendors as necessary to promote the effective operations of the Charter School. For educational products, parents may submit requests specific educational products from a particular vendor (e.g., pencils from an online store). The Charter School’s approval of the educational product request (approval process described below) serves as vendor approval.

2. **Vendor Guidelines:** The Executive Director is responsible for approving vendors, and

must ensure the vendor meets guidelines, including, but not limited to the following:

- Vendor must have the qualifications, skills and, if applicable, the certification and licenses necessary to perform the requested services in a competent and professional manner.
 - Vendor conducts background checks pursuant to Education Code section 45125.1 to ensure Vendor (if an individual), its employees, and agents who interact with students have not committed a serious or violent felony.
 - Vendor services and/or products must be non-sectarian. Vendor's services and products must not discriminate on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation or any other protected basis under California law.
 - Vendor must maintain adequate levels of insurance for its educational services.
 - Vendor must not be a private school offering services through a part-time program (e.g., after school programs) or a parent-organized group (also known as "co-op").
 - Vendors must qualify as independent contractors in accordance with applicable laws. This is determined by the Executive Director based on vendor representations and vetting by the Charter School or its service provider.
3. **Vendor Agreement:** Once the Executive Director has approved a vendor, the vendor and Charter School must enter into a vendor agreement before the school can order educational services from the vendor. Considering families may have one-off requests for educational products, a vendor agreement may not be necessary for the Charter School to purchase educational products (e.g., ordering pencils from an online store for one student). The vendor agreement will include protections set forth in this policy, including, but not limited to requiring background checks for staff interacting with students, prohibitions on non-sectarian/discriminatory items and services, insurance and indemnification provisions, and more.

REQUESTING EDUCATIONAL SERVICES AND ITEMS

1. **Requests:** Students make requests for educational services and items through the Enrichment ordering system. The Enrichment ordering system is accessible on the Charter School website and features a list of approved educational vendors. All requests for educational services and items must: (i) first be approved the credentialed teacher assigned to supervise student's independent study ("Homeschool Teacher"); and (ii) approved by the Executive Director or designee. The Executive Director may delegate his/her authority to approve parent requests for educational items and services as necessary to promote the effective operations of the Charter School.

The Executive Director can deny any request for educational items or services in his or her sole discretion for any reason. Families cannot directly purchase, or obligate the Charter School to purchase, any educational items or service without Charter School's approval.

The Charter School establishes a planning amount for students for educational items and services per full school year. Parents and students are not guaranteed to receive any educational items and services up to and equal to this planning amount, as a Homeschool Teacher and the Executive Director must approve all requests. The planning amount is also not a mandatory cap limiting the Charter School's ability provide necessary educational services to students (e.g., pursuant to a student's individualized education program). The Charter School developed this planning amount to help ensure the school provides educational items and services aligned with its budget and to help ensure fair and equal treatment of students, to the extent consistent with individual needs. Parents and students are not given access to direct or encumber planning amount funds. Parents are encouraged to work with their Homeschool Teacher to develop multi-year plans for their children because their educational needs may vary from year-to-year. While the Charter School does not guarantee any specific amount of funding for educational services and items, a multi-year plan empowers the Charter School and families to develop a personalized course of study suited to their children's needs and the Charter School to effectively budget for all students. The planning amount cannot be transferred to any other student.

The Homeschool Teacher and Executive Director are responsible for granting requests and allocating educational products and services in a nondiscriminatory manner. The Charter School shall seek to purchase cost-effective educational items and services. The Homeschool Teacher and Executive Director shall ensure purchased educational items and services meet the following requirements:

- From approved vendors only.
- Support the requesting student's personalized curriculum and education plan.
- Must be aligned with State standards, student's course of study (e.g., requested amount of fabric corresponds to length of course/project), or student's independent study master written agreement.
- From a vendor who is not related to the Charter School family requesting the educational items or services and otherwise does not present conflict of interest concerns.

2. **Core Subject Curriculum:** The Homeschool Teacher and Executive Director must ensure students access all necessary "core subject curriculum" – education items/services necessary for the student to complete his/her State standards-aligned course of study – before approving any extracurricular activities or supplemental educational or enrichment items. Core subject curriculum includes physical curriculum like McGraw Hill Textbook Set and associated workbooks and access to digital educational platforms such as Odysseyware or StongMind Digital Learning.
3. **Enrichment Certificates:** After the Homeschool Teacher and Executive Director approve

a request through the Enrichment ordering system, an “Enrichment Certificate” is created by Charter School. Charter School requests educational services and items from approved vendors through Enrichment Certificates. If necessary, Charter School may use an approved vendor’s purchase order form in lieu of an Enrichment Certificate. Certificates/purchase orders should include important information, including the requested educational services, dates of services, Enrichment Certificate/PO Number, and approved cost for services.

Vendors must receive an approved Enrichment Certificate/purchase order before providing educational services or items to students. Vendors must receive the Enrichment Certificate/purchase order and provide the requested education services before submitting an invoice to Charter School.

4. **Prohibited Requests:** Charter School students can only request education services and items available in the Enrichment ordering system. Homeschool Teachers and Executive Directors will only approve requests for educational items and services that are educational quality (e.g., not top of the line). Only basic items and services may be approved. Charter School will not approve educational items or services beyond what is needed to meet a student’s learning objectives.

The following is a non-exhaustive list of prohibited items and services:

- Backpacks
- Amusement park tickets
- Video game hardware or software
- Excessive quantities of any item or service (e.g., beyond student’s course of study).
- Non-educational household items (e.g., storage containers, organizational items (large or small items), picture frames, etc.)
- Bicycles, tricycles, scooters, skateboards, rollerblades, roller skates, wagons, etc.
- Live animals or animal supplies small insects/amphibians/worms as a part of a science class. Certain kit and supplies can be ordered by a student (e.g., praying mantis, caterpillars, ladybugs, or silkworms to study; ant farms; or tadpoles)
- Top of the line musical instruments (where more reasonably-priced options are available)
- Educational items and services must be nonsectarian
- Taxis/Uber/Lyft rides and other transportation costs

5. **Educational Field Trips:** While families are prohibited from requesting trips to non-educational venues, they can request to join educational field trips through the enrichment ordering system (e.g., museums, aquariums, libraries, etc.) The Executive Director and Homeschool Teacher shall carefully scrutinize each request to ensure the requested educational field trip aligns with the student’s course of study and furthers their education and that all participants are necessary for student transportation, safety and supervision.

In light of the Charter School providing an independent study program, it is anticipated that a parent/guardian may need to serve as chaperone and transport their children for approved educational field trips. The Charter School Board finds funding the actual, reasonable, and necessary costs for a chaperone to access the educational field trip (e.g., ticket to museum, embedded transportation costs) furthers public school purposes where necessary or desirable to allow students to participate in educational field trips.

6. Student and Family Responsibilities:

A. Returning Educational Products: All educational items requested through the Enrichment ordering system are the property of the Charter School. This includes any technology, textbooks, and other educational items. Families must return all educational products upon disenrollment or upon request by the Executive Director or Homeschool Teacher. In accordance with applicable law, parents are responsible for to replace lost, stolen, damage, or otherwise unreturned educational items.

- Certain items are “consumable”, meaning they are not functional after use (e.g., workbooks). These items can be discarded by families after use.

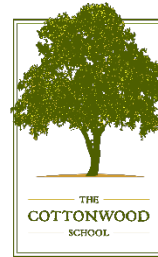
B. Damaged or Lost Educational Items: Parents are responsible for replacing lost, stolen, damage, or otherwise unreturned educational items to the extent allowed under applicable law. If an educational item is damaged, parents must immediately contact the Homeschool Teacher for support.

Required Attendance: Students must attend regular learning period meetings with their Homeschool Teacher to discuss progress, turn in quality work samples, and complete their Student Activity Logs (Attendance Logs) in order to make requests for extracurricular educational activities (e.g., non-core curriculum items) through enrichment ordering system.

7. Questions: If Charter School families have any questions about this policy or how to make requests for educational items and services, please contact Executive Director, Julie Haycock at julieh@inspireschools.org.

VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is made between **The Cottonwood School** ("School"), a California nonprofit public corporation ~~that operates a public charter school~~ and _____ ("Vendor").



RECITALS

WHEREAS, School fosters successful student achievement through a quality, personalized, and standards-based education program featuring unique and hands-on experiential learning experiences;

WHEREAS, Vendor is engaged in the businesses of providing experienced and qualified educational services as set forth in **Exhibit A**; and

WHEREAS, School desires to retain Vendor for the purpose of providing the services described herein for the benefit of the School, families, and students.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and the mutual covenants contained herein, and for other good, valuable and sufficient consideration, the parties agree as follows:

SECTION 1. TERM and TERMINATION.

- a. Term: This Agreement shall be effective as of **[INSERT DATE]** ~~until June 30, 2020 (the "Initial Term").~~ **[INSERT DATE]**.
- b. Termination: Vendor may terminate this Agreement for cause after providing sixty (60) days advance written notice to School. School may terminate this Agreement at any time, with or without cause in its sole discretion with same-day written notice. Upon termination, School shall pay Vendor for all necessary and approved Services rendered pursuant to this Agreement and relevant "Enrichment Certificate(s)" (defined below) up to the effective date of termination. School has no obligation to pay Vendor for any Services provided after the effective date of termination. The termination of this Agreement constitutes a termination of any active invoices and Enrichment Certificates.

SECTION 2. SERVICES.

- a. Scope of Services: Vendor is hereby engaged by School to perform the student enrichment services specified in **Exhibit A**, incorporated herein by reference ("Services"), subject to the terms and conditions contained herein. Vendor assumes full responsibility for the performance of the Services provided under

the terms of this Agreement. School does not guarantee any minimum amount of work by this Agreement.

- b. No Authority to Bind School: Vendor understands and agrees that Vendor lacks the authority to bind School contractually, conduct business on School's behalf, or incur any obligations on behalf of School. Specifically, Vendor agrees not to represent himself/herself or any Vendor employees, agents, or contractors as an employee of School in any capacity, including, but not limited to, when interacting with School students, parents, vendors, or employees.
- c. Responsibility for Performance: Vendor assumes full responsibility for the performance of Vendor's duties under the terms of this Agreement and warrants that Vendor and its employees, contractors, and other agents are fully qualified in Vendor's specialized skill or expertise to perform such duties. Vendor will not enter into any contract or engagement that conflicts or interferes with Vendor's duties under this Agreement.
- d. Compliance with Charter Petition and Law: Except when otherwise expressly required by applicable law, School shall not be responsible for monitoring Vendor's compliance with the law, charter petition, and Agreement. Vendor acknowledges that School must comply with Education Code § 220's prohibitions against discrimination, obligations to provide a free appropriate education to students with exceptional needs pursuant to the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act, and be non-sectarian in its programs. Vendor must be non-sectarian in any Services provided to School students. Vendor shall ensure its performance of its Services complies with these legal and charter petition requirements. If Vendor performs any Services in a manner that is contrary to law, Vendor shall bear all claims, costs, losses and damages (including, but not limited to, reasonable attorneys' fees and costs) arising therefrom.
- e. Service Limitations: Vendor shall not serve a School student for more than twelve (12) core academic hours including math, language arts, social studies, science and world language during the school week (Monday to Friday from 8:00 am to 2:30 pm) under this Agreement or any other arrangement (e.g., Student participation in a Vendor program outside of School activities); excepting visual and performing arts, CTE pathways, robotics, and physical activities including dance, gymnastics, karate, and other similar activities, as approved by the supervising teacher.
- f. No Private School Affiliation: Vendor certifies that it is not, nor is it affiliated with, a private school that submitted an affidavit to register with the California Department of Education and is listed on the state's Private School Directory ("Private School"). Vendor affirms the Services shall not be provided at a Private School. Vendor affirms that it will not confer any compensation received for performing Services under this Agreement to a Private School.

- g. Prohibited Conflicts: Vendor is prohibited from providing Services under this Agreement to a relative (e.g., child, grandchild, niece/nephew, sibling, etc.) of the Vendor (or its employees). School shall not be responsible for paying Vendor for the prohibited services described herein.

SECTION 3. PAYMENT.

- a. Enrichment Certificate: School requests Services from Vendor through **School's issuance of** an Enrichment Certificate. School is not responsible **to pay for any the** costs of Services without issuance of an Enrichment Certificate. The Enrichment Certificate will detail requested Services, dates of Services, fees for Services, and other relevant information. Vendors must first receive an Enrichment Certificate before providing Services to students. School does not pay for Services in advance. If an Enrichment Certificate expires, Vendor must cease providing Services until it receives another Enrichment Certificate.
- b. Vendor Invoice: School shall pay Vendor for Services performed through invoices. Vendor will remit one (1) itemized invoice after completing the Services pursuant to an Enrichment Certificate. Vendors should submit invoices to **[INSERT CONTACT INFORMATION]**. School will endeavor to pay undisputed invoice amounts within thirty (30) days of receipt.
- c. Termination of Enrichment Certificate: School may terminate an Enrichment Certificate at any time, with or without cause in its sole discretion with same-day written notice. School shall pay Vendor the undisputed amounts for Services already performed under the Enrichment Certificate.
- d. Incurred Costs: Any damages or costs incurred by School, including replacement costs, as a result of Vendor's failure to competently perform under this Agreement may be deducted by School from any amounts owed to Vendor.
- e. Use of School's Name: Vendor shall not use the name, insignia, mark, or any facsimile of the School for any purpose, including but not limited to advertising, client lists, or references, without the advance written authorization of the School.

SECTION 4. GENERAL CONDITIONS FOR VENDOR PERFORMANCE.

- a. Vendor Qualifications: Vendor represents it has the qualifications, skills and, if applicable, the certification and licenses necessary to perform the Services in a competent, and professional manner, without the advice or direction of School. Upon School's request, Vendor shall provide copies of certification or licensure. Subject to the terms of this Agreement, Vendor shall render all Services hereunder in accordance with this Agreement and **Exhibit A**, Vendor's independent and professional judgment and in compliance with all applicable laws and with the generally accepted practices and principles of Vendor's trade. Vendor is customarily engaged in the independently established trade, occupation, or business of the same nature as the Services performed.

- b. Relationship: The School is not an employer of Vendor or its employees, contractors, or agents and shall not supervise individuals as such in carrying out the Services to be performed by Vendor under the terms of this Agreement. It is expressly understood between the parties that Vendor and its employees, contractors, and agents are not employee(s) of School.
- c. Licenses: Vendor warrants that Vendor is engaged in an independent and bona fide business operation, markets him/her/itself as such, is in possession of a valid business license/insurance when required, and is providing or capable of providing similar services as set forth in **Exhibit A** to others.
- d. No Training or Instruction: Although School may at times provide information concerning its business and students to Vendor, School will not provide any training or instruction to Vendor concerning the manner and means of providing the Services that are subject to this Agreement because Vendor warrants that Vendor is highly skilled in its industry.

SECTION 5. TAXES. Because Vendor is not an employee of School, all compensation called for under this Agreement shall be paid without deductions or withholdings, and will be accompanied by an IRS Form 1099, as applicable, at year end. Vendor is responsible for the reporting and payment of any state and/or federal income tax or other withholdings on the compensation provided under this Agreement or any related assessments. In addition, Vendor shall fill out and execute a Form W-9. In the event that the Internal Revenue Service or the State of California should determine that Vendor or its employee(s) is/are an employee of School subject to withholding and social security contributions, Vendor acknowledges consistent with this Agreement that all payments due to Vendor under this Agreement are gross payments, and the Vendor is solely responsible for all income taxes, social security payments, or other applicable deductions thereon.

SECTION 6. BENEFITS. Vendor and its employees, contractors, and agents are not entitled to the rights or benefits that may be afforded to School employees including, but not limited to, disability, workers' compensation, unemployment benefits, sick leave, vacation leave, medical insurance and retirement benefits. Vendor is solely responsible for providing at Vendor's own expense, disability, unemployment, workers' compensation and other insurance for Vendor and any of its employees, contractors, and agents. ~~Vendor shall further maintain at its own expense any permits, credentials, certifications and/or licenses necessary to provide the Services and shall provide any training necessary for its employees, contractors, and agents to perform all Services under this Agreement.~~

SECTION 7. MATERIALS. Vendor will furnish at its own expense all materials, equipment and supplies used to provide the Services.

SECTION 8. BACKGROUND CHECK AND SAFETY REQUIREMENTS.

- a. Background Check: Vendor shall ensure its employees, agents, and contractors working directly with School students complete a criminal background check through the Department of Justice ("DOJ") in accordance with Education Code section 45125.1. Vendor certifies to School that no one working on behalf of Vendor (e.g., Vendor employees, agents, or contractors) working with School students have been convicted or have pending charges of a violent or serious felony as defined in Penal Code sections 667.5(c) and 1192.7(c). The cost of the background check is the Vendor's responsibility.
- b. First Aid & CPR Certification: Upon School's request, Vendor shall ensure its employees, agents, or contractors obtain First-Aid and CPR Certification. Vendors shall implement safety policies and procedures related to emergency response and accident reporting reasonable for the Services.
- c. Supervision: Vendor is responsible for supervising and ensuring students have a safe environment from the time they are dropped off to receive Services and until the responsible party picks them up. Students may not be left unattended during Vendor's provision of Services. Students shall not interact in one-on-one settings with Vendor (or its employees) without the School's express written permission. Vendor may not transport students without School's express written permission.
- d. Student Discipline: Vendor acknowledges that School is responsible for managing and overseeing the education program, which incorporates the Vendor's enrichment services. Vendor must immediately notify School when students act inappropriately and may require discipline. School is responsible for issuing discipline to students. ~~If Vendor learns a student may pose a health or safety threat to himself/herself or to other individuals, Vendor must immediately notify the School.~~ If Vendor wishes to remove a participant from their Services, the Vendor shall notify School and the parties will discuss appropriate measures.
- e. Reporting Bullying and Harassment Incidents to School: To the fullest extent allowed by law, Vendor shall immediately notify School if it becomes aware of any incident of bullying, discrimination, harassment, or sexual harassment at Vendor's place of business, during Vendor's provision of Services, or otherwise involving School students, Vendor, or Vendor's employees, contractors, or agents in any way. If Vendor learns a student may pose a health or safety threat to himself/herself or to other individuals, Vendor must immediately notify the School.
- f. Training: Vendor shall ensure its employees, contractors, or agents who interact with School students participate in sexual harassment prevention training before providing Services under this Agreement. Upon School's request, Vendor shall provide proof of compliance with this training requirement

SECTION 9. INDEMNIFICATION AND INSURANCE.

- a. Indemnification: To the maximum extent allowable by law, Vendor will indemnify, defend, and hold harmless School, its officers, directors, employees, agents and volunteers from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs that such entities or persons may incur that arise out of or relate to this Agreement or the alleged negligence, recklessness or willful misconduct of Vendor, including of Vendor's officers, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns or anyone for whom Vendor is legally responsible. Vendor's indemnity, defense and hold harmless obligations shall survive the termination of this Agreement. To the maximum extent allowable by law, Vendor also agrees to hold harmless, indemnify, and defend School from any and all liability, damages, or losses (including reasonable attorneys' fees, costs, penalties, and fines) School suffers as a result of (a) Vendor's failure to meet its obligations under Sections 4-6, or (b) a third party's designation of Vendor or Vendor's employees, agents, or contractors as an employee of School regardless of any actual or alleged negligence by School.
- b. General Liability Insurance Limits: Vendor agrees to maintain general liability insurance coverage, including both bodily injury and property damage, with at least the following coverage limits:
 - i. \$1,000,000 per occurrence
 - ii. \$2,000,000 general aggregate
 - iii. \$500,000 personal & advertising injury
- c. Additional Insurance Requirements: Vendor's insurance shall constitute primary coverage for any loss or liability arising from or relating to this Agreement and any insurance held by School shall constitute secondary, excess coverage. School may require additional insurance coverage depending on the Services and shall communicate these insurance requirements to the Vendor in conjunction with the provision of an Enrichment Certificate. Vendor's insurance policies required under this Agreement shall name School as additionally insured.

SECTION 10. CONFIDENTIALITY.

- a. Confidential Information: Vendor acknowledges that during the course of performing Services, Vendor may become privy to confidential, privileged and/or proprietary information important to the School. Vendor further acknowledges its obligations under the Family Educational Rights and Privacy Act ("FERPA") and California Uniform Trade Secrets Act. Vendor shall ensure that all of its employees, agents and contractors agree to the requirements of this section prior to receiving any Confidential Information (defined below). Vendor shall not use or disclose during or after the term of this Agreement, without the prior

written consent of School, any information relating to School's employees, directors, agents, students or families, or any information regarding the affairs or operations of School, including School's confidential/proprietary information and trade secrets ("Confidential Information"). Confidential Information, whether prepared by or for the School, includes, without limitation, all of the following: education records, student rosters, medical records, personnel records, information technology systems, financial and accounting information, business or marketing plans or strategies, methods of doing business, curriculum, lists, email addresses and other information concerning actual and potential students or vendors and/or any other information Vendor reasonably should know is treated as confidential by the School. The only allowed disclosures of Confidential Information are (i) with prior written consent of School; (ii) after the information is generally available to the public other than by reason of a breach by Vendor of this agreement to maintain confidentiality; (iii) after the information has been acquired by Vendor through independent means and without a breach of Vendor's duties to School under this Agreement or otherwise; or (iv) pursuant to the order of a court or other tribunal with jurisdiction if Vendor has given School adequate notice so that School may contest any such process. Personally identifiable student information may only be used as necessary to meet Vendor's obligations under this Agreement.

Vendor shall not use any Confidential Information (e.g., student or parent contact information) to market any products or services to School parents or students without School's express written permission. Vendor must take all necessary and appropriate steps to protect and safeguard all of School's Confidential Information and proprietary information from unauthorized disclosure.

- b. Disclosure of Records: School will provide Vendor with those records requested by Vendor that are reasonably necessary to allow Vendor to perform the Services. Vendor shall use any such records only for the purpose provided and not for the benefit of any other person or entity. Upon termination of this Agreement or School's request, Vendor will immediately surrender to School or destroy all Confidential Information and other materials provided to Vendor by School, including all physical copies, drafts, digital or computer versions.

SECTION 11. ENTIRE AGREEMENT. This Agreement and its incorporated exhibits constitute the entire agreement between the parties with respect to the subject matter contained herein and supersede all agreements, representations and understandings of the parties with respect to such subject matter made or entered into prior to the date of this Agreement.

SECTION 12. DISPUTE RESOLUTION.

- a. Informal Dispute Resolution: If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties shall first meet and confer informally in an attempt to resolve the issue.

- b. Mediation: If reasonable efforts at informal resolution are unsuccessful, the parties shall participate in a mediation with a mutually-agreed upon mediator. Any costs and fees, other than attorneys' fees, associated the mediation shall be shared equally by the parties.
- c. Arbitration: If School has paid more than \$25,000 to Vendor for Services since the start of the previous fiscal year, and efforts to resolve the dispute at mediation are unsuccessful, the parties agree that such dispute will be submitted to private and confidential arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. ("JAMS") at the nearest JAMS location, or other service agreed upon by both parties, and that such arbitration will be the exclusive final dispute resolution method under this Agreement. The JAMS Streamlined Arbitration Rules & Procedures in effect at the time the claim or dispute is arbitrated will govern the procedure for the arbitration proceedings between the parties. The arbitrator shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final, conclusive and binding upon the parties hereto, and shall be enforceable in any court of competent jurisdiction. The party initiating the arbitration shall advance the arbitrator's initial fee. Otherwise and thereafter, each party shall bear their own costs of the arbitration proceeding or litigation to enforce this Agreement, including attorneys' fees and costs. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved, subject to the right to terminate this Agreement. Nothing in this Agreement is intended to prevent either party from obtaining injunctive or equitable relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

SECTION 13. MODIFYING THE AGREEMENT. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both parties.

SECTION 14. NO WAIVER. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

SECTION 15. NO ASSIGNMENT. No party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other party. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective permitted successors and assigns.

SECTION 16. SEVERABILITY. If any provision of this Agreement is invalid or contravenes applicable law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining

provisions, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

SECTION 17. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of California.

SECTION 18. AUTHORITY TO CONTRACT. Each party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said party, and that the undersigned has been duly authorized to execute this Agreement.

SECTION 19. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(a) When delivered personally to the recipient's address as stated on this Agreement; (b) three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; (c) via email address as stated on this Agreement.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Vendor:

(Please fill in with your information)

Business: _____

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

If to School:

[INSERT CONTACT]

Vendor Administrator

[INSERT ADDRESS]

[INSERT EMAIL ADDRESS]

[INSERT PHONE NUMBER]

SECTION 20. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed or emailed .pdf or other electronic copy of

the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above.

THE COTTONWOOD SCHOOL

VENDOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Detailed List of Vendor Services and Prices

*Anything not listed will not be approved

Services Offered:

Grade Level and Price:

\$ _____ **Per** _____

TK - K	
Grade 1-5	
Grade 6-8	
Grade 9-12	

\$ _____ **Per** _____

TK - K	
Grade 1-5	
Grade 6-8	
Grade 9-12	

\$ _____ **Per** _____

TK - K	
Grade 1-5	
Grade 6-8	
Grade 9-12	

Cancellation & Refund Policy

Services that are not rendered are subject to a full refund. Refunds must be credited back to the school.

Name of Owner/Director: _____

Signature: _____ **Date:** _____



Extended TK - limited availability. 2020-2021 school year only

Extended TK "grandfathered" in - only available to siblings of returning students for the 2020-2021 school year. No extended TK will be offered for any students after 2020-2021.

Enrollment Date Range	Total Fund Amount	Funds upon Enrollment	Funds Drop Dec 1.
7/1-10/9	\$1000	\$500	\$500
10/12-11/2	\$750	\$250	\$500
11/3-1/8	\$500	\$500	0
Enrollment not available for Extended TK after 1/8	n/a	n/a	n/a

2020-2021 School Calendar

CLASSIFIED
The Cottonwood School

School Year Dates

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



Holidays

July 3 4th of July
Sep 7 Labor Day
Nov 11 Veterans Day
Nov 23-27 Thanksgiving Break
Dec 21-Jan 1 Winter Break
Jan 18 Martin Luther King, Jr. Day
Feb 12 Lincoln Day
Feb 15 Washington Day
May 31 Memorial Day

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

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

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

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

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

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

January 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

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

March 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
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28	29	30	31			

April 2021						
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May 2021						
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June 2021						
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School Closed

First & Last Day of School

SECOND~~FIRST~~ AMENDED BYLAWS

OF

THE COTTONWOOD SCHOOL

a California Nonprofit Public Benefit Corporation

**ARTICLE I
OFFICES**

Section 1. PRINCIPAL OFFICE. The board of directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside the State of California, and the corporation has one or more offices in the State of California, the board of directors shall likewise fix and designate a principal office in the State of California.

Section 2. OTHER OFFICES. The corporation may also establish offices at such other places, both within and outside the State of California, as the board of directors may from time to time determine or the activities of the corporation may require.

**ARTICLE II
OBJECTIVES AND PURPOSES**

The specific objectives and purposes of this corporation shall be to operate one or more California public charter schools.

**ARTICLE III
NONPARTISAN ACTIVITIES**

The corporation has been formed under the California Nonprofit Public Benefit Corporation Law (the "Law") for the public, nonprofit, nonpartisan, and charitable purposes described in its articles of incorporation. Notwithstanding any other provision in these bylaws, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("IRC"), or (b) by a corporation contributions to which are deductible under IRC Section 170(c)(2).

**ARTICLE IV
DEDICATION OF ASSETS**

The properties and assets of this corporation are irrevocably dedicated to the charitable purposes described in Article III above and in the articles of incorporation of this corporation. No

part of the net earnings, properties, or assets of this corporation, on dissolution or otherwise, shall inure to the benefit of its directors or officers, or to any individual. On liquidation or dissolution of this corporation, all remaining assets of this corporation, after payment, or provision for payment, of all debts and liabilities of this corporation, shall be distributed and paid over to an organization dedicated to charitable purposes that is exempt from federal income tax under IRC Section 501(c)(3) and that is exempt from California income tax under Section 23701d of the California Revenue and Taxation Code.

ARTICLE V NO MEMBERS

Section 1. NO MEMBERS. The corporation shall have no members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

Section 2. AUTHORITY VESTED IN BOARD. Any action that otherwise requires approval by a majority of all members, or approval by the members, requires only approval of the Board. All rights that would otherwise vest under the Nonprofit Public Benefit Corporation Law in the members shall vest in the Board.

Section 3. ASSOCIATES. The corporation may use the term “members” to refer to persons associated with it, but such persons shall not be corporate members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE VI DIRECTORS

Section 1. POWERS. Subject to the provisions of the Law and any limitations in the articles of incorporation and these bylaws, the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the board of directors shall have the following powers in addition to the other powers enumerated in these bylaws:

(a) To select and remove all of the other officers, agents, and employees of the corporation; prescribe any powers and duties for them that are consistent with law, with the articles of incorporation, and with these bylaws; fix their compensation; and require from them security for faithful service.

(b) To conduct, manage, and control the affairs and activities of the corporation and to make such rules and regulations that are consistent with law, the articles of incorporation, and these bylaws, as they deem to be appropriate and in the best interests of the corporation.

(c) To adopt, make, and use a corporate seal; and to alter the form of such seal.

(d) To borrow money and to incur indebtedness on behalf of the corporation, and to cause to be executed and delivered for the purposes of the corporation, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities.

(e) To change the principal executive office or the principal office in the State of California from one location to another; to cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country and conduct its activities within or outside the State of California; and to designate any place within or outside the State of California for the holding of any board of directors meeting or meetings.

(f) To make donations for the public welfare or for community funds, hospital, charitable, educational, scientific, civic, religious, or similar purposes.

(g) To act as a trustee under any trust incidental to the principal objects of the corporation, and to receive, to hold, to administer, to exchange, and to expend funds and property subject to such trust.

(h) To receive endowments, devises, bequests, gifts, and donations of all kinds of property for its own use, or in trust, in order to carry out or to assist in carrying out, the objects and purposes of the corporation and to do all things and acts necessary or proper to carry out each and all of the purposes and provisions of such endowments, devises, bequests, gifts, and donations with full power to mortgage, sell, lease, or otherwise to deal with or dispose of the same in accordance with the terms thereof.

(i) To sell any property, real, personal, or mixed, owned by the corporation at any time, and from time to time upon such terms as the board of directors may deem advisable, at public or private sale, for cash or upon credit.

(j) To retain sums received by the corporation uninvested, if, in the discretion of the board of trustees, such sums cannot be invested advantageously.

(k) To retain all or any part of any securities or property acquired by the corporation in whatever manner, and to invest and reinvest any funds held by the corporation, according to the judgment of the board of directors without being restricted to the class of investments that the board of directors is or may hereafter be permitted by law to make or any similar restriction; provided, however, that no action shall be taken by or on behalf of the corporation if such action is a prohibited transaction or would result in the denial of the tax exemption under IRC Section 501 or Section 23701 of the California Revenue and Taxation Code.

(l) To invest funds received by the corporation in stocks, bonds, mortgages, loans, whether secured or unsecured, or other investments as the board of directors shall deem advisable.

Section 2. NUMBER AND QUALIFICATION. The authorized number of directors shall be no less than three (3) and no more than ~~five~~ ~~eleven~~ (511), unless changed by amendments to these bylaws, with the actual number to be determined from time to time by a resolution or motion of the board. Directors shall be elected by a vote of a majority of directors then in office. The board of directors shall consist of at least three (3) directors unless changed by an amendment to these bylaws.

Section 3. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. In accordance with the California Corporations Code, n~~No~~ more than 49 percent of the persons serving on the board of directors may be “interested persons” (as defined in this Section 3). An “interested person” is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full- or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation, if any, paid to a director as director; or (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. Spouses of staff are ineligible to serve as a member of the board of directors to avoid any conflicts of interest under Government Code section 1090. The board of directors and designated staff members are required to follow the recusal processes identified in the Government Code sections 1091 and 1091.5, and the Political Reform Act (Government Code sections 87100, et seq.).

Section 4. TERM OF OFFICE; EVENTS CAUSING VACANCIES ON BOARD. Each director shall hold office for ~~two~~ ~~one~~ (21) years, which terms shall be staggered. A director may serve multiple terms of service. A vacancy or vacancies on the board of directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the board of directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under the Law, Chapter 2, Article 3; and (c) the increase of the authorized number of directors.

~~Section 4.~~ Section 5. DIRECTOR SELECTION. New directors shall be selected in the sole discretion of the majority of the board at the time of selection. The board will endeavor to advertise any director vacancies on its website and to the school community. Current board members may also recommend potential new directors to the board. The board will accept applications to fill available vacancies. The board is not obligated to select any applicant if, in the board’s sole discretion, it does not believe the applicant possesses the requisite skills, availability, demeanor, etc., suitable for the director position even if that means the position will remain vacant. At least one member of the board of directors will be a community member or a parent of The Cottonwood School student.

~~Section 5.~~Section 6. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the chairman of the board, if any, or to the president, or the secretary, or to the board of directors. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the board may designate a successor to take office as of the date when the resignation becomes effective. Except upon notice to the Attorney General of California, no director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs.

~~Section 6.~~Section 7. REMOVAL OF DIRECTORS. Any director may be removed at any time by a majority vote of directors then in office, with or without cause.

~~Section 7.~~Section 8. VACANCIES. Vacancies on the board shall be filled by the vote of a majority of directors then in office. Each director so elected shall hold office until expiration of the term of the replaced director, if mid-term, and for the term if voted in at the beginning of a new term, ~~until a successor has been duly qualified and elected.~~

~~Section 8.~~Section 9. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Any meeting of the board of directors may be held at any place within the county in which the greatest number of pupils who are enrolled in the School reside ~~within or outside the State of California~~ that has been designated from time to time by resolution of the board or in the notice of the meeting. In the absence of such designation, meetings shall be held at the principal executive office of the corporation. Any meeting, annual, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another and a majority of the members are within the county in which the greatest number of pupils who are enrolled in the School reside. All such directors shall be deemed to be present in person at such telephonic meeting. Prior written notice of any and all such meetings of the board of directors shall be provided to the directors at least seventy-two (72) hours prior to the time of the holding of the meeting.

Section 10. ANNUAL AND REGULAR MEETINGS. The annual meeting of the board of directors shall be held each year on the date and time as may be fixed by the board of directors. At such annual meeting, officers shall be elected and any other proper business may be transacted. Other regular meetings of the board of directors shall be held at such time as shall from time to time be fixed by the board of directors. ~~Notice of regular meetings shall not be required if the time and place of such meeting is fixed by these bylaws or by the board of directors.~~

All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code sections 54950, et seq., as said chapter may be modified by subsequent legislation. This Act requires that at least 72 hours before a regular meeting, and 24 hours before a special meeting, the Board of

Directors or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

~~Section 9.~~Section 11. SPECIAL MEETINGS. Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board, or a board majority~~the president, any vice president, the secretary, or any two directors.~~

Notice of the time and place of special meetings shall be delivered to each director personally or by telephone or sent by first-class mail, postage prepaid, or telegram, charges prepaid, or electronic transmission, addressed to each director at his or her address as it is shown on the records of the corporation. In case the notice is mailed, it shall be deposited in the United States mail at least four days prior to the time of the holding of the meeting. In case such notice is delivered personally or by telephone or telegraph, it shall be delivered personally or by telephone or to the telegraph company at least twenty-four ~~seventy-two~~ (24-72) hours prior to the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to the person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. ~~The notice need not specify the purpose of the meeting nor the place if the meeting is to be held at the principal executive office of the corporation.~~

~~Section 10.~~Section 12. QUORUM. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 13 below. Every act or decision done or made by the board of directors requires a vote of the a majority of the acting board of directors ~~present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors,~~ subject to the provisions of Section 5212 of the Code (appointment of committees), Section 5233 of the Code (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 5234 of the Code (approval of certain transactions between corporations having common directorships), Section 5235 (compensation of directors or officers), and Section 5238(e) of the Code (indemnification of directors). ~~A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting, or such greater number as is required by the articles of incorporation, these bylaws, or the Law.~~

~~Section 11.~~Section 13. WAIVER OF NOTICE; CONSENT. Notice of a meeting required by the Corporations Code need not be given to any director who, either before or after the meeting, signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of meeting shall also be deemed given to any director who attends the meeting without protesting, before or at the commencement of the meeting, the lack of notice to that director. Notice of all meetings shall be given in accordance with the requirements of the Ralph M. Brown Act, California Corporations Code sections 54950, et seq.

~~Section 12.~~Section 14.ADJOURNMENT. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting shall be given in the same manner as provided for special meetings, unless notice is waived as provided for special meetings. A copy of the notice of adjournment shall be conspicuously posted on or near the door of the place where the adjourned meeting was held within 24 hours after the time of the adjournment. ~~need not be given, unless the meeting is adjourned for more than twenty four (24) hours, in which case notice of such time and place shall be given prior to the time of the adjourned meeting, in the manner specified in Section 10 of this Article VI, to the directors who were not present at the time of the adjournment.~~

~~Section 13. — ACTION WITHOUT MEETING. Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all directors shall individually or collectively consent in writing to such action. Such action by written consent shall have the same force and effect as a unanimous vote of the board of directors. The written consent or consents shall be filed with the minutes of the proceedings of the board.~~

~~Section 14.~~Section 15.FEES AND COMPENSATION. Directors and members of committees shall receive no compensation for their services; provided however, that directors and members of committees may receive reimbursement of out-of-pocket expenses, as determined by resolution of the board of directors. Nothing contained herein shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for such services if compensation is awarded by the board of directors.

ARTICLE VII COMMITTEES

Section 1. COMMITTEES OF DIRECTORS. The board of directors may, by resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Appointments to such committees shall be by a majority vote of the directors then in office. The board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the board, shall be advisory only~~may have all the authority of the board, except with respect to:~~

~~(a) — undertaking any final action on any matter that, under the Law, also requires approval of the board of directors;~~

~~(b) — the filling of vacancies on the board of directors or in any committee;~~

~~(c) — the amendment or repeal of bylaws or the adoption of new bylaws;~~

~~(d) — the amendment or repeal of any resolution of the board of directors that by its express terms is not so amendable or repealable;~~

~~(e) — the appointment of any other committees of the board of directors or the members thereof;~~

~~(f) — the expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or~~

~~(g) — the approval of any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Section 5233(d)(3) of the Code.~~

Section 2. MEETINGS AND ACTION. Meetings and action of committees of the board shall be governed by, and held and taken in accordance with, the provisions of Article VI of these bylaws, Sections 8 (place of meetings and meetings by telephone), 9 (annual and regular meetings), 10 (special meetings), 11 (quorum), 12 (waiver of notice), 13 (adjournment) and 14 (action without meeting), with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except for the following: (a) the time of regular and annual meetings of committees may be determined by resolution of the board of directors as well as the committee; (b) special meetings of committees may also be called by resolution of the board of directors; and (c) notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. Minutes of each meeting of any committee shall be kept and filed with the corporate records. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws. If required by law, committee meetings shall be held in accordance with the Ralph M. Brown Act, California Government Code sections 54950, et seq.

ARTICLE VIII OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a president, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article VIII. Any number of offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as the president or the chairman of the board.

Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article VIII, shall be chosen by the board of directors, and each shall serve at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. OTHER OFFICERS. The board of directors may appoint, and may empower the president to appoint, such other officers as the activities of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the bylaws or as the board of directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Subject to the rights, if any, of any officer under any contract of employment, any officer may be removed, either with or without cause, by the board of directors or, except in case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 5. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The chairman of the board, if such an officer be elected, shall, if present, preside at meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the board of directors or prescribed by the bylaws. If there is no president, the chairman of the board will in addition be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article VIII.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction, and control of the activities and the officers of the corporation. He or she shall preside, in the absence of the chairman of the board, or if there be none, at all meetings of the board of directors. He or she shall have the general powers and duties of management usually vested in the office of president of the corporation and shall have such other powers and duties as may be prescribed by the board of directors or the bylaws.

Section 8. VICE PRESIDENTS. In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the bylaws and the president or the chairman of the board.

Section 9. SECRETARY. The secretary shall keep, or cause to be kept, at the principal executive office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, and committees of directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors and committee meetings, and the proceedings thereof.

The secretary shall give, or cause to be given, notice of all meetings of the board of directors required by the bylaws or by law to be given, and he or she shall keep the seal of the corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or by the bylaws.

Section 10. CHIEF FINANCIAL OFFICER. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit, or cause to be deposited, all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the board of directors. He or she shall distribute, or cause to be disbursed, the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all financial transactions and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or the bylaws.

If required by the board of directors, the chief financial officer shall give the corporation a bond in the amount and with the surety or sureties specified by the board for faithful performance of the duties of his or her office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on the death, resignation, retirement, or removal from office of the chief financial officer.

ARTICLE IX

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES

Section 1. DEFINITIONS. For the purposes of this Article IX, the definition of the terms “agent”, “proceeding”, and “expenses” shall be governed by Section 5238 of the Code.

Section 2. INDEMNIFICATION IN ACTIONS BY THIRD PARTIES. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Section 5233 of the Code, or an action brought by the Attorney General of California or a person granted relator status by the Attorney General of

California for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. INDEMNIFICATION IN ACTIONS BY OR IN THE RIGHT OF THE CORPORATION. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the corporation, or brought under Section 5233 of the Code, or brought by the Attorney General of California or a person granted relator status by the Attorney General of California for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3 for any of the following:

(a) Any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such action was brought shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(b) Amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General of California.

Section 4. INDEMNIFICATION AGAINST EXPENSES. To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article IX or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. REQUIRED DETERMINATIONS. Except as provided in Section 4 of this Article IX, any indemnification under this Article shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article IX by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or

(b) The court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the corporation.

Section 6. ADVANCE OF EXPENSES. Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article IX.

Section 7. OTHER INDEMNIFICATION. No provision made by the corporation to indemnify its directors or officers for the defense of any proceeding, whether contained in the articles of incorporation, bylaws, a resolution of directors, an agreement, or otherwise, shall be valid unless consistent with this Article IX. Nothing contained in this Article IX shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8. FORMS OF INDEMNIFICATION NOT PERMITTED. No indemnification or advance shall be made under this Article IX, except as provided in Section 4 or Section 5(b), in any circumstance if it appears that:

(a) It would be inconsistent with a provision of the articles of incorporation, bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) It would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. INSURANCE. The corporation shall have the power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Article IX; provided, however, that the corporation shall have no power to

purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Section 5233 of the Code.

ARTICLE X RECORDS AND REPORTS

Section 1. MAINTENANCE OF CORPORATE RECORDS. The corporation shall keep (a) adequate and correct books and records of account kept either in written form or in any other form capable of being converted into written form and (b) minutes, in written form, of the proceedings of the board of directors and committees of the board. All such records shall be kept at the corporation's principal executive office, or if its principal executive office is outside the State of California, at its principal office in this state.

Section 2. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal office in this state, the original or a copy of its articles of incorporation and bylaws, as amended to date, that shall be open to inspection by the directors at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal office in this state, the Secretary shall, upon the written request of any director, furnish to such director a copy of the articles of incorporation or bylaws, as amended to date.

Section 3. INSPECTION. Every director shall have the absolute right at any reasonable time, and from time to time, to inspect all books, records, and documents of every kind and the physical properties of the corporation. Such inspection by a director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts.

Section 4. ANNUAL REPORTS. The board of directors shall cause an annual report to be sent to the directors within 120 days of the corporation's fiscal year end. That report shall contain the following information, in appropriate detail, for the fiscal year:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes;
- (d) The expenses or disbursements of the corporation for both general and restricted purposes; and
- (e) Any information required by Section 5 of this Article X.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

Section 5. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, the corporation shall annually prepare and mail or deliver to each director within 120 days after the corporation's fiscal year end, a statement (described below) of any transaction or indemnification (i) in which the corporation was a party and (ii) in which an "interested person" had a direct or indirect material financial interest, if any such transaction occurred. For this purpose, an "interested person" is any director or officer of the corporation.

The statement shall include the following information:

(a) A brief description of any transaction during the previous fiscal year that involved more than \$50,000, or was one of a number of transactions in which the same interested person had a direct or indirect material financial interest involving, in the aggregate, more than \$50,000;

(b) The names of interested persons involved in such transactions described in the preceding paragraph (a), their relationship to the corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest; provided, however, that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated; and

(c) A brief description of the amount and circumstances of any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the corporation under Article IX of these bylaws, unless that indemnification already has been approved by the directors under Section 5238(e)(2) of the Code.

ARTICLE XI GENERAL MATTERS

Section 1. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors.

Section 2. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED. Except as otherwise provided in these bylaws, the board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances;

and, unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 3. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The chairman of the board, the president, or any vice president, or any other person authorized by resolution of the board of directors or by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority granted to said officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised by any such officer in person or by any person authorized to do so by a proxy duly executed by said officer.

Section 4. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Law shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the singular number includes the plural, the plural number includes the singular, the masculine gender includes the feminine and neuter, and the term "person" includes both a corporation and a natural person. All references in these bylaws to the Law, the Law, or to the Code shall be deemed to be those in effect from time to time.

ARTICLE XII AMENDMENTS

The board may adopt, amend, or repeal bylaws unless doing so would be a prohibited amendment under the California Corporations Code. Any amendment to these bylaws will require a majority vote of the directors then in office; provided, however, that if the articles of incorporation of the corporation set forth the number of authorized directors of the corporation, the authorized number of directors may be changed only by an amendment of the articles of incorporation.

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected and acting Secretary of The Cottonwood School, a California nonprofit public benefit corporation, does hereby certify that the foregoing First Amended Bylaws constitute the bylaws of this corporation as duly adopted at the meeting of the Board of Directors of The Cottonwood School on June 16, 2020.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 16th day of June, 2020.

Teresa Lyday Selby, Secretary

Cottonwood

July 2020

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

August 2020

S	M	T	W	Th	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020

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

Notes:

July 28 – Board Meeting

August 25 – Board Meeting

September 22 – Board Meeting

October 27 – Board Meeting

November 17 – Board Meeting

December 8 – Board Meeting

January 26 – Board Meeting

February 23 – Board Meeting

March 23 – Board Meeting

April 27 – Board Meeting

May 25 – Board Meeting

June 22 – Board Meeting

October 2020

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

November 2020

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1	2	3	4	5	6	7
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020

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

January 2021

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

February 2021

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021

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21	22	23	24	25	26	27
28	29	30	31			

April 2021

S	M	T	W	Th	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2021

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

June 2021

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

Legend:

Blue – Board Meeting

Green – Holiday

Orange – Due Date
(See appendix)

2020-2021

Appendix – Important Due Dates

October

- Unaudited Actuals
- November 1st - Dashboard Indicators due to the state

December

- Approval of Previous Years Audit
- December 15th - LCAP (for 2020-2021 School Year Only)
- December 15th - First Interims due to the county

January

- February 1st - SARC (School Accountability Report Card) due to the state

February

- March 1st - Comprehensive School Safety Plan

March

- March 15th - Second Interims due to the county
- March 31st - Auditor Selection Form due to the county

April

- April 1st - Form 700s due to the County Board of Supervisors
- School Calendars

May

- Public Hearing of LCAP

June

- Adopted Budget
- Final Approval of the LCAP
- Board Meeting Calendar

County	School	Role	Regular Pay	Other Pay	Benefits	Total Pay & Benefits
Cottonwood	Buckeye Union Elementary	Superintendant	\$173,053.50	\$38,803.00	\$35,641.11	\$247,497.61
Sacramento	Growth Peak	Principal	\$101,437.56	\$0.00	\$14,443.12	\$115,880.68
El Dorado	El Dorado Union High School District	Principal	\$178,771.50	\$1,779.00	\$29,398.89	\$209,949.39
Placer	Ackerman Charter School District	Superintendant	\$138,038.19	\$10,752.85	\$25,624.85	\$174,415.89



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Average Salaries & Expenditure Percentage - *CalEdFacts*

This content is part of California Department of Education's information and media guide about education in the State of California. For similar information on other topics, visit the full [CalEdFacts](#).

Statewide Average Salaries and Expenditure Percentages: 2017–18

The State Superintendent of Public Instruction is required by California *Education Code (EC)* Section 41409(c) to provide annually to each school district, for use in the School Accountability Report Card (SARC), the statewide salary averages for teachers and administrators and the statewide percentage of expenditures spent on personnel in the following categories:

1. Beginning, midrange, and highest salary paid to teachers
2. Salaries of school-site principals
3. Salaries of district superintendents
4. Percentage of expenditures allocated to teacher salaries
5. Percentage of expenditures allocated to administrative personnel salaries

Existing law also requires the State Superintendent to group the statewide salary averages and percentage of expenditures by district type (elementary, high, and unified) and by size based on regular annual average daily attendance.

Every school district, except for kindergarten through grade twelve districts with a single school, must include in its SARC (*EC* Section 41409.3) the statewide averages and expenditure percentages provided by the State Superintendent along with the district's salaries and expenditure percentages for comparative purposes.

For more information regarding statewide average salary fiscal information, contact the Office of Financial Accountability and Information Services by phone at 916-322-1770 or by email at sacsinfo@cde.ca.gov. Questions concerning program information should be directed to the Policy and Evaluation Division by phone at 916-319-0875 or by email at sarc@cde.ca.gov. Additional information is also available on the California Department of Education [SARC web page](#).

Statewide Average Salaries and Expenditure Percentages for the School Accountability Report Card: 2017–18

ADA = Average Daily Attendance

Elementary School Districts

Statewide Averages	Small ADA <1,000	Medium ADA 1,000 to 4,999	Large ADA ≥5,000
Beginning Teacher Annual Salary	\$45,252	\$49,378	\$45,741

Midrange Teacher Annual Salary	\$65,210	\$77,190	\$81,840
Highest Teacher Annual Salary	\$84,472	\$96,607	\$102,065
School-Site Principal Annual Salary (Elementary)	\$107,614	\$122,074	\$129,221
School-Site Principal Annual Salary (Middle)	\$112,242	\$126,560	\$132,874
School-Site Principal Annual Salary (High)	N/A	\$126,920	\$128,660
District Superintendent Annual Salary	\$124,686	\$186,346	\$224,581
Percentage Allocated for Administrative Salaries	6.60%	5.96%	5.37%
Percentage Allocated for Teacher Salaries	31.42%	35.59%	36.38%

High School Districts


Statewide Averages	Small ADA <1,000	Medium ADA 1,000 to 3,999	Large ADA ≥4,000
Beginning Teacher Annual Salary	\$48,044	\$48,684	\$52,466
Midrange Teacher Annual Salary	\$67,032	\$78,920	\$87,373
Highest Teacher Annual Salary	\$89,023	\$99,844	\$109,803
School-Site Principal Annual Salary (Middle)	N/A	\$135,905	\$142,025
School-Site Principal Annual Salary (High)	\$123,219	\$134,157	\$153,904
District Superintendent Annual Salary	\$138,074	\$185,654	\$241,221
Percentage Allocated for Administrative Salaries	5.87%	5.76%	4.70%
Percentage Allocated for Teacher Salaries	28.38%	31.07%	33.29%

Unified School Districts

Statewide Averages	ADA <1,500	ADA 1,500 to 4,999	ADA 5,000 to 9,999	ADA 10,000 to 19,999	ADA ≥20,000
Beginning Teacher Annual Salary	\$43,574	\$46,208	\$49,084	\$51,374	\$48,612
Midrange Teacher Annual Salary	\$63,243	\$72,218	\$76,091	\$80,151	\$74,676
Highest Teacher Annual Salary	\$86,896	\$92,742	\$95,728	\$100,143	\$99,791

School-Site Principal Annual Salary (Elementary)	\$103,506	\$113,112	\$118,990	\$126,896	\$125,830
School-Site Principal Annual Salary (Middle)	\$108,961	\$118,220	\$125,674	\$133,668	\$131,167
School-Site Principal Annual Salary (High)	\$108,954	\$127,356	\$137,589	\$143,746	\$144,822
District Superintendent Annual Salary	\$136,125	\$186,823	\$230,096	\$245,810	\$275,796
Percentage Allocated for Administrative Salaries	6.40%	5.83%	5.61%	5.15%	5.06%
Percentage Allocated for Teacher Salaries	30.33%	32.54%	34.62%	35.21%	33.84%

The average salary of public school teachers in 2017–18 for the State of California was \$80,680.

According to Table B-6 of the *National Education Association's (NEA) Rankings & Estimates: Rankings of the States 2018 and Estimates of School Statistics 2019* report, California's 2017–18 average teacher salary ranked second highest in comparison to all other states. To download and view NEA's full report, please visit [NEA's web site](#) .

Questions: Financial Accountability & Information Services | sacsinfo@cde.ca.gov | 916-322-1770

Last Reviewed: Wednesday, July 17, 2019
