

# Heartwood Charter School

## Agenda for the Meeting of the Heartwood Charter School Board of Directors

Location: 170 Liberty School Road, Petaluma, CA 94930

Call in location: 55 Fire Rd, Woodacre, CA 94973

The meeting may be joined by phone: [\(US\) +1 301-715-8592](tel:+13017158592) Passcode: 505444

Or by video conference

Join Zoom Meeting: <https://us06web.zoom.us/j/81539297792?pwd=HTOqrzI83bONEMwpLExr8NoN2bHQ9A.1&jst=2>

### Thursday September 4, 2025

#### 9:30 AM Public Session

##### Call to Order

- I. Roll Call
- II. Regular Meeting
  - A. Agenda Adjustments and Approval
- III. Correspondence
- IV. Public Comment
- V. Reports and Information
  - A. Director's Report
    1. Staffing
    2. Academics
  - B. Finance
    1. Budget Report
- VI. Action Items
  - A. The Board will consider the personnel actions and approve, defer or agree to study further.
  - B. The Board will consider opening currently closed Bothin Program classes and approve, defer, or agree to study further.
  - C. The Board will consider the revised Employee Handbook and approve, defer or agree to study further.
  - D. The Board will consider the revised Parent Handbook and approve, defer or agree to study further.
  - E. The Board will consider the Memorandum of Understanding (MOU) with the Girls Scouts of Northern California for the Bothin Resource Center site rental, and approve, defer or agree to study further.
  - F. The Board will consider the health insurance renewal plan and approve, defer or agree to study further.
  - G. The Board will consider changes to employee health benefits and approve, defer or agree to study further.
  - H. The Board will consider the Spending Plan for the Heartwood Educational Collaborative donation and approve, defer or agree to study further.
- VII. Consent Items
  - A. Contract with
- VIII. Board Discussion – this time is reserved for Board members to address colleagues and staff about matters they believe need study or action. The President will direct what action he or she feels should be taken on any item introduced by a Board member.
  - A. AB 84 and legislative actions
  - B. Renewal
  - C. School initiatives for academic improvement
  - D. School initiatives for social and emotional development
- IX. Closed Session
  - A. Public Employee Performance Evaluation (Gov. Code section 54957(b)(1).)

- B. Special Education process review (student confidential)
- X. Open Session
- XI. Action Taken in Closed Session
- XII. Dates and Future Agenda Items conditions
- XIII. Adjourn



## **Summary of Revisions**

**Heartwood Charter School**

**Employee Handbook, and Parent and Student Handbook**

**September 4, 2025**

1. Employee Handbook Revisions
  - a. Previously Violence in Workplace
  - b. Workplace Section
    - i. Title 9
    - ii. Added Gifts and Classroom Funds
    - iii. Added Safety Plan with Contingency
  
2. Parent Handbook Revisions
  - a. Comprehensive revision to comply with recent Ed Code and workplace laws
  - b. Safety Plan with Contingency
  - c. Annual Notices
  - d. Retention and High School Graduation policy
  - e. Suicide Prevention policy
  - f. Technology policy
  - g. Work Assignment and Lesson Plans



# HEARTWOOD

## CHARTER SCHOOL

### EMPLOYEE HANDBOOK

#### Table of Contents

#### INTRODUCTION TO HANDBOOK

[IX, Harassment, Intimidation, Discrimination & Bullying Policy](#)

#### CONDITIONS OF EMPLOYMENT

[Employment At-Will](#)

[Child Abuse and Neglect Reporting](#)

[Professional Development Training](#)

[Criminal Background Checks](#)

[Tuberculosis Testing](#)

[Immigration Compliance](#)

[Professional Boundaries: Staff/Student Interaction Policy](#)

[Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation](#)

[Whistleblower Policy](#)

[Drug and Alcohol Free Workplace](#)

[Confidential Information](#)

[Conflict of Interest](#)

[Smoking](#)

#### THE WORKPLACE

Work Schedule

Meal and Rest Periods

Lactation Accommodation

Attendance and Tardiness

Time Cards/Records

Use of Email, Voicemail and Internet Access

Personal Business

Social Media

Personal Appearance/Standards of Dress

Health and Safety Policy

Security Protocols

Occupational Safety

Accident/Incident Reporting

Reporting Fires and Emergencies

Employee Reimbursements

Classroom Donations

Gifts

[EMPLOYEE WAGES AND HEALTH BENEFITS](#)

- Payroll Withholdings
- Overtime Pay
- Paydays
- Wage Attachments and Garnishments
- Medical Benefits
- COBRA Benefits

[Bothin Staff Absence and Sickness Policy](#)

[PERSONNEL EVALUATION AND RECORD KEEPING](#)

- Employee Reviews and Evaluations
- Personnel Files and Record Keeping Protocols

[HOLIDAYS, VACATIONS AND LEAVES](#)

- Holidays
- Vacation
- Unpaid Leave of Absence
- Sick Leave
- Family Care and Medical Leave
- Pregnancy Disability Leave
- Industrial Injury Leave (Workers' Compensation)
- Military and Military Spousal Leave of Absence
- Bereavement Leave
- Jury Duty or Witness Leave
- Voting Time Off
- School Appearance and Activities Leave
- Bone Marrow and Organ Donor Leave
- Victims of Abuse Leave
- Returning From Leave of Absence

[DISCIPLINE AND TERMINATION OF EMPLOYMENT](#)

- Rules of Conduct
- Off-Duty Conduct
- Termination of Employment

[INTERNAL COMPLAINT REVIEW](#)

- Internal Complaints
  - Policy for Complaints Against Employees
  - General Requirements

[AMENDMENT TO EMPLOYEE HANDBOOK](#)

[APPENDIX A - HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM](#)

[APPENDIX B - INTERNAL COMPLAINT FORM](#)

[APPENDIX C- SAFETY PLAN AND INSTRUCTIONAL CONTINUITY PLAN \(NON-CLASSROOM BASED\)](#)



# HEARTWOOD

---

## CHARTER SCHOOL

### **INTRODUCTION TO HANDBOOK**

This Handbook is designed to help employees get acquainted with Heartwood Charter School (hereinafter referred to as “Heartwood” or the “School”). It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. Heartwood also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Executive Director.

Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, and return it to the Executive Director. This will provide the School with a record that each employee has received this Handbook.



# HEARTWOOD

---

## CHARTER SCHOOL

### **TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY**

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Heartwood Charter School ("HCS" or the "Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether.

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

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

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom HCS does business, or any other individual, student, or volunteer. HCS will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted.

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom HCS does business, and all acts of HCS's Board of Directors ("Board") in enacting policies and procedures that govern HCS.

HCS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

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

Heather Deyden  
Asst Director of Operations  
Heather@heartwoodcharterschool.org

### **Definitions**

**Harassment** means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

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

### **Sexual Harassment**

In accordance with Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. Part 106) and California law, discrimination and harassment on the basis of sex in education institutions, including in the education institution's admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by HCS.

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

Under Title IX, "sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;

- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
- “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

Examples of conduct that may fall within the Title IX definition of sexual harassment, the Education Code definition of sexual harassment, or both:

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

- Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

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

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

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

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

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

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
  - Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.

---

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

- Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
- Creating a false profile for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- An act of “Cyber sexual bullying” including, but not limited to:
  - The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

**Formal Complaint of Sexual Harassment** means a written document filed and signed by a complainant who is participating in or attempting to participate in HCS’s education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that HCS investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, a complainant must be participating in or attempting to participate in HCS’s education program or activity.

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

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

HCS has adopted the following procedures for preventing acts of bullying, including cyberbullying.

#### **Cyberbullying Prevention Procedures**

HCS advises students:

- To never share passwords, personal data, or private photos online.

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

HCS informs its employees, students, and parents/guardians of HCS's policies regarding the use of technology in and out of the classroom. HCS encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

### **Education**

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

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

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

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

### **Professional Development**

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

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

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

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by HCS and available research to be at elevated risk for bullying and provides its certificated employees with information on existing school and community resources related to the support of these groups. These groups include but are not limited to:

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

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

## **Grievance Procedures**

### **Scope of Grievance Procedures**

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

- Are written and signed;
- Filed by an individual who alleges that they have personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- Submitted to the HCS UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

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

### **Submitting a Report or Complaint**

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

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the Coordinator (or the [INSERT TITLE] if the complaint is against the Coordinator) as soon as possible after the incidents giving rise to the report or complaint.

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

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

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

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

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

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff, and any individual designated as a Title IX Coordinator, investigator or decisionmaker and any person who facilitates an informal resolution process will receive Title IX training and/or instruction concerning sexual harassment as required by law.

### **Supportive Measures Under Title IX**

Upon the receipt of a report of sexual harassment or a formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the

filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

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

### **Investigation and Response**

Upon receipt of a report or complaint of misconduct prohibited by this Policy, the Coordinator or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than thirty (30) school days.

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

If the complaint is against the Coordinator, the Executive Director or designee will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

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

- Notice of the Allegations

- Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
  - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;

- A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
- A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
- A statement that HCS prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.

● Emergency Removal

- HCS may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with HCS's policies.
- HCS may remove a respondent from HCS's education program or activity on an emergency basis, in accordance with HCS's policies, provided that HCS undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
- This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.

● Informal Resolution

- If a formal complaint of sexual harassment is filed, HCS may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If HCS offers such a process, it will do the following:
  - Provide the parties with advance written notice of:
    - The allegations;
    - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
    - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
    - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
  - Obtain the parties' advance voluntary, written consent to the informal resolution process.
- HCS will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

● Investigation Process

- The decisionmaker will not be the same person(s) as the Coordinator or the investigator. HCS shall ensure that all decisionmakers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
- In most cases, a thorough investigation will take no more than thirty (30) school days. If the Coordinator determines that an investigation will take longer than thirty (30) school days and needs to be delayed or extended due to good cause, the Coordinator or designee will inform the complainant and any respondents in writing of the reasons for the delay or extension. The entire Title IX process, including informal resolution, opportunities to respond, and determination of responsibility may take ninety (90) calendar days or longer, depending on the complexity of the investigation and the issues raised.
- The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
- The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
- A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
- Prior to completion of the investigative report, HCS will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
  - If the alleged harassment did not occur in HCS's education program or activity, or against a person in the United States, or would not constitute sexual harassment under Title IX even if proved, the formal complaint with regard to that conduct must be dismissed for purposes of sexual harassment under Title IX. However, such a dismissal does not preclude action under another applicable HCS policy.
  - HCS may dismiss a formal complaint of sexual harassment if:
    - The complainant provides a written withdrawal of the complaint to the Coordinator;
    - The respondent is no longer employed or enrolled at HCS; or
    - The specific circumstances prevent HCS from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.

- If a formal complaint of sexual harassment or any of the claims therein are dismissed, HCS will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
  - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
  - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
  - HCS will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
    - The allegations in the formal complaint of sexual harassment;
    - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
    - The findings of facts supporting the determination;
    - The conclusions about the application of HCS's code of conduct to the facts;
    - The decision and rationale for each allegation;
    - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
    - The procedures and permissible bases for appeals.

### **Consequences**

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

### **Right of Appeal**

Should the reporting individual find HCS's resolution unsatisfactory for complaints within the scope of this Policy, other than formal complaints of sexual harassment, the reporting individual may, within five (5) business days of notice of HCS's decision or resolution, submit a written appeal to the President of the HCS Board, who will review the investigation and render a final decision.

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

- The complainant and the respondent shall have the same appeal rights and HCS will implement appeal procedures equally for both parties.
- Within five (5) business days of HCS's written decision or dismissal of the complaint, the complainant or respondent may submit a written appeal to the President of the Board, who will serve as the appeal decisionmaker or designate an appeal decisionmaker.
- The decisionmaker for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decisionmaker.
- The complainant and respondent may appeal from a determination regarding responsibility, and from HCS's dismissal of a formal complaint or any allegations therein, on the following bases:
  - Procedural irregularity that affected the outcome of the matter;
  - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
  - The Title IX Coordinator, investigator(s), or decisionmaker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- HCS will notify the other party in writing when an appeal is filed.
- The decisionmaker for the appeal will: 1) give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; 2) issue a written decision describing the result of the appeal and the rationale for the result; and 3) provide the written decision simultaneously to both parties.

### **Recordkeeping**

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

HCS will maintain the following records for at least seven (7) years:

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

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]



**TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING  
COMPLAINT FORM**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you have a complaint against: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements; etc.) (Attach additional pages, if needed):

---

---

---

---

**I hereby authorize HCS to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination or expulsion from the Charter School.**

\_\_\_\_\_  
Signature of Complainant

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

\_\_\_\_\_  
Print Name

**To be completed by the Charter School:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Follow up Meeting with Complainant held on: \_\_\_\_\_



# HEARTWOOD

## CHARTER SCHOOL

### CONDITIONS OF EMPLOYMENT

#### Equal Employment Opportunity Is Our Policy

Heartwood is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including reproductive health decision making, pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. Heartwood will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. Heartwood will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.



# HEARTWOOD

---

## CHARTER SCHOOL

### **Employment At-Will**

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.



# HEARTWOOD

## CHARTER SCHOOL

### **Child Abuse and Neglect Reporting**

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

Heartwood will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.



# HEARTWOOD

## CHARTER SCHOOL

### **Professional Boundaries: Staff/Student Interaction Policy**

Heartwood recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

#### Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

## Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

## Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

## Examples of Specific Behaviors

The following examples are not an exhaustive list:

### *Unacceptable Staff/Student Behaviors (Violations of this Policy)*

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

**(These behaviors should only be exercised when a staff member has parent and supervisor permission.)**

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

Cautionary Staff/Student Behaviors

**(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)**

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.

- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Executive Director about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.



# HEARTWOOD

---

CHARTER SCHOOL

## **Criminal Background Checks**

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Executive Director.



# HEARTWOOD

---

## CHARTER SCHOOL

### **Tuberculosis Testing**

All employees of the School must submit written proof from a health care provider of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.



# HEARTWOOD

---

## CHARTER SCHOOL

### **Immigration Compliance**

Heartwood will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, Heartwood will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.



# HEARTWOOD

---

CHARTER SCHOOL

## **Professional Development Training**

All employees are required to participate in Professional Development Trainings due within 60 days of the first day of instruction or 60 days from your initial hire date should that be after the first day of instruction. These trainings will be held virtually or onsite at either the Bothin Waldorf Campus in Fairfax, CA or the Liberty Resource Center in Petaluma, CA. If employees are unable to attend the specific trainings, employees must notify their supervisor and arrange alternate training to be conducted virtually with the team.

All employees will be required to participate in trainings throughout the year conducted virtually pertaining to updates in our workflow, systems and anything else that may be required to keep the School compliant with State requirements monitored by our Auditor.



# HEARTWOOD

## CHARTER SCHOOL

### **Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation**

Heartwood is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. Heartwood's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including reproductive health decision making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

Heartwood does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other persons with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Executive Director or designee.

When Heartwood receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Executive Director) or the Executive Director or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. Heartwood is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

## Prohibited Unlawful Harassment

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

## Prohibited Unlawful Sexual Harassment

Heartwood is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

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

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged

to immediately report such harassment to the Executive Director. See **Appendix A** for the “Harassment/Discrimination/Retaliation Complaint Form.” See **Appendix B** for the general “Internal Complaint Form.”

Sexual harassment may include, but is not limited to:

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

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most

situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate Heartwood policy.



# HEARTWOOD

---

## CHARTER SCHOOL

### **Whistleblower Policy**

Heartwood requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.



# HEARTWOOD

---

CHARTER SCHOOL

## **Drug and Alcohol Free Workplace**

Heartwood is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, volunteers, and independent contractors, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use by employees, volunteers, and independent contractors in the workplace or during the performance of duties for the School is extremely harmful to employees and to other Heartwood stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs by employees on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination. Volunteers or independent contractors in violation of this policy may be subject to dismissal from their duties or contract revocation, respectively.



# HEARTWOOD

---

CHARTER SCHOOL

## **Confidential Information**

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.



# HEARTWOOD

---

CHARTER SCHOOL

## **Conflict of Interest**

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Executive Director, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.



# HEARTWOOD

---

CHARTER SCHOOL

## **Smoking**

All Heartwood facilities are no smoking facilities. This includes the Bothin Waldorf Resource Center, Liberty Resource Center, field trip locations, club locations, and virtual locations.



# HEARTWOOD

## CHARTER SCHOOL

### **THE WORKPLACE**

#### **Work Schedule**

Business hours are normally 8:00 a.m. – 5:00 p.m., Monday through Friday. The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

#### **Adjunct Duties**

All exempt employees will be assigned adjunct duties. These duties will primarily be based at the Resource Center in Petaluma or at the Bothin Center or conducted virtually. Duties may include, but are not limited to, the following:

- Weekly or biweekly community classes
- Workshops
- Vendor fair participation
- CAASPP Test Proctoring
- State mandated test proctoring
- Festivals, fairs and other marketing activities
- Leading field trips
- Local farmers markets or other off-site marketing opportunities
- Committee leading, planning, projects
- Team development projects
- Virtual workshops, tutoring time
- Program development

#### **Meal and Rest Periods**

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5<sup>th</sup> hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and Heartwood mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

### **Lactation Accommodation**

Heartwood accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

Heartwood will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

### **Attendance and Tardiness**

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning.

If it is necessary to be absent or late, employees are expected to telephone the Executive Director as soon as possible but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the Executive Director sufficiently informed of the situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Executive Director will be considered a voluntary resignation from employment.

### **Time Cards/Records**

By law, Heartwood is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall be required to utilize the School's time card system.

Nonexempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card indicates when the employee arrived and when the employee departed. All nonexempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Nonexempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact the Executive Director to make the correction and such correction must be initialed by both the employee and the Executive Director.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's worksheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

### **Use of Email, Voicemail and Internet Access**

Heartwood will permit employees to use its email, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file or email or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. Heartwood retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

5. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

### **Personal Business**

Heartwood's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use School material, time or equipment for personal projects.

### **Social Media**

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

### **Personal Appearance/Standards of Dress**

Heartwood expects employees to dress appropriately in business casual attire. The nature of the School's work environment serves parents/guardians, students, vendors and other team/staff members. Heartwood families make decisions about the quality of our educational services based on their interaction with you. Consequently, employees are expected to dress professionally while performing duties for the School.

Employees are required to adhere to business casual attire, which includes suits, pants, jackets, shirts, skirts and dresses that, while not formal, are appropriate for a business environment.

Examples of appropriate business attire include a polo shirt with pressed khaki pants, a sweater and a skirt with corduroy pants, a jacket with a skirt or slacks and a blouse or a sweater with a skirt or pants. Pantsuits and sports jackets also fit the business casual work environment if they are not too formal.

Jeans, t-shirts, shirts without collars and footwear such as flip-flops, sneakers, and sandals may be considered appropriate but employees must consider the environment and dress appropriately and professionally.

Employees are expected to demonstrate good judgment and professional taste. Employees must use courtesy towards coworkers and consider their professional image being portrayed to parents/guardians and students as the factors used to assess whether employees are dressing in business attire that is appropriate.

Exceptions to this dress code include themed costume days or social events held at the Bothin campus, Petaluma Resource Center, or virtually.

### **Health and Safety Policy**

Heartwood is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Executive Director any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

### **Security Protocols**

Heartwood has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Executive Director. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Executive Director when keys are missing or if security access codes or passes have been breached.

## **Occupational Safety**

Heartwood is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. Heartwood's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

## **Accident/Incident Reporting**

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

## **Reporting Fires and Emergencies**

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

## **Expense Reimbursement Policy**

### **Pre Approval**

Employees may receive reimbursement for job or school related expenses incurred. Reimbursement must be pre-approved by the employee's supervisor prior to incurring the expense. For expenditures over \$300 the expense must also be pre-approved by the business manager.

### **School Purchasing**

For instructional and class related materials, or office supplies, the purchase should be made by the school rather than the employee wherever possible to maintain any purchasing advantages and discounts. In these cases, please submit a request for materials or supplies to your supervisor. At this time, the Executive Director will be approving purchases, and the Board President will be approving the budget expenditure.

#### Donations and Classroom Funds

Teachers shall not seek funds from parents to pay for classroom curriculum, supplies, services or any other expenses associated with the classroom. All classroom needs must be provided by the school. Teachers should bring classroom needs to Administration for approval. Approved items will be acquired via the school's purchasing processes.

#### Gifts

As public employees, teachers and staff shall not accept gifts from parents, or school suppliers or vendors, or receive personal grants, beyond \$50 in value. Small gifts of appreciation are welcome.

#### Employee Expenses

In the event that the employee must make an expenditure, submit description and cost of intended materials to direct supervisor for pre-approval. After receipt of pre-approval keep a record of the pre-approval email for the reimbursement. After the transaction is made:

- [Make a copy of this form](#) (please do not use the original)
- Fill out the form based off of the receipts that you kept for the expenses
- Email the completed form, receipts and the expenditure pre-approval to your supervisor
- The expense will be reimbursed via separate check at this time.

#### Employee Expenses Related to Travel or Event

The employee must make an itemized list of expenses related to the travel or event and submit for pre-approval. Expenses underestimated or not listed will not be reimbursed. After travel fill out an Employee Expense form, attach all receipts for expenses incurred and the expenditure pre-approval, and submit to your supervisor for expense approval. The expense will be reimbursed via separate check at this time.



# HEARTWOOD

---

## CHARTER SCHOOL

### **EMPLOYEE WAGES AND HEALTH BENEFITS**

#### **Payroll Withholdings**

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School. Teachers who contribute to Cal-STRS do not contribute to Social Security.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period where it will go into effect.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Executive Director to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Executive Director. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Executive Director and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

### **Overtime Pay**

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. Heartwood will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Executive Director. Heartwood provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

### **Paydays**

Paydays are scheduled twice per month on the 15<sup>th</sup> and the last day of each month. If an employee observes any error in his or her check, it should be reported immediately to the Executive Director. Nonexempt employees must submit their timesheet by the 15<sup>th</sup> and the last day of the month to ensure timely payment of their paychecks.

## **Expense Reimbursement Policy**

### Pre- Approval

Employees may receive reimbursement for job or school related expenses incurred. Reimbursement must be pre-approved by the employee's supervisor prior to incurring the expense. For expenditures over \$300, the expense must also be pre-approved by the Business Manager.

### School Purchasing

For instructional and class related materials, or office supplies, purchases must be made by the School rather than the employee, wherever possible, to maintain any purchasing advantages and discounts. In these cases, employees must submit a request for materials or supplies to their supervisor.

### Employee Expenses

In the event that the employee must make an expenditure, employees must submit a description and cost of the intended materials to their direct supervisor for pre-approval.

After receipt of pre-approval, employees must keep a record of the pre-approval email for the reimbursement. After the transaction is made, employees must do the following:

- Make a copy of this form (please do not use the original)
- Fill out the form based off of the receipts that you kept for the expenses
- Email the completed form, receipts and the expenditure pre-approval to your supervisor
- The expense will be reimbursed via separate check at this time.

### Employee Expenses Related to Travel or Events

Employees must make an itemized list of expenses related to School-related travel or a School-related event and submit the list of expenses for pre-approval. Expenses underestimated or not listed may not be eligible for reimbursement. After travel, employees must fill out an Employee Expense form, attach all receipts for expenses incurred and the expenditure pre-approval, and submit it to their supervisor for expense approval. The expense will be reimbursed via separate check at this time.

## **Wage Attachments and Garnishments**

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Executive Director will discuss the situation with the employee.

## **Medical Benefits**

### Eligibility

An employee is eligible for medical coverage if he or she is a regular employee working for the School at least thirty (30) hours per week.

Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

### When Coverage Starts

Employee coverage will begin on the first day of employment or if hired mid-month it will start on the first day of the next month. An enrollment form must be submitted to the Executive Director as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

## **COBRA Benefits**

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

Heartwood will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. Heartwood will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- Heartwood stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.



# HEARTWOOD

## CHARTER SCHOOL

### Teacher and Staff Sick Leave Policy

Purpose: To establish clear guidelines for teachers and staff requesting sick leave, ensuring proper notification and documentation while prioritizing the health and well-being of staff and students.

#### [Bothin Substitute Teacher List](#)

#### Policy:

##### **Notification:**

- Teachers must notify their immediate supervisor as soon as possible, preferably before the start of their workday, when they need to take a sick day. For those on the Bothin campus, notification must be delivered to Tamara Lemesh. For all other Departments, notify Heather Deyden-Littrell
- Notification should include the expected duration of absence and the reason for absence, if applicable.

##### **Documentation:**

- For absences exceeding [specified duration, e.g., 2 days], teachers and staff must provide a doctor's note or other medical documentation upon return to work, verifying the illness.
- In case of a contagious illness, teachers and staff must inform their immediate Supervisor so that proper notifications can be delivered to the community, if necessary.

##### **Procedure for Requesting Sick Leave:**

- Notifications must be delivered to your immediate supervisor by text message and email, preferably both but we will accept one form at least 2 hours before the school day begins.

- Clearly state the date(s) of absence, reason for absence, and anticipated return date.

**Excessive Absences:**

- Repeated or excessive use of sick leave may trigger a review process with the school administration, potentially leading to disciplinary action.
- The school will monitor attendance patterns and address concerns with individual teachers or staff members as needed.

**Emergency Situations:**

- In case of an emergency situation requiring immediate leave, contact your supervisor as soon as possible, followed by appropriate documentation upon return.

**Substitute Teacher Arrangements:**

- Teachers are responsible for making arrangements for substitute teachers when taking sick leave, ensuring a smooth transition in their classroom.



# HEARTWOOD

## CHARTER SCHOOL

### **PERSONNEL EVALUATION AND RECORD KEEPING**

#### **Employee Reviews and Evaluations**

Each employee will receive periodic performance reviews conducted by the Executive Director. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with the Executive Director, and that they are aware of its contents.

Newly hired employees may have their performance goals reviewed by the Executive Director within the first ninety (90) days of employment.

Salary and potential for advancement will be based largely upon job performance. On a periodic basis, the Executive Director will review employee job performance with an employee in order to establish goals for future performance and to discuss current performance. Heartwood's evaluation system will in no way alter the at-will employment relationship.

#### **Personnel Files and Record Keeping Protocols**

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Executive Director advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments

to any disputed item in the file. Heartwood will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Executive Director. Only the Executive Director or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

## **HOLIDAYS, PAID TIME OFF AND LEAVES**

**1/23/2025 Proposed**

### **Holidays**

Regular full-time (greater than 30 hours per week, or 0.75 FTE) exempt and nonexempt employees, or part-time employees with fixed hours (greater than 0.75 FTE)) will receive the following paid holidays and breaks if they fall within their assignment's start and end dates, as specified in their Employment Agreement. These described employees will receive pay for these holidays in accordance with their assigned work hours, if not already concurrent with paid School breaks..

- New Year's Day\*
- Martin Luther King, Jr.'s Birthday
- February Break
- Spring Break
- Memorial Day
- \* Juneteenth
- Fourth of July\* [for 12-month employees]
- Labor Day
- Indigenous People's Day
- Veteran's Day\*
- Day Before Thanksgiving
- Thanksgiving
- Friday after Thanksgiving
- Winter Break December (normally includes Christmas and New Year)

\*When a holiday falls on a Saturday, the preceding Friday will be celebrated as the holiday; if it falls on a Sunday, the following Monday will be celebrated as the holiday. When Christmas falls on a Saturday, the Day before Christmas will be celebrated on Thursday. If Christmas falls on a Sunday or Monday, the day before Christmas will be celebrated on the preceding Friday.

Employee holidays, professional development, and school days are outlined in the School Calendar.

### **Paid Time Off "PTO"**

Paid Time Off ("PTO") is a form of insurance that allows employees to attend to personal illness or disability, the illness or disability of a family member, or other instances of personal necessity that cannot be addressed outside of regular working hours without suffering a loss in pay. PTO is

available to all full-time employees working at least thirty (30) days within a calendar year. For independent study teachers, you must use PTO days if you cannot communicate with the students on your roster and their parents/guardians.

Regular full-time exempt or non-exempt employees working 30 or more hours per week (0.75 FTE or more) will receive 12 PTO days between their assignment's start and end dates. A PTO day equals the number of workday hours of the employee's assigned FTE. For example, for a fixed hour 0.80 FTE employee, one PTO day equals 6.44 hours of PTO. Any former full-time employees who transition to an assignment of 0.70 FTE or more will be eligible for 12 PTO days.

Regular full-time exempt or non-exempt employees working 30 or more hours per week (0.75 FTE or more) will receive four (4) days of PTO on their assigned Start Date for each school year, and will accrue one (1) day on the first of each month thereafter until the annual allotment as specified in the Employment Agreement is reached. Regular full-time employees starting work after the Start Date for their assignment will receive a one (1) day of PTO on their Start Date and one (1) day of PTO on the first of each month thereafter until the end date of their assignment for the year.

Part-time and variable hour employees working less than 30 hours per week will accrue five (5) days of Paid Sick Leave ("PSL") at the beginning of each school year.

No employee will receive pay in lieu of vacation during employment. Vacation does not accrue during an unpaid leave of absence or on disability salary continuation.

While the School recognizes the importance of time off as a period of rest and rejuvenation away from the job, PTO must be scheduled with due consideration for "peak activity periods" during the school year unless PTO is being used to:

- Receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition;
- Assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) or a designated person (i.e., a person identified by the employee at the time the employee requests sick leave), who must receive preventative care or a diagnosis, treatment, or care for an existing health condition; or
- Receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Peak activity periods are the first three weeks of the Instructional Year and the last three weeks of the Instructional Year.

Employees cannot use PTO within the first 3 weeks of the school year, during the training sessions, or during the last three weeks of the school year. Heartwood recognizes that special

situations may arise. The board will consider special requests under exceptional circumstances. It is advised to wait to book travel until the immediate supervisor has granted the use of PTO for vacations.

Any PTO used for vacation and taken during the school year or otherwise should be coordinated and cleared by the Executive Director, subject to scheduling and seniority. No vacation time may be taken by clerical staff during the last two weeks of August unless specifically authorized by the Executive Director. If the need for PTO is unforeseeable, the employee must provide notice for the leave as soon as practicable. To submit a PTO request, employees must send an email to the Executive Director with all pertinent information, and the request will be reviewed.

For clerical employees, PTO should be taken when school is not in session, preferably between July 1 and August 15. PTO is figured on a school year basis, beginning with the start of the school year rather than on a fiscal year or calendar year schedule.

Full-time employees whose employment terminates will be paid for accrued unused PTO days. PTO can accrue up to a maximum of eighteen (18) days of pay. Once this cap is reached, no further PTO will accrue until the following school year. When the new school year begins, an employee is allotted PTO days in the amount of their annual allocation. There is no retroactive grant of PTO compensation for the period of time the accrued PTO compensation was at the cap.

There will be no payment for unused Paid Sick Leave, nor do unused days accrue to the following year.

Once an employee has exhausted PTO or PSL, the employee may continue on unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued leave. Employee requests for unpaid medical leave must be approved in advance by the School.

## **Unpaid Leave of Absence**

Heartwood recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other

type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused PTO, provided that the days were earned prior to the commencement of leave. PTO can not be accrued during any type of unpaid leave of absence.

## **Family Care and Medical Leave**

This policy explains how the School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as “FMLA leave.”

### **Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of baby-bonding where the threshold is twenty (20) employees).

### **Events That May Entitle an Employee to FMLA Leave**

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
  
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).
  - a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
  
  - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any

period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.

3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.

4. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.

#### Amount of FMLA Leave Which May Be Taken

1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.

2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.

3. The “twelve-month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.

4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such

as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

#### Pay during FMLA Leave

1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

#### Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

Heartwood may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have “failed to return from leave” if he/she works less than thirty (30) days after returning from FMLA leave; and
2. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

## Seniority

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced.

## Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School’s request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertification can result in termination of the leave.

## Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Director of Human Resources. An employee asking for a Request for Leave

form will be given a copy of the School's then- current FMLA leave policy.

2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.

6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

7. The School will respond to an FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

#### Return to Work

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.

2. When a request for FMLA leave is granted to an employee (other than a “key” employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).

3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

#### Limitations on Reinstatement

1. Heartwood may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to the School’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of the School’s employees within seventy-five (75) miles of the employee’s worksite.

2. A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

#### Employment during Leave

No employee, including employees on FMLA leave, may accept employment with any other employer without the School’s written permission. An employee who accepts such employment without the School’s written permission will be deemed to have resigned from employment at the School.

#### **Pregnancy Disability Leave**

This policy explains how the School complies with the California Pregnancy Disability Act, which

requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

#### Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

#### Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

#### Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 <sup>1</sup>/<sub>3</sub> weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 <sup>1</sup>/<sub>3</sub> weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 <sup>1</sup>/<sub>3</sub> weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to

work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

#### Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of PTO, or state disability insurance benefits, will not extend the length of pregnancy disability leave.

#### Health Benefits

Heartwood shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) -month period. Heartwood can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
  - The employee is taking leave under the California Family Rights Act.
  - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
  - There is a non-pregnancy related medical condition requiring further leave.
  - Any other circumstance beyond the control of the employee.
3. Employees adding a dependent to their health benefits will be required to submit premium payment to Heartwood while they are on leave.

#### Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

#### Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertification's can result in termination of the leave.

### Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Director of Human Resources. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is

entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position; she must be reinstated to a comparable position unless one of the following is applicable:

- a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
- b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

3. In accordance with Heartwood policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.

4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

#### Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

#### **Industrial Injury Leave (Workers' Compensation)**

Heartwood, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;

- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to the Assistant Superintendent of Business Services;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Director of Human Resources; and
- Provide the School with a certification from your health care provider regarding the need for workers' compensation disability leave as well as your eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to insure that the injured employee receives appropriate medical attention. Heartwood, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Assistant Superintendent of Business Services and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a

medical release from the School's approved medical facility before returning to work.

- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

## **Military and Military Spousal Leave of Absence**

Heartwood shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re- Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued PTO as wage replacement during time served, provided such paid time off accrued prior to the leave.

Except for employees serving in the National Guard, Heartwood will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

Heartwood shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

## **Jury Duty or Witness Leave**

Jury and Witness leave is provided for any employee who is called to serve jury or witness duty in any court during regularly assigned working hours. Prior notification to and approval by the Human Resources Department is required. The School will pay an employee up to fifteen (15) of days paid per jury service term. If an employee is asked to use the call in jury system and he/she is not selected to appear the next morning, the employee must report to work. The employee must notify HR if he/she has been selected to serve on a jury and if possible to notify how long the trial may last in order to plan ahead.

As a reminder as of August 2004, in an effort to avoid duplicate payment of public funds, California Superior Court jurors employed by a government entity (including school districts) who receive their regular compensation during jury service may not be paid daily jury duty fees by the court (California Code of Civil Procedure, Section 215). Hence, when completing the juror affidavit questionnaire, it is your responsibility to check the "Government/Public Employee" box (rather than "Employed"). This alerts the court to withhold payment of jury fees (although you will still receive mileage reimbursement, unless you have elected to waive it).

Note: Employees summoned to United States District Court are entitled to jury fees. Therefore, in accordance with current employee agreements, an amount equal to the jury fees paid by the court will automatically be withheld from the employee's subsequent pay. Employees must provide a copy of Jury Summons or Witness Subpoena when requesting Jury Duty Leave and must submit employer paperwork received from the court at the completion of jury service. Employees must request time off for Jury Service using the BambooHR system.

## **Victims of Abuse Leave**

Heartwood provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide Heartwood with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide Heartwood one (1) of the following certifications

upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, Heartwood will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact Human Resources.

### **Returning from Leave of Absence**

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Director of Human Resources thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If you need further information regarding Leaves of Absence, be sure to consult the Director of Human Resources.



# HEARTWOOD

## CHARTER SCHOOL

### **DISCIPLINE AND TERMINATION OF EMPLOYMENT**

#### **Rules of Conduct**

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Unprofessional conduct.
3. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
4. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
5. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
6. Fighting or instigating a fight on School premises.
7. Violations of the drug and alcohol policy.
8. Using or possessing firearms, weapons or explosives of any kind on School premises.
9. Gambling on School premises.
10. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
11. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record the clock card.
12. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
13. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
14. Excessive absenteeism or tardiness excused or unexcused.
15. Posting any notices on School premises without prior written approval of management,

unless posting is on a School bulletin board designated for employee postings.

16. Immoral or indecent conduct.
17. Conviction of a criminal act.
18. Engaging in sabotage or espionage (industrial or otherwise).
19. Violations of the sexual harassment policy.
20. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
21. Sleeping during work hours.
22. Release of confidential information without authorization.
23. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
24. Refusal to speak to supervisors or other employees.
25. Dishonesty.
26. Failure to possess or maintain the credential, certificate, permit, or other document required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

### **Off-Duty Conduct**

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.

- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. Heartwood shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

### **Termination of Employment**

Should it become necessary for an employee to terminate their at-will employment with the School, employees should notify the Executive Director regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates their at-will employment, they will be entitled to all earned but unused vacation pay. If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.



# HEARTWOOD

---

## CHARTER SCHOOL

### **INTERNAL COMPLAINT REVIEW**

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Executive Director or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

#### **Internal Complaints**

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Executive Director or designee:

1. The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Executive Director or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Executive Director, the complainant may file his or her complaint in a signed writing to the President of the School’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

## **Policy for Complaints Against Employees** (Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Executive Director or Board President (if the complaint concerns the Executive Director) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Executive Director (or designee) shall abide by the following process:

1. The Executive Director or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Executive Director (or designee) finds that a complaint against an employee is valid, the Executive Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Executive Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

### **General Requirements**

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Executive Director) or the Executive Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.



# HEARTWOOD

---

CHARTER SCHOOL

## **AMENDMENT TO EMPLOYEE HANDBOOK**

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

Heartwood reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.



**APPENDIX A**

**HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM**

*It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.*

*If you are an employee of the School, you may file this form with the Executive Director or Board President.*

*Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.*

*Heartwood will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.*

*In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.*

*Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.*

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:

\_\_\_\_\_  
\_\_\_\_\_

List any witnesses that were present:

---

Where did the incident(s) occur?

---

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

---

---

---

---

---

---

---

---

---

---

---

---

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Complainant

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

\_\_\_\_\_  
Print Name

Received by: \_\_\_\_\_

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



**HEARTWOOD**

CHARTER SCHOOL

**APPENDIX B**

**INTERNAL COMPLAINT FORM**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you have a complaint against: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur?  
\_\_\_\_\_

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

\_\_\_\_\_  
Signature of Complainant

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

\_\_\_\_\_  
Print Name

To be completed by School:

Received by: \_\_\_\_\_

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



**Instructional Continuity Plan  
For Non-Classroom Based Schools that Provide In-Person Instruction**

Board Adopted: June 24, 2025

## TABLE OF CONTENTS

INTRODUCTION	3
<b>DEFINITIONS</b>	3
STUDENT AND FAMILY ENGAGEMENT	3
Initial Notification.....	4
Remote Instruction.....	4
Communication.....	5
INSTRUCTION AND ASSESSMENT	6
Independent Study Agreements.....	6
Course Content.....	6
Assessments.....	6
Academic Support.....	6
EQUITABLE ACCESS	6
Students with Disabilities.....	7
English Learners.....	7
Foster Students and Students Experiencing Homelessness.....	7
Mental Health Needs.....	8
ADDITIONAL SUPPORT SERVICES	8
Meals.....	8
Alternative Sources of Electricity & Internet.....	8
After School Care.....	8
RETURN TO IN-PERSON LEARNING	9

## **INTRODUCTION**

Pursuant to Senate Bill 153 and California Education Code section 32282, subdivision (a)(3)(A), Heartwood Charter School (“HCS” or “Charter School”) adopts the following Instructional Continuity Plan (“ICP”) to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to a qualifying emergency or a natural disaster pursuant to California Education Code 41422 and 43692(a), and it materially reduces the Charter School’s average daily attendance (“Emergency Event”).

The Instructional Continuity Plan (“ICP”) states how HCS will:

1. Establish communication with students and families not later than five (5) calendar days of an Emergency Event that disrupts in-person education, with the goal being to establish two-way communication and to identify and provide students with social-emotional, mental health, and academic supports; and
2. Establish access to alternative in-person instruction, remote instruction, or a hybrid model no more than ten (10) instructional days after an Emergency Event disrupts in-person education.

## **DEFINITIONS**

“Remote Learning” means instruction in which the student and certificated teacher are in different locations and instruction shall be aligned with traditional independent study per Education Code 51745-51747.5. Instructional time shall be based on the time value of the learning tasks and assignments delegated by the teacher.

“In-person instruction” means instruction under the immediate physical supervision and control of a certificated employee of the Charter School while engaged in educational activities required of the student at the Charter School’s Resource Center(s) or at an alternative location, such as another school that may be site-based.

“Two-way communication” may include phone calls, email, or instant messaging through ParentSquare, the Charter School’s portal.

“Emergency or natural disaster” may include wildfires, earthquakes, severe weather, floods, landslides, tsunamis, pandemic, infectious disease outbreaks, chemical/hazardous materials spill or threat, etc.

## **STUDENT AND FAMILY ENGAGEMENT**

To provide consistency during an Emergency Event, the Charter School’s primary mode of communication shall be through ParentSquare. This platform provides a secure environment to communicate with each student and their parent/guardian through instant messages, classroom postings, flyers, and embedded documents. In addition to ParentSquare, teachers will communicate with parents/guardians on a regular basis through traditional communication channels (i.e. phone calls, online classroom postings, Zoom, etc.) regarding each student’s academic progress, attendance/participation, behavior, and social-emotional well-being.

## **Initial Notification**

HCS shall:

Engage students and families as soon as practicable following an Emergency Event that disrupts in-person learning. The initial communication establishing two-way communication with students and their families shall occur no later than five (5) calendar days following an Emergency Event. This communication shall:

- Notify students and families that in-person instruction at Resource Centers or remote instruction will be disrupted as a result of the emergency or natural disaster;
- Provide students and families with a status update, based on the most up-to-date and credible sources available, on the nature and extent of the emergency or natural disaster;
- Inform the Charter School community of the methods the school will use to communicate with students and families while in-person instruction is disrupted;
- Request that students and families check in and report their physical well-being, as well as any immediate social-emotional, mental health, and academic needs;
- Provide support for students' social-emotional, mental health, and academic needs by using internal resources to the extent available, and by referring families to any community-based or emergency-focused resources and services providers that may be available; and

## **Remote Instruction**

Charter School shall provide access to in-person, remote, or hybrid instruction as soon as practicable, but no more than ten (10) instructional days following the emergency or natural disaster, which includes:

- If in-person instruction is not feasible, the Charter School will transfer the in-person instruction to remote instruction pursuant to HCS's Independent Study Policy and procedures;
- Provide access to instructional resources such as a laptop, internet, and instructional materials to participate in remote instruction as follows: pick up at the Bothin Resource Center, through CST intervention and our Lending Library members
- If the online portal is not accessible due to unforeseen disruptions, students and families will be provided with Zoom access to ensure schoolwork from teachers related to assignments, instruction, and assessments is uninterrupted; or
- If an Emergency Event disrupts in-person learning and independent study is not feasible, a student may also be offered enrollment in or be temporarily reassigned to another site, school district, county office of education, or charter school<sup>1</sup>. This information will be determined on a

---

<sup>1</sup> When a student is temporarily reassigned to another LEA outside of the school district in which the student's parent(s) or

case-by-case basis and communicated to each impacted family. The Charter School has established partnerships with Liberty Elementary School District to temporarily support HCS's students

### **Communication**

HCS' communication platform is ParentSquare and all communications regarding an Emergency Event will be posted on this platform, which is accessible to all students, parents/guardians, and HCS employees.

ParentSquare will also be used to provide instructions to the school community regarding how and when families will access instruction, academic supports, social-emotional resources, and important updates regarding when in-person instruction will resume at the Resource Center(s).

Other forms of communication will be as follows:

- Questions regarding academic instruction, assessments, homework, etc. will occur through ParentSquare;
- Teachers will communicate with parents/guardians on a regular basis through traditional communication channels (i.e. ParentSquare, Google Classroom, etc);
- The Charter School's website and ParentSquare will:
  - Identify whether instruction may continue through in-person, remote, or hybrid;
  - Provide updates and solutions about the impact the Emergency Event is having on providing in-person, remote, or hybrid instruction; and
  - Provide an outlook for when and how normal operations will resume through the Charter School's ParentSquare, and when in-person or remote instruction will resume.
- If the Emergency Event has negatively impacted power or internet services, flyers will be posted at local community centers, libraries, and other publicly accessible locations.

This information will be provided upon the Charter School's emergency closure and updated every day.

## **INSTRUCTION AND ASSESSMENT**

### **Independent Study Agreements**

All students will be asked to sign an independent study agreement during the enrollment/re-enrollment period every year to ensure agreements are in place prior to an Emergency Event that limits or prevents access to the school site.

### **Course Content**

---

guardian resides, then, notwithstanding any other law, that student shall be deemed to have complied with the residency requirements for attendance in the LEA that is temporarily serving the student pursuant to this ICP.

The Charter School shall provide content aligned to grade level standards that are substantially equivalent to in-person instruction. For high school grade levels, this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.

### **Assessments**

Teachers will use the following assessment tools to check for student understanding: Renaissance/STAR.

The Charter School will use multiple assessment tools to determine each student's areas of progress and growth, including: Renaissance/STAR, IXL, AMIRA.

Each student and their parent/guardian will receive confidential results of the above assessments through Regonline

### **Academic Support**

Students demonstrating the need for additional support will be contacted by Academic Specialists and Special Education to discuss remedial measures or to convene a Student Support Team ("SST"), Section 504, or Individualized Education Program ("IEP") Team meeting to review additional accommodations, services, or support.

Teachers will maintain virtual office hours to provide students or a student's parent/guardian the opportunity to clarify assignments, request additional academic support, or address other areas of concern. Each teacher's office hours will be posted within their virtual classroom.

### **EQUITABLE ACCESS**

The Charter School shall utilize its multi-tiered systems of support ("MTSS") to address the needs of students who are not performing at grade level, or who need support in other areas, such as English Learners, students in foster care or students who are experiencing homelessness, and/or students requiring mental health support. The Charter School complies with the Individuals with Disabilities Education Act ("IDEA") and is committed to meeting the needs of individuals with exceptional needs in order to be consistent with the student's individualized education program ("IEP"). Policies, procedures, and guidelines are in place to ensure that students are identified, assessed, and provided a free appropriate public education ("FAPE") in the least restrictive environment. The Charter School complies with Section 504 of the federal Rehabilitation act of 1973 (29 U.S.C. Sec. 794) and is committed to providing equivalent access to and providing a FAPE to all students with disabilities.

### **Students with Disabilities**

The Charter School shall provide and maintain all accommodations and services in accordance with the emergency alternative plan outlined within each student's IEP and Section 504 Plan.

The Director of Special Education will oversee the implementation of each student's IEP within the remote learning environment. All inquiries related to a student's IEP should be directed to Director of Special Education at Heather Deyden ([sped@heartwoodcharterschool.org](mailto:sped@heartwoodcharterschool.org)).

The Bothin School Counselor will oversee the implementation of each student's Section 504 Plan within the remote learning environment. All inquiries related to a student's Section 504 Plan should be directed to the Bothin School Counselor at [sped@heartwoodcharterschool.org](mailto:sped@heartwoodcharterschool.org).

### **English Learners**

All students who are English Learners ("EL") will receive English Language Development ("ELD") support while enrolled in remote learning. Each teacher will be responsive to each EL students' different strengths, needs and identities, and support the socio-emotional health and development of ELs through structured lessons that explicitly target language development skills in reading, writing, listening, and speaking, interactive activities, scaffolding, visual aids, differentiated instruction to meet each student's unique needs.

The ELPAC Coordinator will oversee the implementation of designated and integrated ELD within the remote learning environment. All inquiries related to an EL should be directed to the ELPAC Coordinator at [scott@heartwoodcharterschool.org](mailto:scott@heartwoodcharterschool.org).

### **Foster Students and Students Experiencing Homelessness**

A student in foster care or a student who is experiencing homelessness will be provided additional support through the Charter School's MTSS and may contact the Homeless and Foster Student Liaison at [Heather@heartwoodcharterschool.org](mailto:Heather@heartwoodcharterschool.org) for additional support.

The National Center for Homeless Education's Helpline is also staffed Monday-Friday, 9:00 AM to 5:30 PM Eastern Time. Email: [NCHE.helpline@safalpartners.com](mailto:NCHE.helpline@safalpartners.com) or phone: +1 305-306-8495.

### **Mental Health Needs**

HCS recognizes that when an Emergency Event occurs it can cause unidentified and unaddressed mental health challenges. Access to mental health services is not only critical to improving the physical and emotional safety of students and employees, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child during an emergency:

Available through the Charter School: 30 minute weekly remote counseling sessions with School Counselors, to request this please email [sped@heartwoodcharterschool.org](mailto:sped@heartwoodcharterschool.org).

#### Available in the Community:

- **National Suicide Prevention Lifeline**  
In a crisis, call 9-1-1 or the National Suicide Prevention Lifeline at 1-800-273-TALK (8255).

- **Sonoma County Warm Line**  
Call (707) 565-2652 for free and private support if you or someone you know is experiencing emotional stress and anxiety during the COVID-19 pandemic. This warm line is available 7 days a week from 10:00 a.m. to 7:00 p.m. Telephone interpretation is available for other languages.
- **24-hour Emergency Mental Health**  
Hotline (800) 746-8181
- **North Bay Suicide Prevention**  
Hotline (855) 587-6373
- **Socoemergency.org:**  
This website, maintained by the County of Sonoma, offers a range of supports and resources.
- **Virtual Local Assistance Center (VLAC)**  
The Virtual Local Assistance Center (VLAC) is a resource listing of governments and support services to help residents impacted by COVID-19.
- <https://www.huckleberryyouth.org/counseling-programs/>
- **APPLE FamilyWorks** (415) 492-0720
- **Asian Advocacy Project** (415) 491-9677
- **Comm. Institute for Psychotherapy** (415) 459-5999
- **Comm. Violence Solutions** 1-800-670-7273
- **Enterprise Resource Center** (415) 457-4554
- **Family Service Agency** (415) 491-5700
- **Hospice by the Bay (Grief)** (415) 927-2273
- **Jewish Family & Children Services** (415) 491-7960
- **Marin Interfaith Street Chaplaincy** (415) 302-0248
- **Novato Youth Center** (415) 892-1643

Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 988 or 1-800-273-8255.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.**
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

**ADDITIONAL SUPPORT SERVICES**

**Meals**

If meal service is disrupted **at the** Charter School, meals will be provided through the following

methods: Sonoma County Office of Education and Marin County Office of Education locations, depending on availability.

### **Alternative Sources of Electricity & Internet**

If power and internet are lost in only a minority of areas, the Charter School will contract with ATT to provide mobile electricity and internet access to reduce interruptions to student learning in affected areas.

### **RETURN TO IN-PERSON LEARNING**

The conditions to be met prior to returning to in-person learning may include, but are not limited to the following:

- Evacuation orders lifted
- Power and utilities functioning
- Healthy air quality
- Access to safe and clean water
- Campus is free from debris and hazards
- Internet fiber lines are connected and functioning
- Staff are available to cover those affected by the Emergency Event
- Kitchen is up and running for meals



# HEARTWOOD

## CHARTER SCHOOL

### Parent/Student Handbook

#### WELCOME

Thank you for choosing Heartwood. We welcome you to our community and look forward to the years ahead with your family. The Parent Handbook policies and procedures are guidelines for parents, caregivers, and students participating in programs at Heartwood Charter School.

[Link to the Parent Student Handbook](#)- revised version pending board review and approval

[Admissions and Enrollment Policy and Procedures](#)- proposed revision pending Board approval

[Immunizations](#)- proposed revision pending Board approval

[Missed Assignment and Involuntary Removal Policy](#)- proposed revision pending board approval

[Policy on Promotion and Retention](#)- proposed revision pending board approval

[Graduation Policy](#)- proposed revision pending Board approval

[Reading Difficulties and Risk Screening Policy](#)- Revised policy pending board approval

[School Sponsored Field Trips & Cultural Excursions Policy](#)- pending board approval and review

[SAFETY PLAN AND INSTRUCTIONAL CONTINUITY PLAN \(NON-CLASSROOM BASED\)](#)



# HEARTWOOD

CHARTER SCHOOL

## **Student & Family Handbook**

### **2025-2026**

**Main Office(707) 200-7812  
enroll@heartwoodcharterschool.org**

**One Site Bothin Staff:  
(415) 328-1020  
or email bothin@heartwoodcharterschool.org  
<https://heartwoodcharterschool.org/>**

## Table of Contents

<b>Welcome</b> .....	5
<b>Mission Statement</b> .....	5
<b>Program Descriptions</b> .....	6
Traditional Homeschool Program.....	6
The Bothin Campus.....	6
<b>Enrollment Requirements</b> .....	7
<b>Program Requirements</b> .....	7
<b>Written Agreement</b> .....	8
<b>Instructional Funds</b> .....	9
<b>Material Orders</b> .....	9
<b>Learning Period Meetings</b> .....	11
<b>Work Samples for Portfolio</b> .....	12
<b>Fulfilling Physical Education Requirements</b> .....	13
<b>Assessments &amp; State Testing</b> .....	15
<b>Benchmark Assessments</b> .....	15
<b>STAR Assessments</b> .....	16
<b>Freckle Assessments</b> .....	16
<b>Testing Accommodations</b> .....	16
<b>Data Privacy</b> .....	16
<b>Failure to Participate</b> .....	16
<b>Proctored State Mandated Testing</b> .....	17
<b>Tests Proctored by Agencies Other Than HCS for High School Students</b> .....	17
<b>High School Graduation Requirements</b> .....	18
<b>Grading Rubric</b> .....	21
<b>High School Transcripts</b> .....	22
<b>Attendance Policy for Heartwood Bothin Waldorf Program</b> .....	22
<b>Inter and Internal Program Transfer Guidelines</b> .....	30
Upcoming School Year Transfers.....	30
Mid-Year Transfers.....	31
<b>Grade Level Placement</b> .....	33
<b>Acceleration and Retention</b> .....	34
<b>Academic Integrity and Plagiarism</b> .....	35

<b>Student Support .....</b>	<b>36</b>
<b>Child Find and Student Support Team.....</b>	<b>36</b>
<b>Assessing For English Language Proficiency.....</b>	<b>37</b>
<b>Student Expectations.....</b>	<b>41</b>
<b>Parent/Guardian Responsibilities.....</b>	<b>42</b>
<b>Recommended Media Guidelines.....</b>	<b>42</b>
<b>Communication.....</b>	<b>44</b>
<b>Complaint Resolution Processes.....</b>	<b>45</b>
<b>Bothin Campus Specific Policies.....</b>	<b>48</b>
<b>Administration of Medication with HCS Assistance.....</b>	<b>48</b>
<b>Self-Administration of Medication (without HCS Assistance).....</b>	<b>49</b>
<b>Visitors and Volunteers.....</b>	<b>49</b>
<b>Field Trips and Excursions.....</b>	<b>51</b>
<b>Dress Code.....</b>	<b>52</b>
<b>Board Policy for Bothin Program Volunteer Expense Reimbursement.....</b>	<b>56</b>
<b>Digital devices within the Bothin Waldorf Program.....</b>	<b>58</b>
<b>Only Service Animals are Permitted on Campus.....</b>	<b>59</b>
<b>APPENDICES.....</b>	<b>60</b>
<b>Key Homeschool Terms and Definitions.....</b>	<b>60</b>
<b>Annual Notice Guide for Families.....</b>	<b>62</b>
<b>A. ANNUAL NOTICES.....</b>	<b>63</b>
<b>Availability of Prospectus.....</b>	<b>63</b>
<b>Campus Search and Seizure.....</b>	<b>63</b>
<b>Cancer Prevention Act.....</b>	<b>64</b>
<b>College Preparatory Course Offerings.....</b>	<b>64</b>
<b>Diabetes.....</b>	<b>64</b>
<b>Dangers of Synthetic Drugs.....</b>	<b>65</b>
<b>Education of Foster and Mobile Youth.....</b>	<b>65</b>
<b>Education of Homeless Children and Youth.....</b>	<b>73</b>
<b>English Learners.....</b>	<b>79</b>
<b>Human Trafficking Prevention.....</b>	<b>80</b>
<b>Immunizations.....</b>	<b>80</b>
<b>Involuntary Removal Process.....</b>	<b>81</b>

<b>Lost or Damaged School Property.....</b>	<b>82</b>
<b>Mental Health Services.....</b>	<b>82</b>
<b>Nondiscrimination Statement.....</b>	<b>83</b>
<b>Oral Health Assessment.....</b>	<b>85</b>
<b>Parent and Family Engagement Policy.....</b>	<b>85</b>
<b>Physical Examinations and Right to Refuse.....</b>	<b>85</b>
<b>Pregnant and Parenting Students.....</b>	<b>85</b>
<b>Safe Storage of Firearms.....</b>	<b>86</b>
<b>School Bus and Passenger Safety.....</b>	<b>87</b>
<b>School Safety Plan and Asbestos Management Plan.....</b>	<b>87</b>
<b>Section 504.....</b>	<b>87</b>
<b>Sexual Health Education.....</b>	<b>87</b>
<b>Special Education /Students with Disabilities.....</b>	<b>88</b>
<b>State Testing.....</b>	<b>89</b>
<b>Student Records, including Records Challenges, Directory Information, and CCGI.....</b>	<b>89</b>
<b>Teacher Qualification Information.....</b>	<b>93</b>
<b>Uniform Complaint Procedure (“UCP”).....</b>	<b>94</b>
<b>Use of Student Information Learned from Social Media.....</b>	<b>99</b>
<b>Complete Policies.....</b>	<b>100</b>
<b>Title IX, Harassment, Intimidation, Discrimination, And Bullying Policy.....</b>	<b>100</b>
<b>Professional Boundaries: Staff/Student Interaction Policy.....</b>	<b>113</b>
<b>Suspension and Expulsion Policy and Procedures.....</b>	<b>117</b>
<b>Suicide Prevention Policy.....</b>	<b>139</b>

Rention a

## **Welcome**

Thank you for choosing Heartwood Charter School! (“HCS,” “Heartwood,” or “Charter School”). We welcome you to our community and look forward to the years ahead with your family. The Student & Family Handbook (“Handbook”) contains important information regarding the Charter School’s policies and procedures. It is expected that every family read the Handbook to become familiar with HCS’ policies and practices. Please do not hesitate to contact Heather Deyden if you have any questions about the contents of this Handbook. We appreciate your partnership in your child(ren)’s educational journey!.

HCS is a child-centered, independent learning study program with a site-based component located at our Bothin campus. With attention and care we aim to provide a stimulating and enriching education, awakening critical and creative thinking, instilling a love of work and learning that propels our students to make positive, heart-felt, and inspiring contributions to our shared world.

## **Mission Statement**

The mission of Heartwood Charter School is to provide a supportive independent study learning environment. Our goal is to ensure both the humanity and future potential of our students through an instructional model that respects their gradually developing capacities and embraces a full integration of body, heart, and mind. We seek to provide students with an unshakable sense of their connection to and relationship with the natural world and with each other, and by extension, the community of humanity. Our goal is to graduate students who are proficient in all core subjects, well-prepared to pursue further academic and personal goals, and motivated to make positive, ethical and creative contributions to their world.

## **School Verse**

*This is our school.*

*May peace dwell here.*

*May the rooms be filled with contentment.*

*Let love abide here: Love of one another, love of the earth, and love of life itself.*

*And let us remember that as many hands build a house, all our hearts make this school.*

## **Educational Principles and Goals**

**Developmental Academics:** Within our curriculum, we integrate art, drama, music, stories drawn from diverse times and cultures, movement, handwork, and gardening. The curriculum has a strong foundation inspired by the developmental philosophy of a Waldorf-inspired curriculum and Whole Child education

**Deep Ecological Values:** We emphasis reverence for and stewardship of the earth, a respect for its cycles and rhythms, and a deep awareness of the connectedness and diversity we share in all life forms.

**Community as a Vehicle for Education:** We celebrate and work together to create a safe, joyous, and healthy learning environment for our students, faculty, staff, and families. Within our

community, we model the characteristics we seek to cultivate in our children: respect, compassion, courage, personal integrity, and social responsibility.

## **Program Descriptions**

### **Traditional Homeschool Program**

The Traditional Homeschool Program employs a variety of learning methods, including classes with vendors in the community, project-based learning, parent-designed units using pre-approved curriculum, online classes or curricula, and other unique and specialized education opportunities to allow students to pursue interests and discover effective learning styles. Parents/Guardians are the primary teacher for their child, and all assignments are assessed by the certificated teacher to award grades and the time/credit value for the student's work. When needed, Heartwood teachers lead parents/guardians through their role as home teacher, as well as students through specific learning tasks to demonstrate mastery of each subject. A variety of support levels are available, from fully developed curricula to lessons and units created by the parent. Students using the Traditional Homeschool approach will be allocated curriculum funds from which teachers approve curriculum and enrichment classes to fit each student's goals. Teachers help parents consider students' learning styles and interests when determining each student's instructional plan.

### **The Bothin Campus**

The Bothin Campus is Heartwood's site-based campus that offers an abundant natural wonderland where children and their educators gather under the trees, in yurts, a barn, and historic buildings and cottages. Seasonal creeks and waterfalls provide a rich world of possibilities for play that inspires, informs, and nourishes.

Our academic programs are designed to spark the interest of the child in the early years via imagination, and as they grow, with more critical thought. In the [Kindergarten program](#), the child's interest is stimulated with play, social interaction, and work. The interest in the [grades student](#) is fostered through the arts: hearing the story of the farm day told by a farmer, participating in a play about Julius Caesar, or painting a flower in botany. When academics are brought to life, the work of reading, writing, and math becomes the inspiration for the students to create their own textbooks with original writing and illustrations, called Main Lesson Books.

All our students are strengthened in their learning by the consistent rhythmical arrangement of the lessons. The order of activities each day has a sense of 'breathing in' and 'breathing out.' This sense of rhythm is further supported with a consistent weekly schedule and the marking of the year via seasonal festivals and the children's experiences in nature. The conscious use of these rhythmical patterns enhances memory development, builds a sense of security, and instills a sense of active participation in their education as they know what they are moving into next.

The cornerstone of the day in the grades takes place during the main lesson period. The main lesson period is typically two-hours and provides the time to explore a topic in-depth through movement, artistic

rendering, and work in the Main Lesson Book. The content of main lesson is explored in an educational block format lasting two (2) to five (5) weeks.

## **Enrollment Requirements**

### **General Enrollment Requirements**

- A student must be five (5) years of age on or before September 1st in order to be admitted to kindergarten at any time during that school year.
- In accordance with Education Code Section 48000(c)(1)(G), a child who will have their fourth birthday by September 1 shall be admitted to a transitional kindergarten program.
- A student's age cannot exceed nineteen (19) years for initial enrollment unless the student has been continuously enrolled in school and making satisfactory progress toward graduation; if a student was not attending school at any time after his/her 19th birthday, he/she may not enroll with Heartwood Charter School.
- A student must have completed the Heartwood online enrollment application, submit the applicable compliance documents, and signed an Independent Study Written Agreement prior to starting courses. (See below for more information).
- In accordance with Education Code Section 51747.3, a student must reside within a county in which HCS is authorized, or a contiguous county to the county in which HCS is authorized. Please refer to this list of counties that HCS is authorized in:
  - Sonoma
  - Marin
  - Solano
  - Contra Costa
  - Mendocino
  - Lake
  - Napa
- Students must provide proof of residency for their primary residence, such as utility bills (gas, electric, water), lease agreements, property tax bills, mortgage statements, vehicle registration, pay stubs, or correspondence from government agencies.
- A student may only be enrolled in HCS and not be concurrently enrolled in another school, public or private. (unless prior permission is given for a community college).

### **Program Requirements**

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of an assigned certificated employee or employees.

For students in all programs of independent study, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be **20 school days**.

When special or extenuating circumstances justify a longer time for individual students, the senior director or their designee may approve a period not to exceed **40 school days**.

**Missed Assignments and Level of Satisfactory Progress:** When any student fails to complete **3 missed assignments** during any period of **20 school days** or fails to make satisfactory educational progress (as defined below) the Executive Director or designee will conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study. A written record of the findings of any evaluation made pursuant to this subdivision shall be maintained as a mandatory interim pupil record. The record shall be maintained for a period of three (3) years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

**Satisfactory educational progress:** shall be based on all of the following indicators, as applicable:

- The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in paragraphs (4) and (5) of subdivision (d) of Section 52060.
- The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments, as confirmed by the Certified Support Teacher.
- Learning requirement concepts, as determined by the Certified Support Teacher.
- Progressing toward successful completion of the course of study or individual course, as determined by the Certified Support Teacher.

Please see the complete Independent Study Policy on the HCS website.

### **Written Agreement**

To attend HCS, each student, parent/guardian, supervising teacher (CST), and certificated individual responsible for the student's special education programming (if applicable) shall sign a Written Agreement (WA) prior to the first day of class each school year. This is a legal document and must be signed, dated, and returned to the Charter School support team via digital signature sent out by the Support Team from [enroll@heartwoodcharterschool.org](mailto:enroll@heartwoodcharterschool.org). No student or parent/guardian will have access to the curriculum until the WA is signed and returned. Failure to sign and return a WA will prevent a student from commencing with independent study. The signed WA is the agreement that the student and parent/guardian sign to demonstrate their intention to continue enrollment and comply with the Independent Study policy.

An addendum or updated WA must be submitted and signed by all parties if changes are made in courses, supervising teacher, or grade level during the school year.

## **Instructional Funds**

Instructional funds are kept internally and used by a parent/guardian for educational support. Funds are never directly provided to a parent/guardian or a student, instead they are kept within an ordering system and processed with purchase orders and invoices between the Charter School vendor department and the approved vendor.

## **Material Orders**

- Parents/guardians **MUST HAVE** a signed WA and Family Ordering Acknowledgement on file with the student's CST before placing their first order request. The order request will be denied if both of these documents are not fully executed and on file.
- Parents/guardians must verify with their student's CST that the core curriculum is in place. Orders for extracurricular activities and materials will not be placed if the core curriculum is not sufficient for the scholar's needs.
- All materials must be nonsectarian unless the material is being used to teach about religion. Materials that are faith-based will not be approved.
- HCS does not approve reimbursements.
- All orders must be placed with an approved vendor
- Parents/guardians should visit the approved vendor's website to locate preferred materials, note the item number, product description, grade level, and price. HCS recommends double-checking the item number and if a mistake is discovered to immediately contact the student's CST to remove the item prior to it being ordered. If the order has already been placed by the CST, there are no returns. The ordering system will automatically calculate shipping and tax. Funds within each account will adjust once orders are matched with the invoice.
- Parents/guardians must use the list of [consumables versus non-consumables](#) and our [Instructional Funds Guidelines](#) as your guide for what is allowed and what is not.
- For a list of [what is acceptable, please refer to this list](#).
- If parents/guardians order non-consumable item(s), parents/guardians and the student are responsible for the item and any lost or damaged non-consumable materials will be paid out of pocket if they are not returned upon withdrawal or graduation. Non-consumables must also be returned to the student's CST once the student has finished using them. Orders may be tracked within the ordering system. The ordering system will show when the CST approved the order and when the order was placed.

## **Service Orders**

- Parents/guardians **MUST HAVE** a signed WA and Family Ordering Acknowledgement on file with the student's CST before placing their first order request. The order request will be denied if both of these documents are not fully executed and on file. Do not place orders for classes with faith-based instruction.
- Parents/guardians must verify with the student's CST that the student's core curriculum is in place.
- HCS does not reimburse for services and will only pay using a Purchase Order (PO).. The PO is HCS' promise to the vendor that HCS will pay the vendor. The vendor needs to see the PO before they will provide services to student(s).

- Check HCS' Approved Vendor List to locate vendors . Use the [Instructional Funds Guidelines](#) as the guide for what is allowed and what is not.
- Please make sure that you have followed the vendor's process for registration before submitting your order with HCS.
- Please be as specific as possible when filling out the order by providing as much information as possible in the description of the order.
- All fields are required in the ordering system when placing a service order. Tax and shipping will not be calculated for service orders.
- Parents/guardians are able to track the progress of the orders that have been placed within the ordering system.

For a list of [what is acceptable please refer to this list](#).

### **Non-Consumable/Technology Return**

Please follow these steps to return all technology and non-consumables purchased with funds provided by HCS. If you are unsure of what items fall into the category of non-consumable, please refer to the parent/guardian ordering website for a list of non-consumables purchased with funding. The student's CST is also able to provide the list.

- All non-consumables must be returned upon withdrawal. If it is not returned upon withdrawal, the parent/guardian is responsible for all return costs.
- Please send or deliver all non-consumables to the student's CST directly or to the Heartwood Charter School Resource Center located at:

Heartwood Charter School  
170 Liberty School Road  
Petaluma, CA 94952

If the parent/guardian wishes to keep the non-consumables they have the option of paying for the items. The cost of the items will be 80% of the originally purchased price, which can be found in the ordering system. HCS will provide an invoice for the cost of the items. All payments must be made out to Heartwood Charter School via check.

### **Purchasing or Borrowing Technology for Homeschool Students**

Parents/guardians with students enrolled in the Homeschool program have the option of using school funding for approved technology. Otherwise, HCS has the ability to provide technology on loan for a specific term. All technology is non-consumable and must be returned in the condition it was received. The parent/guardian on file is responsible for all technology provided by HCS and will be financially responsible for damage or lost items. (Please see the Lost or Damaged Property Notice within the Annual Notification Guide in the Appendices of this Handbook for more information)\_

Technology is tracked in the ordering system as a non-consumable and must be returned to HCS during the withdrawal process.

All technology is owned by the Charter School and should be treated with care.

## **Learning Period Meetings**

Before the end of each learning period each student's CST will arrange a meeting with the parent/guardian and the student(s) in the household who are enrolled at HCS. Please read over these guidelines to find out what to expect.

Meetings may be conducted via:

- In-person at a setting mutually agreed upon by the CST and parent/guardian; or
- Virtually using a program like Zoom or Google Hangouts
  - The camera function must be used with whichever device is being used for the meeting
- HCS does not permit phone call meetings

What to expect during the learning period meeting:

- All students within the household enrolled at Heartwood Charter School in grades 6-12 must be available to actively participate in the meeting
- Students in grades TK-5th are encouraged to participate in the meeting
- The CST will ask various questions and go over topics related to each student's education and material covered during the learning period

The CST may ask any of the following questions:

- What subjects did you cover during this learning period (TK-7th grade)?
- How was time spent covering the courses listed on the WA (high school students)?
- Can you please show me some of the things that you worked on during this learning period?
- What was the most exciting thing that you worked on?
- What was the most fascinating thing that you learned?
- What are your education plans for the upcoming learning period?
- Do you need help with selecting additional material or resources for the upcoming learning period?
- How are the classes/courses going with a [vendor name]?
- Do you need help coming up with activity ideas or ways of enhancing each student's education within the household?

## **Work Samples for Portfolio**

TK-8th grade students must submit one (1) work sample before the end of each learning period. Work sample subjects will be assigned by the CST or Support Team to ensure a well-rounded portfolio of samples. Please note that work sample submission for portfolios is IN ADDITION to turning in all regularly assigned work throughout the learning period.

High school students (9th-12th grade) must submit one (1) work sample per each core subject before the end of each learning period. Please refer to [these guidelines](#) for specifics regarding High School work samples.

HCS will add examples of work samples that have been submitted to the HCS CST team throughout the years on this page to help you with ideas, tips, and tricks on what makes a quality work sample. Please make sure that all work samples submitted to the CST include the work sample cover page.

- If the student has answered a list of questions and will be submitting the answers as a work sample, the list of questions must also be submitted. This includes writing prompts.
- The sample must relate to standards for the grade level of the child unless child has an Individualized Education Program (“IEP”) and is on an alternative curriculum.
- Video and PowerPoint projects are permitted for work samples as long as they are directly addressing a specific course listed on the student’s WA.
  - The student must be the main creator of this project and the content within the project.
- If a photo image of an activity is submitted, please make sure that it is accompanied by written content explaining the relation to a course listed on the WA as well as details on what the student is learning in the photo.
  - HCS recommends for TK-2nd grade students that the student attempt written content and the parent/guardian submits clear details (if the student is not writing in full sentences)
  - For 3rd grade students and higher, we recommend that the students provide the majority of the written content. If it is necessary for the parent/guardian to provide additional details explaining course relation, please do so.
- How much written content is needed for each work sample?
  - For students in grades TK-2nd most written content is approved coming from the student
  - For students in grades 3rd-8th HCS does need to see a minimum one-half page of written content. The CST team will always keep in mind the student’s abilities and grade level
  - For high school students, HCS requires a full page of written content reflecting a minimum of one (1) hour of work.
- How many minutes do we need to log for Physical Education?
  - HCS requires at least 200 minutes of Physical Education or 30 minutes per day

For high school students, HCS requires at least 800 minutes per learning period.

### **Fulfilling Physical Education Requirements**

Logged minutes must be during school days, HCS cannot accept minutes logged during the weekends or holidays. All minutes must be logged during each learning period using the HCS provided template according to the student’s grade.

Students enrolled in TK-8th grade are required to log a minimum of 200 minutes per learning period for full credit.

Students enrolled in 9-12th grade are required to log a minimum of 800 minutes per learning period for full credit.

Students must adhere to *EC* sections 51222, 51225.3, 51241, and 60800, the latter requiring all students in grades five, seven, and nine to be tested in the state’s physical performance test (FITNESSGRAM®).

### **Assessments & State Testing**

#### **Benchmark Assessments**

Diagnostic Assessments in mathematics and reading or early literacy are required for all students in grades three (3) and higher. Assessments are proctored remotely by the following personnel:

- Credentialed Support Teacher (CST)
- Class Teacher
- Education Specialists
- Academic Specialists

These assessments play a crucial role in identifying each student’s unique needs and their academic starting point. They serve as the foundation for ongoing progress monitoring to determine whether a student is on track to achieve their end-of-year goals.

The first set of assessments must be completed anytime during the month of September, and the second set of assessments must be completed anytime during the month of January. **All assessments must be completed by the last day of instruction in September and January, respectively.** Students are required to complete their first set of assessments within thirty (30) days of their initial enrollment date.

*Note: Students who enroll after January 1<sup>st</sup> are only required to complete one set of assessments.*

All benchmark assessments are to be conducted in a proctored setting, with CSTs serving as proctors in small groups, either virtually or on the Bothin campus.

Students and parents/guardians can access support provided by HCS’ resources if any concerns are identified in the assessment results.

## **STAR Assessments**

### **English Language Arts (ELA) and Math (TK-12)**

- Maximizes classroom instruction through reliable assessments delivered efficiently.
- Informs appropriate instruction through intuitive reporting regarding student performance.
- Please refer to the [Family Guide](#) for Remote Administration.
- [Guía para las familias](#) Aplicación de Evaluaciones Star de forma remota.
- For more information on STAR see the [Parent Resources](#).

## **Freckle Assessments**

- Differentiated practice aligned to ELA and math standards.
- Continuously adapts for scholar practice in math or ELA activities, with scholar-friendly incentives and age-appropriate designs to provide a balance of fun and learning.
- Increase scholar growth and proficiency through standards-based skill development in math or ELA, personalized goal setting, and mastery.

## **Testing Accommodations**

Accommodations will be provided in accordance with a student’s Individualized Education Program (IEP) or Section 504 plan. For more information, please contact Heather Deyden, 504 and IEP Coordinator ([sped@heartwoodcharterschool.org](mailto:sped@heartwoodcharterschool.org)).

## **Data Privacy**

All assessment data will be handled in compliance with the Family Educational Rights and Privacy Act (FERPA), and applicable state law.

## **Failure to Participate**

All Charter School students are required to participate in the above-described assessments to demonstrate engagement in the independent study program and to show satisfactory progress, thereby maintaining their eligibility to remain in the program.

Should a student fail to comply with the benchmark assessment requirements, HCS may conduct an evaluation to determine whether independent study is appropriate for any student who fails to participate in the required assessments, pursuant to the Charter School's Independent Study and Missed Assignment and Involuntary Removal Policy.

## **Proctored State Mandated Testing**

These examinations provide the Charter School with information for evaluation and future planning. These exams also demonstrate the Charter School's effectiveness in fulfilling its educational mission. Participation rates are critical to the success of our school. According to the Every Student Succeeds Act ("ESSA"), signed into law in December 2015, a public school is required to achieve a participation rate of 95% on any state testing. If a school has less than 95% of its students participate in any assessment, the school receives a serious penalty by the state of California or federal government.

- HCS administers all state standardized tests at sites geographically placed among the students' locations. A testing schedule will be provided to parents/guardians as well as sign-up sheets with testing options.
- Individual student performance results on statewide assessments will be distributed to both parents/guardians and CSTs. Please see the CDE's webpage for more information: <http://www.cde.ca.gov/ta/>
- Notwithstanding any other provision of law, a parent/guardian's written request to HCS to excuse their student from any or all parts of the CAASPP assessments, including CAST, shall be granted.
- Grade 5, 8, 11, and 12 are administered the California Science Test ("CAST"). Grade 12 students will take the CAST if they have not previously taken it.
- Grades 3-8, 11 are administered the SBAC Testing (AKA California Assessment of Student Performance and Progress: "CAASPP") in ELA and math
- Grade 5, 7, 9 will be administered the Physical Fitness Test ("PFT")
- English Language Learners will be administered the English Language Proficiency Assessments for California ("ELPAC")

## **Tests Proctored by Agencies Other Than HCS for High School Students**

Advanced Placement ("AP"): A program offering college-level curricula and examinations to high school students. American colleges and universities often grant placement and course credit to students who obtain high scores (typically scores of three (3) or better) on the examinations. The AP curriculum for

each subject is developed by a panel of experts and college-level educators for the College Board. For questions about AP testing, registration, and locations please speak with the College & Career Readiness Counselor Terry Egan at [terry@heartwoodcharterschool.org](mailto:terry@heartwoodcharterschool.org).

Preliminary Scholastic Aptitude Test (“PSAT/NMSQT”): A shorter version of the SAT and is usually taken in the junior year as practice for the SAT and is used to determine National Merit Scholars. This exam is only administered in October. For questions on PSAT testing, registration, fee waiver and locations, please contact the College & Career Readiness Counselor.

Scholastic Aptitude Test (“SAT”): A nationwide test used by most institutions to help determine college and university admission eligibility. The SAT is offered and administered by the College Board. It is the student’s responsibility to register and pay for this test. The test may be taken more than once. There are several different test dates between August and June. Scholars are encouraged to take the SAT as early as May or June of their junior year. Apply online at [www.collegeboard.com](http://www.collegeboard.com). For questions on SAT testing, registration, fee waivers and locations, please contact the College & Career Readiness Counselor.

SAT Subject Tests: Tests administered by the College Board in specific subjects. Students should consult specific college catalogs to determine if the subject tests are necessary for admission. There are several test dates between August and June. Apply online at [www.collegeboard.com](http://www.collegeboard.com). For questions on SAT Subject testing, registration, fee waivers, and locations, please contact the College Career Readiness Counselor.

American College Test (“ACT”): A nationwide test used by most institutions to help determine college and university admission eligibility. The ACT test consists of four content areas: English, math, reading, and science. There is also a writing portion available, which many colleges require. There are several dates between September and July (different dates than the SAT). Students may take the test more than once. Apply online at [www.actstudent.org](http://www.actstudent.org). For questions on ACT testing, registration, fee waivers, and locations, please contact the College Career Readiness Counselor.

California High School Proficiency Examination (“CHSPE”): A test for students who need to verify high school level skills to earn the legal equivalent of a high school diploma. Students eligible to take the CHSPE must be at least 16 years of age and have been enrolled in the 10th grade for at least one (1) academic year or will have completed one academic year of enrollment in the 10th grade at the end of the semester during which the CHSPE regular administration (Spring/Fall) will be conducted. Prior to registering for the exam, please contact your counselor. For more information, visit <https://www.chspe.net/>.

College Level Examination Program (“CLEP”): A credit by examination program that allows participants to demonstrate college level mastery of introductory courses and possibly earn college credit. Policies for accepting CLEP college credits vary from college to college so please check with the targeted college first.

General Educational Development Test (“GED”): Test may be taken by scholars 18 years of age or older for the purpose of earning a California High School Equivalency Certificate. Prior to registering for the exam, contact your counselor. For more information, visit <https://ged.com>.

High School Equivalency Test (“HiSET”) Must be a California resident or a member of the Armed Forces to take this exam. A scholar must meet state eligibility requirements. Please view the link for details. Prior to registering for the exam, contact your counselor. For more information, visit <http://hiset.ets.org/requirements/ca>.

**High School Graduation Requirements**

Subject Area	Graduation Requirements	Total Credits
<b>Social Studies</b>	7 semester courses <i>(Must include 1 year of US History, 1 year of World History, 1 semester of Government, 1 semester of Ethnic Studies and 1 semester of Economics)</i>	35
<b>English</b>	6 semester courses	30
<b>Math</b>	4 semester courses <i>(Algebra 1 must be completed)</i>	20
<b>Science</b>	4 semester courses <i>(Must include 1 year of Physical Science and 1 year of Life Science)</i>	20
<b>Visual &amp; Performing Arts or World Language</b>	2 semester courses	10
<b>Electives</b>	18 semester courses (included four semesters of Physical Education)	85
<b>Total =</b>		<b>200 Credits</b>

Commencing with the 2025–26 school year, HCS will offer one-semester of ethnic studies and all students graduating in 2030, and thereafter, must complete a one-semester course in ethnic studies.

Commencing with the 2027–28 school year, HCS will offer a separate, stand-alone one-semester course in personal finance, that will not be combined with any other course and all students graduating in 2031 who completes the separate, stand-alone one-semester course in personal finance, that is not combined with any other course, may elect to be exempt from the requirement to complete a one-semester course in economics.

Students who plan to apply to a 4-year college right after high school graduation will need to meet A-G requirements. These requirements are mandatory for students who apply to the California State University or University of California systems, and recommended for students who plan to apply to private and out-of-state colleges and universities. The A-G requirements are summarized below:

A-G	Subject Area	Subject Requirement
<b>A</b>	History   Social Science	2 years <i>(1 year of World History and 1 year of US History, or ½ year of US History and ½ year of Government)</i>
<b>B</b>	English	4 years
<b>C</b>	Mathematics	3 years <i>(Algebra or higher)</i>
<b>D</b>	Laboratory Science	2 years <i>(At least 2 of the 3 disciplines of Biology, Chemistry, and Physics)</i>
<b>E</b>	Language Other Than English	2 years <i>(Must be 2 years of the same language)</i>
<b>F</b>	Visual & Performing Arts	1 year
<b>G</b>	College-Preparatory Elective	1 year

Heartwood teachers, support staff, and counselors will advise students on A-G requirements and help students schedule courses based on their individual goals. Counselors monitor the completion of A-G requirements. Teachers and counselors revise graduation plans according to individual student goals and needs.

\*Each five (5) unit course should exemplify six to seven (6-7) hours of work per week.

When required courses and credits are complete, HCS will issue a diploma unless the student is approved for additional studies

- Students must be sixteen (16) years or older to be eligible for early graduation. If students are fifteen (15) years and younger, the request must be submitted to the HCS Advising Team at least one (1) complete semester before applying

Should a student seek to enroll in more than seven (7) courses (35 units/credits) per term the Heartwood Advising Team (“HAT”) will evaluate the student's history at HCS as well as any transfer records before approving the request. Requests must be submitted by parent/guardian in writing to their assigned CST at least two (2) weeks before the beginning of the semester during which the request would be applicable with documentation and explanation as to why the request is being made. The HAT will meet and respond to written requests within five to seven (5-7) school days.

Parchment, HCS’ transcript vendor, will apply a fee, this is the parent/guardian responsibility.

### **Grading Rubric**

Progress reports (report cards) are completed by the CST at the end of every semester.

Parents/guardians have the option of reviewing the progress report (report card) for students in grades TK-8th. The CST will review grades for high school students with the parent/guardian and will request written acknowledgement of the grades.

**For high school students, HCS uses the standard letter grade system.**

- A: Outstanding grades
- B+
- B: Above average grades
- C+
- C: Average grades
- D+
- D: Lowest acceptable grade
- F: A failing grade
- I: Incomplete

**For students in TK-8th grade HCS uses a Progress Rubric:**

- 4 - Above average understanding
- 3 - Average understanding
- 2 - Understands subject basics
- 1 - Minimal understanding of subject
- 0 - No understanding of subject matter

### **High School Transcripts**

Only official transcripts can be used for evaluation purposes. Temporary or unofficial transcripts may be used for initial planning as long as there is confirmation that the official transcript has been requested and will be delivered.

At any time, transcripts may be requested by using this link  
<https://www.parchment.com/u/registration/33880671>

### **Participation Policy for Heartwood Bothin Waldorf Program**

The Bothin Waldorf Program at Heartwood Charter School requires enrolled students to primarily receive their academics on site, via consistent and structured in-person instruction. The academics provided via this program are not available off site for families desiring frequent or extended periods of home study or virtual instruction.

It is very important to note that the exchange with students being dropped off late or picked up early needs to happen at Little House and not at the classroom with the exception of the students enrolled in the Kindergarten classes.

#### **Tardiness**

##### **Unexcused Tardy**

A student will accrue an unexcused tardy if they are late for the official start time for their class without a valid excuse (physician or dental appt) having been submitted to the office via School approved forms of communication as described in the Parent Handbook. If a student is more than 30 minutes late it will count as an incident of non-participation as noted below.

If a student accumulates 7 or more unexcused tardies they are then considered to have chronic unexcused tardies. When the student reaches chronic tardy status, the parent/guardian will be asked to attend a conference to address ways to improve attendance and curtail tardy arrivals.

##### **Non-participation on campus**

**Non- participation** is defined as missing at least 30 minutes of the in-person instructional day at the Bothin Program. If 30 minutes or more of the in-person instructional day is missed three times, it will count as a full day of non-participation. This includes arriving late or leaving early..

##### **Excused Non-Participation**

Excused non-participation occurs on days that have been approved by the classroom teacher as independent learning days or times that the student has a valid medical excuse for being away from campus. Examples of approved medical excuses:

- Physician's appts

- Dentist appts
- Illness (after 5 days with a doctors note)

### **Unexcused Non-Participation**

Unexcused non-participation accrues when a student is absent without a valid medical reason or when absent without an approved independent learning plan.

### **Participation Improvement Plans / Transition to Independent Homeschool Learning Program**

If a student has unexcused non-participation for 5 days or more without a valid excuse, the parent or guardian will be sent a Notification of Non-Participation Letter and a meeting with the school may be requested to create a Participation Improvement Plan.

If a student is absent 8 days or more without a valid excuse or a note from the student's doctor, the parent or guardian will be sent a Notification of Non-participation Letter and a meeting with the school may be requested to create a Participation Improvement Plan to resolve the lack of regular participation at the Bothin Program.

If a student has 10 or more days of non-participation for any reason their non-participation will be considered excessively below expected participation levels, and the parent or guardian will be sent a Notification of Non-participation Letter and a parent conference with the school will be requested. Also:

- The parent conference will require that the parent or guardian agree to a Participation Contract stating how the student will participate at the Bothin program with the required regularity.
- The Participation Contract will be signed by the parent or guardian.
- If the student and parent or guardian do not meet the requirements of the Participation Contract the student will be transitioned to Heartwood's independent homeschool learning program.

If a student is not participating at the Bothin program for 15 or more days for any reason, without mitigating circumstances or prior agreements with the Bothin program Steering Team, the student will be transitioned out of the Bothin Waldorf Program to Heartwood's Homeschool Program and assigned to a Credentialed Support Teacher (CST).

It is the expected that all students will arrive every day on time, ready, and eager to learn. When students are absent they miss out on instruction and other activities that make up our modern and strong educational program.

### **Attendance**

Attendance in independent study is determined and generated by the following elements:

Traditional Independent Study: the time value of student work.

The time a student accrues for participating in live interaction and/or synchronous instruction is not sufficient to generate attendance for apportionment purposes if that participation, for traditional independent study, is not accompanied by student work that is evaluated for time value by a teacher, and the student is not making satisfactory educational progress.

Per the HCS' Missed Assignment Policy, one (1) unexcused absence or one thirty (30) minute unexcused tardy is the equivalent of one (1) assignment. If a student attending the Bothin Program has three (3) or more unexcused absences or three (3) unexcused tardies of thirty (30) minutes or more, within twenty (20) school days that is the equivalent of three (3) missed assignments and will trigger a "Best Interest Evaluation" to determine if independent study is appropriate for the student. Unless a student has special or extenuating circumstances to justify a longer time for individual students, and the Executive Director or designee approves a period in writing not to exceed forty (40) school days.

If a student is going to be absent, they may arrange independent study work with the Class Teacher to fulfill the recommended daily instructional time per the California Department of Education for charter schools, [see here for more details](#).

### **Excused Absences for Classroom Based Attendance at the Bothin Campus**

Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as required by law or permitted under this Attendance Policy.

A student's absence shall be excused for the following reasons:

1. Personal illness, including an absence for the benefit of the pupil's mental or behavioral health
2. Quarantine under the direction of a county or city health officer.
3. Medical, dental, optometric, or chiropractic appointments:
  - a. Students in grades 7-8, inclusive, may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.
4. For the purpose of attending the funeral services or grieving the death of either a member of the pupil's immediate family, or of a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, so long as the absence is not more than five (5) days per incident. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.
5. For any of the following reasons, if an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, has died:

- a. To access services from a victim services organization or agency.
- b. To access grief support services.
- c. To participate in safety planning or to take other actions to increase the safety of the pupil or an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, including, but not limited to, temporary or permanent relocation.

Absences under this section shall not be excused for more than three (3) days per incident, unless extended on a case-by-case basis at the discretion of the school administrator. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

6. Participation in religious instruction or exercises as follows:
  - a. The student shall be excused for this purpose on no more than four (4) school days per month.
7. Due to the illness or medical appointment during school hours of a child of whom the student is the custodial parent, including absences to care for a sick child. (The school does not require a note from the doctor for this excusal).
8. To permit the student to spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the Charter School.
9. For the purpose of serving as a member of a precinct board for an election pursuant to Election Code section 12302.
10. Attendance at the student's naturalization ceremony to become a United States citizen.
11. Authorized parental leave for a pregnant or parenting student for up to eight (8) weeks, which may be extended if deemed medically necessary by the student's physician.
12. Authorized at the discretion of the Executive Director or designee, based on the facts of the student's circumstances, are deemed to constitute a valid excuse.
13. A student who holds a work permit to work for a period of not more than five (5) consecutive days in the entertainment or allied industries shall be excused from school during the period that the student is working in the entertainment or allied industry for a maximum of up to five (5) absences per school year subject to the requirements of Education Code section 48225.5.

14. In order to participate with a not-for-profit performing arts organization in a performance for a public-school student audience for a maximum of up to five (5) days per school year provided the student's parent or guardian provides a written note to the school authorities explaining the reason for the student's absence.
15. For the purpose of participating in a cultural ceremony or event. "Cultural" for these purposes means relating to the habits, practices, beliefs, and traditions of a certain group of people.
16. For the purpose of a middle pupil engaging in a civic or political event as indicated below, provided that the pupil notifies the school ahead of the absence. A "civic or political event" includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls.
  - a. A middle school pupil who is absent pursuant to this provision is required to be excused for only one schoolday-long absence per school year.
  - b. A middle school pupil who is absent pursuant to this provision may be permitted additional excused absences in the discretion of a school administrator.
17. For the following justifiable personal reasons for a maximum of five (5) school days per school year (unless otherwise indicated), upon advance written request by the student's parent or guardian and approval by the Executive Director or designee pursuant to uniform standards:
  - a. Appearance in court.
  - b. Observance of a holiday or ceremony of the pupil's religion.
  - c. Attendance at religious retreats (not to exceed one schoolday per semester).
  - d. Attendance at an employment conference.
  - e. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization.

A student who is absent due to an excused absence will be allowed to complete all assignments and tests missed during the excused absence that can be reasonably provided and will receive full credit upon satisfactory completion within a reasonable period of time. The teacher of the class from which a student is absent shall determine which tests and assignments are reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the excused absence.

Please see the Missed Assignments and Involuntary Removal HCS's process to address truancy, which may subject the student to involuntary removal.

### **Homeschool Students**

"Absence" in the traditional homeschool program does not include absence from on-site attendance. Instead, it is defined as non-attendance or non-participation per each Learning Period's requirements. Three (3) missed non-attendance or non-participation may trigger a "Best Interest Evaluation."

### **Learning Period (LP) Requirements**

- Homeschool Program Students/Families: Work with your assigned Credentialed Support Teacher (CST) on a lesson plan for the upcoming learning period. The parent/guardian and the student must attend the LP meeting (students in grades TK-2nd are not required, but encouraged to attend).
- Submit attendance using the provided form for each enrolled student.
- Submit the required work samples ,for each subject listed on the WA to the student’s CST. All high school students must submit one (1) work sample per course listed on their WA to receive full credit

## **Inter and Internal Program Transfer Guidelines**

### Upcoming School Year Transfers

If a parent/guardian is requesting to transfer a child for the upcoming school year between the Homeschool Program and the Bothin Waldorf Program, please review these guidelines:

- The Bothin Waldorf Program and class must have space available for the child before the transfer occurs, likewise the Homeschool Program must also have space on a teacher’s roster.
- The transfer must happen before the open enrollment date occurs.
- Students transferring from the Homeschool Program to the Bothin Waldorf Program must return their non-consumables.
- Students transferring from the Homeschool Program to the Bothin Waldorf program must understand that academics are provided on a daily basis and if the student and family do not abide by the Bothin Program Attendance Policy they will be transferred back to the Homeschool Program with no additional educational support funding for the remainder of the school year, depending on the transfer date. Please see Depreciation schedule for more details.

If a parent/guardian is requesting a transfer from one CST to another:

- Parent/guardian must submit the request to [Heather@heartwoodcharterschool.org](mailto:Heather@heartwoodcharterschool.org) with the following information
  - Which CST they hope to transfer to
  - Why they are submitting the request
- Requests will only be reviewed for transfers that happen at the beginning of the school year and must be submitted on or before the last day of July before the school year begins.
- The CST must have space on their roster before the transfer can be granted.

### Mid-Year Transfers

If a parent/guardian is requesting to transfer a child mid-year for the current school year between the Homeschool Program and the Bothin Waldorf Program, please review these guidelines:

- The Bothin Waldorf Program and class must have space available for the child before the transfer occurs or the Homeschool Program must have space on the CST’s roster.
- The transfer must be completed by the last day of the first semester

- Students transferring from the Bothin Waldorf Program to the Homeschool Program will receive funding based on the date the transfer is complete (the “Transfer Date”). Funding amounts can be found on the Depreciation Schedule
- Students transferring from the Homeschool Program to the Bothin Waldorf program must understand that academics are provided on a daily basis and if the student and family do not abide by the Bothin Program Attendance Policy they will be transferred back to the Homeschool Program with no additional educational support funding for the remainder of the school year depending on the time of year, please see depreciation schedule for more details.
- \*Only 1 mid year transfer initiated by parent choice is permitted per school year.
- Students must be fully immunized or will be subject to conditional enrollment until the student is compliant with the Charter School’s policy. Please see the complete policy on the website.

All requests for transfers must first be submitted via email to [enroll@heartwoodcharterschool.org](mailto:enroll@heartwoodcharterschool.org), please send a copy to the student’s CST or Class Teacher, as applicable, in your request. Transfers are only possible if there is space available.

### **High School Course Change Requests**

- At the beginning of each semester at the Charter School, the parent/guardian, student, CST and High School Coordinator will evaluate the graduation plan and set a course for the student's success. All course change requests must be submitted in writing to the CST no later than five (5) instructional days after the semester begins. The request will be evaluated and the Written Agreement must be amended and signed by all parties within five (5) instructional days of the approved written request.

### **High School Transfer Grades**

Transfer credits and grades are requested by the Charter School for any student in grades 9-12 from the previously enrolled school. Upon receipt, HCS staff will review the transcript to provide credit within HCS’ program. If a student transfers mid-term, grades will be assigned based upon the grade provided in the transcript and partial credit will be awarded if the transfer occurred mid-semester. To provide partial credit, the portfolio of work and progress report will be evaluated for the current term that is provided by the previous school of record. Based upon the remainder of the term at HCS, credit and grades will be determined by the assigned CST and the High School Coordinator.

### **Grade Level Placement**

A student’s grade level is determined upon initial enrollment and is included on the Written Agreement.

#### **For TK – 5th Grade**

- Incoming students will be placed at their age-appropriate grade level, but not below or above grade level, unless the previous school has officially approved a retention or acceleration (skipping a grade).

- If the parent/guardian request is different than the Written Agreement , the situation must be discussed with the Certificated Support Teacher (CST) and Executive prior to making the change on the Written Agreement. Placement tests may be administered to assist with determining the student’s appropriate grade level.

### Middle School (6th-8th Grade)

An incoming 6-8th grade student must provide the most recent report card and current progress report, if enrolling during the school year, in order to determine appropriate placement. Failure to do so will not delay enrollment, but will delay the appropriate placement of the student into courses. If a student has not attended school for an entire academic year or more, appropriate placement will be reviewed by the Executive Director or designee. Students may be required to take assessments to determine appropriate placement.

High School (9th-12th Grade) An incoming 9-12th grade student must provide official transcripts, the most recent report card, and current progress report (if enrolling during the school year), in order to determine appropriate placement. Failure to do so does not delay enrollment but will delay the appropriate placement of the student into courses.

Upon enrollment, high school students will be placed into courses according to the credits the student has earned at previous schools and takes into account appropriate course level sequencing in order to meet graduation requirements.

### Acceleration and Retention

HCS is committed to the success of each student. HCS has adopted and follows a Student Success Team (“SST”) Policy to establish and implement student achievement and intervention strategies in a timely manner. Despite the implementation of such strategies, it may be necessary to retain a student in the prior grade level or accelerate a student above their grade level for the following school year. In implementing this policy, the HCS Governing Board is guided by the following principles:

1. Retention and acceleration (skipping a grade) criteria will be objectively based on a student’s ability or inability to meet the grade level HCS standards of expected student achievement in language arts, mathematics, science, or social science, for students in grades kindergarten (k) through eleventh (11), as determined by the HCS staff as articulated in its California standards-based report card or performance on the California Assessment of Student Performance and Progress (“CAASPP”). Specific Grade Level Criteria for Retention or Promotion is included within the complete policy.
2. For English Learners, retention cannot be based on the student’s lack of English fluency as related to meeting English standards.
3. Decisions about retention or acceleration will not be based on requests for a student to be placed with or avoid a specific teacher or other students.

The Acceleration and Retention Policy and Student Support Team Policy are available on the HCS website.

### **Academic Integrity and Plagiarism**

HCS believes that academic honesty and personal integrity are fundamental components of a student's education and character development. Charter School students are expected to be the sole authors of their work and to exhibit honest behavior and academic integrity. Use of another person's work must be accompanied by specific citations and references. Charter School also expects students will not cheat, plagiarize, or claim products generated by Artificial Intelligence as their own. The purpose of this policy is to create and maintain ethics and integrity in all academic endeavors and to provide our students with an understanding of what is and is not acceptable.

### **Definitions**

- *“Plagiarism”*:
  - o The unauthorized use or close imitation of the language and thoughts of another author and the representation of them as one's own original work.
  - o To claim products generated by Artificial Intelligence as your own
- *“Artificial Intelligence”*: Artificial Intelligence (“AI”) is a computer, robot, or other programmed mechanical device having the humanlike capacity to perform operations and tasks analogous to learning and decision making in humans, or question answering. Examples of AI include the following:
  - o *“Chatbot”*: a computer program in the form of a virtual e-mail correspondent that can reply to messages from computer users.
  - o *“ChatGPT”*: ChatGPT is generative AI chatbot. It is a natural language processing tool driven by AI technology that allows human-like conversations and much more with a chatbot. The language model can answer questions and assist with tasks, such as composing emails, essays, music, images, and code.

### **Examples of Plagiarism and Academic Dishonesty**

1. Quoting someone else's words, sentences, paragraphs, or an entire paper without acknowledging the source.
2. Paraphrasing someone else's ideas, opinions, or theory without acknowledging the source.
3. Imitating someone else's argument without acknowledging the source.
4. Using more of a source than is acknowledged in the citation.
5. Copying a fellow student's work, paper, and/or essays and turning it in as your own.
6. Copying another student's computer file and submitting the work as your own.
7. Buying an essay, paper, or written work online.
8. Using teacher manuals or answer keys.
9. Cheating during an examination, including the possessions of unauthorized material, or generating answers with a chatbot

10. Disclosing information to another student including an examination's contents.
11. Using tools to generate text, art, code, or music, that students then represent they generated independently.

Regardless of the student's intent, the above acts constitute plagiarism and/or academic dishonesty. For the consequences of violating the policy, please see the full policy on the website.

### **Student Support Child Find and Student Support Team**

- o Work Samples are reviewed by the CST to ensure a student is meeting grade-level standards. [Department of Education Content Standards](#) may be found here
- o Should a CST determine that a student is not producing grade-level work, the CST will bring specific work samples to a Learning Period review session, which is held on the Thursday after the end of a Learning Period, but may be rescheduled due to a holiday or calendar change.
- Determining if the student is in need of additional support will be based upon multiple work samples, which should be brought by the parent/guardian and student to the review session.
- A CST may provide the parent/guardian with specific worksheets or project requests to assist in determining the student's capabilities. If a CST or the parent/guardian recommends the student for additional support to meet grade-level standards, the CST will call a Student Support Team ("SST") meeting. The SST meeting is comprised of the Executive Director, the student's assigned CST, the Special Education Coordinator, and the parent/guardian to determine the interventions and support the student may need. The team will draft an SST plan and reconvene in six weeks to determine if the supports and interventions are working. Please see the SST policy for more information on the website.

### **Assessing For English Language Proficiency**

California requires all parents to complete a Home Language Survey when they register their children for school. The survey asks:

1. What language did this student learn when first beginning to talk?
2. What language do you use most frequently to speak to this student?
3. What language does this student most frequently use at home?
4. What language is most often spoken by the adults at home?

### **English Proficiency Testing Process**

If the answer to any of the questions on the survey is a language other than English, federal and state laws require that the student's English proficiency be evaluated. In California, this test is called the English Language Proficiency Assessments for California ("ELPAC") and is designed to monitor English language fluency in K-12 students whose home language is not English.

The results of this test determine if the student is an:

English Learner (EL) OR Initial Fluent English Proficient (IFEP)

- If a student initially tests at an Early Advanced or Advanced level and has teacher and parent recommendation, the student can be classified as Initial Fluent English Proficient (IFEP). They are not classified as an English Learner.
- If they do not test at an early advanced or advanced level, they are classified as an English Learner (EL) and qualify for extra services through the school to help the student become English Proficient.

California Ed Code (Sections 60810-60812) requires all students designated as English Learners (ELs) to take the ELPAC annually until they become proficient in English. **Parents and guardians cannot remove (opt out) their children from this requirement.**

For more information on the ELPAC and reclassification process, please see the complete Education of English Learners Policy on the HCS website.

### **Student Expectations**

To be successful within the independent study learning environment, students and their parent(s)/guardian(s), should do all of the following:

- Attend meetings with the CST.
- Upload specified work samples and other educational experiences.
- Work about one (1) hour per subject or up to six (6) hours per day. The amount of time a student spends per subject will vary based on the individual student's strengths.
- Complete the assignments according to the lesson plans discussed and reach out to the student's CST with questions to ensure success.
- Do your own work. Do not plagiarize.
- Be an active learner. Take notes, ask questions, and complete all assignments provided by the parent/guardian or CST.
- Complete work every school day and adhere to the attendance policy, regardless of any technical difficulties with student-operated computers.
- If a student participates in outside activities, the student is expected to keep up with their courses and submit work samples on time.
- Return calls and emails promptly when the CST reaches out.
- Notify the Enrollment Department within five (5) business days if the student moves or changes their personal email or phone number.
- Be respectful in interactions with fellow students, parents/guardians, faculty, and staff.
- Attend all state testing in person at school-designated locations.

### **Parent/Guardian Responsibilities**

- Turn in reviewed work samples on time
- Communicate regularly with the assigned Class Teacher or CST to discuss academic progress.
- Check email and phone messages and respond promptly.
- Ensure the CST has reliable contact information on record

- Keep informed of news and information about the Charter School through communication from staff and email announcements.
- Notify the Class Teacher or Credentialed Support Teacher (CST) of any extended family travel except during normal school vacations and holidays at least two (2) weeks prior to leaving.
- Inform the Enrollment Department and Class Teacher or CST within five (5) business days of any changes to contact information, including phone, email, or address.
- Be present in your student's daily school life.
- Ensure the student works for sufficient time to ensure success and is prepared and ready to learn every day. Supervise, tutor, coach, and direct the student's daily lessons
- Respect the opinions and privacy of others during web-based discussions.
- Do not download, transmit, or post material that is intended for personal gain or profit on HCS' administered Facebook groups
- Do not email, post or transmit material that is obscene or defamatory or which is intended to discriminate, annoy, harass, or intimidate another person. This includes distributing "spam" mail, chain email, viruses, or other intentionally destructive content.
- Avoid using sarcasm, jargon, slang, and derogatory or foul language.
- Limit use of communications expressed in all capital letters, as this can be considered yelling.
- Do not broadcast online discussions, and never reveal other people's email addresses or personal contact information unless permission has been provided.

### **Recommended Media Guidelines**

HCS is dedicated to nurturing each child's capacity for creative imagination, independent thinking, and positive action.

The Charter School strives to foster students' healthy emotional development and meaningful relationships with their environment. These experiences are undermined by encounters with media that separate children from these direct authentic experiences. Students best learn to use electronic media as a resource when these media are introduced after children have developed a rich experiential foundation. Media thus becomes a supplement to, not a substitute for, the richness of direct experience.

As educators and parents/guardians, we are unified by the idea of protecting the sanctity of childhood. The media guidelines are to help guide and support families as they mindfully navigate the world of media and technology and to support the objectives of Waldorf-methods education. Each family's respect for these guidelines has a positive effect on the student's educational and social experience at school, which is important for the health of the entire Charter School community.

The younger the child, the more vitally important it is to protect the sanctity of childhood. The young child needs to maximize opportunities for movement, social interaction, and natural experiences to actively engage in the world. Ideally, a child would remain screen-free for as long as possible, at least until middle school, but that is not always possible. As a child progresses through the grades, it is important to introduce media usage slowly and judiciously.

Our recommendation for students:

#### **Kindergarten through Grade 3**

- Screen-free until 3rd Grade

### Grades 3 through 5

- Ideally remaining screen-free
- Screen-free during the school week
- Screen-free play dates, birthday parties, and sleepovers
- Mindful rules for media usage
- Monitoring of all media usage
- Observe G or PG ratings for movies

### Middle School, Grades 6 through 8

- Ideally continuing to minimize screen time
- Delay personal cell phones and social media usage until high school.
- Put the computer in a public place in the home and use a password for access
- Provide rules for computer and internet usage, and stick to them.
- Screen-free on any evening preceding a school day, including all electronic communication except for homework and projects.
- Prohibit access to websites where the child may post personal information.
- Encourage regular study habits in a quiet environment, without a backdrop of recorded music and video.
- Limit time spent listening to iPods and other portable music players. Review all media content beforehand and discuss it afterward.
- No R-rated movies.

Media Resource: Common Sense Media provides information, education, and tools for parents to help their children safely and thoughtfully navigate their way through the world of media and technology. <http://www.commonsensemedia.org>

## **Communication**

Unlike face-to-face communication, the impact and interpretation of virtual communication can be hard to predict. Due to unforeseen impact, misinterpretation, or amplification of emotion via email and text, this form of communication should be used with care. As a community, we agree: online communication will not be used for personal attacks. Heartwood emails are intended only for the dissemination of important school-related and approved communication and not for the expression of opinions or any other private use.

The class and/or school email list may not be used to air personal grievances about anything. The class teacher must approve all emails related to class business PRIOR to the email being sent, and should be included on the list for all social group emails.

- Individuals are expected to use their imagination to foresee the impact of their communication on all those concerned. If communication could be experienced by someone as hurtful, individuals

are expected to temper their words and say only what they would be comfortable saying in a public meeting with all present.

- Individuals are strongly encouraged to forgo online communications during times of conflict: choosing to meet in person or over the phone.
- Use of online communication to draw attention to upsetting events risks the spreading of rumors and should always be avoided.
- Prior to using online methods to communicate with teachers and staff, consider whether the answers to the questions could be obtained from the school website, online calendar, coordinator emails, or other publications.
- Please respect the privacy of all email recipients by replying only to the “sender” when responding and not replying to “all”.
- Parents/guardians or staff who would like to send information to the entire school should contact the director.

The ultimate purpose of communication at HCS is to encourage the growth and development of a healthy community. Conflict is a part of any development or growth process and may arise occasionally. Effective resolution is, therefore, an essential component of the communication process. Confidentiality is fundamental to the conflict resolution process procedure. Individuals involved are expected to maintain and honor strict confidentiality regarding all aspects of complaints and procedures.

## **Complaint Resolution Processes**

### **Four Major Areas Related to Communication:**

Concerns/grievances may fall into one of four major areas and may be a combination of these categories:

#### 1. Policies and Legal Issues

Most policies are available in the parent handbook. Copies of all policies are available on the HCS website. These policies and procedures provide information that may resolve a conflict. The HCS Governing Board has final approval of all school policies and procedures. Issues related to a policy and procedures should be addressed directly to HCS’ administration.

#### 2. Procedures and Daily Operations

The HCS administration has established procedures designed to carry out the policies adopted. Procedures pertain to anything regarding the daily operations of the program. Procedures can be clarified by the administrative staff. Issues concerning daily operations and/or procedural concerns are to be addressed directly with the administration.

#### 3. Pedagogical (Curriculum and Instructional Methods)

Pedagogical issues pertain to anything that occurs in the classroom. These include curricular concerns, classroom behavior, and student-teacher relationships. Pedagogical issues should be addressed directly to the class teacher. If that is not satisfactory, the director should be contacted.

#### 4. Interpersonal Conflicts

Communication and relationship issues may surface in conjunction with policy and procedural issues and/or pedagogical issues. The overall purpose of this procedure is to perpetuate a climate of collegiality,

mutual trust, and respect by resolving differences in a timely, objective, and equitable manner. When conflicts arise between people that cannot be resolved with direct communication, the Executive Director should be informed.

### **Informal Resolution**

Please go directly to the appropriate person(s) to clear up questions or concerns. For example, if one has a question or concern regarding the classroom, he or she would speak directly with the teacher of the class; if one has a question or concern regarding any member of the community, one should address that person directly. If the person(s) involved are unable to resolve the conflict or complaint, the complainant should forward the concern to the administration in the case of parent/guardians conflicts and to the mentor in the case of teacher conflicts.

### **Mediated Resolution**

If the informal resolution is not successful, then an optional mediated meeting may occur between the parties involved facilitated by the Executive Director. If resolution is not reached through mediation, the complainant may file a written complaint.

Direct communication is the vehicle HCS uses to resolve conflicts as they arise within our community. This structure and process encourages the parties involved to reach resolution. If an issue is not resolved by direct communication or through mediation, then a written complaint should be filed with the Executive Director.

### **Filing a Formal Complaint**

#### **General Complaint Procedure**

This procedure shall be used when a non-employee complainant raises a complaint or concern about the Charter School *generally* or a Charter School employee. Please see the complaint policy along with the complaint form, on the school website.

#### **Uniform Complaint Procedure**

This procedure shall be used when an individual alleges harassment, discrimination, or bullying **on the basis of a protected characteristic** (e.g. race, religion, gender status, etc.), or alleges violation or state or federal laws governing specific programs. The complete Uniform Complaint Procedures Policy and complaint form are available on the school website.

#### **Title IX, Harassment, Intimidation, Discrimination, and Bullying Procedure**

This procedure shall be used to address allegation of sexual harassment or sexual assault, or general allegations of harassment and bullying (non sex-related and not related to a protected characteristic)

## **Bothin Campus Specific Policies**

### **Administration of Medication with HCS Assistance**

Any student who is or may be required to take, during the regular schoolday, prescription medication prescribed or ordered for the student by an authorized health care provider may be assisted by the school nurse or designated HCS personnel.

In order for a student to be assisted by the school nurse or other designated HCS personnel in administering medication, HCS shall obtain both:

1. A written statement from the student's authorized health care provider detailing the name of the medication, method, amount/dosage, and time schedules by which the medication is to be taken, and
2. A written statement from the parent, foster parent, or guardian of the student indicating the desire that HCS assist the student in the matters set forth in the statement of the authorized health care provider.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

The primary responsibility for the administration of medication rests with the parent/guardian, student, and medical professionals.

### **Self-Administration of Medication (without HCS Assistance)**

The Charter School does not permit students to self-carry and self-administer prescription medication with the exception of auto-injectable epinephrine ("EpiPen") and inhaled asthma medication as authorized by a health care provider that has indicated that a student may need to take this medication or is required to take this medication during the regular school day. In order to carry and self-administer this medication, HCS must receive the following: Physician's prescription and written instructions on administration

Please see the complete policy on the website.

### **Visitors and Volunteers**

HCS encourages parents/guardians and interested members of the community to visit the Charter School and view the educational program, HCS also endeavors to create a safe environment for students and staff. Additionally, parents volunteering in the classroom can be extremely helpful to our teachers and valuable to our students. We thank all parents for their willingness to volunteer in this manner.

Nevertheless, to ensure the safety of students and staff as well as to minimize interruption of the instructional program, the HCS Governing Board has established the following procedures, to facilitate volunteering and visitations during regular school days:

### **Volunteering**

Parents or guardians who are interested in volunteering in the classroom must adhere to the following guidelines:

1. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be (1) fingerprinted and (2) receive background clearance prior to volunteering without the direct supervision of a credentialed employee.
2. A volunteer shall also have on file with HCS a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the HCS Board of Directors, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with students.
3. Volunteering must be arranged with the classroom teacher and Executive Director or designee, at least forty-eight (48) hours in advance.
4. Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aide, the volunteer may leave their volunteer position for that day.
5. Information gained by volunteers regarding students (e.g. academic performance or behavior) is to be maintained in strict confidentiality. Volunteers must sign in agreement that they have read and understand and agree to follow the Family Educational Rights and Privacy Act (“FERPA”) Policy.
6. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of registering and signing out of the campus at the main office as indicated below.
7. Volunteerism by parents is encouraged but not mandatory. Any volunteer hours are tracked for purposes of maintaining data on the parent participation at the School.

### **Visitation**

1. Visits during school hours should first be arranged with the teacher and Executive Director or designee, at least forty-eight (48) hours in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least forty-eight (48) hours in advance. Parents/guardians seeking to visit a classroom during school hours must first obtain the approval of the classroom teacher and the Executive Director or designee.
2. All visitors (including volunteers) shall register in the Visitors Logbook and complete a Visitor's Permit in the main office immediately upon entering any school building or grounds when during regular school hours. When registering, the visitor is required to provide their name, address, age (if under 21), their purpose for entering school grounds, and proof of identity.
3. For purposes of school safety and security, the Executive Director or designee may design a visible means of identification for visitors while on school premises.

HCS complies with all applicable health and safety guidelines and orders issued by federal, state, or local governments or health departments. All visitors are asked to comply with current mandated and recommended health and safety protocols.

Failure to comply with HCS's policy or if an individual's presence may cause a disturbance, the Charter School may refuse to register a visitor or volunteer. For more information, please see the complete policy on the website.

### **Field Trips and Excursions**

HCS recognizes and supports the concept of connecting our students with the broader community, both locally and globally, by providing field trips, cultural and art experiences, community service opportunities, and environmental education to fulfill HCS's mission and philosophy. These activities help to promote tolerance, understanding, and acceptance of others, and enrich the educational experiences of the students, as well as meet the Charter School's goal of creating passionate life-long learners.

The safety and security of our students is a primary priority when planning or participating in field trips or excursions. These activities will be carried out in an appropriate manner to maximize and ensure student safety and to minimize the Charter School's legal liability and financial cost.

### **Permission Slips**

Before a student can participate in a school-sponsored trip, the 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. The Charter School shall provide an alternative educational experience for students whose parents/guardians do not wish them to participate in a trip.

### **Disciplinary Rules**

Students are under the jurisdiction of the Charter School Board at all times during the field trip or excursion and all HCS policies continue to be enforced during field trips and excursions. Charter School disciplinary policies are to be adhered to at all times. (e.g. Horseplay, practical jokes, harassment, taunting, rough play, aggressive or violent behavior, profanity, viewing of pornographic material, and use of alcohol and/or controlled substances during the field trip or excursion are strictly prohibited.)

Except as otherwise required by law, a student may be excluded from the trip if their presence poses a safety or disciplinary risk.

### **Defraying Expenses of Field Trips and Excursions**

The Charter School may charge a fee for field trips and excursions pursuant Education Code section 35330. However, the Charter School will endeavor to keep the costs of any field trips affordable for all students' families. In no event will a student be prevented from participating in the field trip or excursion due to lack of sufficient funds. In accordance with Education Code section 35330(b), the Charter School will coordinate the efforts of community service groups to supply funds for students in need.

### **Transportation**

At all times during the field trip or excursion, teachers, staff and parents will use the safest mode of transportation and the safest and most direct routes of travel. If travel is not by bus, the legal occupancy limit of ten (10) occupants (including the driver) must not be exceeded, all speed notices must be strictly adhered to and students are to be seated with individual seatbelts at all times.

The Charter School shall take reasonable precautions to ensure that all employees and volunteers who transport students are responsible and capable operators of the vehicles to be used and ensure compliance with the Charter School Student Transportation Policy and Driver Requirements as follows:

Employee or volunteer drivers who offer to provide transportation for a field trip or excursion must provide a copy of the following:

1. Proof of liability insurance for their vehicle with a minimum of \$100K/\$300K coverage.
2. A copy of their Driver's License and Vehicle Registration.
3. A written statement acknowledging that their insurance carrier is the primary agent responsible for insurance during the field trip or excursion.
4. A criminal background check conducted by the California Department of Justice ("DOJ"). Employees or volunteers whose DOJ report reveals a Driving Under the Influence conviction shall not be permitted to transport students or operate any vehicle on Charter School business for ten (10) years from the date of the conviction. Any employee or

volunteer convicted of a felony shall not be permitted to transport Charter School students on Charter School business.

5. A Department of Motor Vehicles record. Employees or volunteers with driving records with two (2) points or more shall not be permitted to transport students or operate any vehicle for Charter School field trips and excursions.

The complete policy is available on the HCS website.

### **Dress Code**

All students shall be required to show proper attention to personal cleanliness, health, neatness, safety, appearance and suitability of clothing for school activities. This dress code shall be in effect on campus during school and school-sponsored activities except where modified by the site administrator for specific extracurricular activities or in special cases. The staff and administration reserve the right to determine clothing which disrupts or detracts from the educational environment. This dress code is gender neutral. Clothing may be of any fashion, style or design, as determined by the student and the student's parents/guardians.

### **School Attire**

1. Tops (i.e.: shirts, sweaters, sweatshirts, dresses, etc.): No tops may be sheer or expose undergarments. No strapless, racer-back, or off the shoulder tops. No shirts may be worn that expose bare midriff.
2. Bottoms (i.e.: pants, leggings, skirts, shorts, dresses, etc.): Bottoms must be worn above the hip and underwear should not be visible. Belts must be worn with bottoms that are too big to fit securely around the student's waist. All bottoms must be fingertip length or four (4) inches above the knee without leggings or stockings. The following are not permitted: fishnet stockings, sagging pants, or bottoms with extensive rips.
3. Hats/Hoods: No hats, beanies, or hoods are to be worn in the classroom or any building on school grounds. Head coverings worn for religious reasons will be allowed. Hats may be worn outside as sun-protection. Bandanas, curlers, "do-rags," hairnets, or other head coverings are not permitted.
4. Shoes: Appropriate shoes must be worn which include: sandals with a heel strap, tennis shoes, shoes with laces, and slip on shoes. The following shoes are not permitted: high heel or platform shoes, shoes with grind plates, shoes with wheels, slippers, or flip-flop sandals.
5. Accessories: The following are not permitted: wallet chains, facial piercings, or spiked bracelets.
6. Grooming: Hair, sideburns, mustaches, and beards may be worn at any length or style.

7. No clothing, jewelry, accessories, or hairstyles which are, or include, a picture, writing, or insignia which is: (1) gang related; (2) presents a safety hazard to the wearer or others; (3) advertises or symbolizes any type of alcohol, drugs, tobacco, or gambling; (4) includes weapons or acts which are illegal, violent, obscene, or hazardous to one's health; (5) sexually suggestive, crude, vulgar, profane; discriminatory, obscene, contain threats, libelous; or (6) offensive or degrading to students or staff on the basis of gender, cultural, religious or ethnic values.

For more information on dress code, please see the complete policy on the HCS website.

## **Board Policy for Bothin Program Volunteer Expense Reimbursement**

### **Bothin Parent/Guardian Volunteer Expenses and Donations**

This policy describes conditions under which parents and non-employees of Heartwood Charter School ("School") may incur expenses or make donations on behalf of the School. Administration means Heartwood administrators with appropriate purchasing authority.

School materials, furniture, equipment, or supplies shall not be purchased or donated by parents or any non-employees except with prior permission from HCS' Administration. The Charter School will provide all required classroom furniture, equipment, supplies, and services. None of these items should be purchased or donated by parents/guardians or non-employees except by permission from HCS' Administration.

Parents/guardians who wish to donate may make donations to the Heartwood Educational Collaborative ("HEC"), rather than directly to the Charter School, and in accordance with the policies of HEC.

Parents/guardians who volunteer to support the Bothin Waldorf Program on the Bothin campus or locally at a parent/guardians home may qualify for reimbursement of incurred expenses based on the conditions described in this policy.

Parents/guardians who volunteer in support of field trips that are approved by Administration may qualify for incurred expenses, including student meals, venue fees, and mileage.

All expenses must be approved in advance (preapproved) by HCS' Administration before they are incurred. **Unapproved expenses will not be reimbursed.**

Reimbursable expenses include materials, consumables, or fees incurred in support of Bothin Program classes, events, or activities.

Time, labor, mileage, meals incurred while volunteering on the campus, or third-party labor employed or contracted without prior administrative permission will not be reimbursed.

For pre-approved reimbursements, parents must follow the process below to receive payment via check.

### **Field Trip Expenses**

Parent drivers who meet the driver and volunteer requirements may submit a request for mileage reimbursement at current IRS mileage. The mileage reimbursed will be the distance from the Bothin campus to the field trip location and return as determined by Google Maps. No reimbursements for fuel will be made, since that is included in the IRS rate.

Receipts for preapproved expenses **must be submitted for reimbursement by June 15 of each year** to be eligible for reimbursement. No expenses submitted after this deadline will be reimbursed. Receipts must be legible and have a clear place of purchase, date, and amount paid.

Expenses for venue admission, parking and student meals may be reimbursed. Costs for student lunches should not exceed \$20 per student per day. For overnight field trips, the food costs should not exceed \$30 per student per day.

### **Process for Reimbursement**

1. [Make a copy of this form](#) (please do not use the original)
2. Fill out the form based on the receipts that you kept for the expenses, one form line per receipt.
3. Email the completed form and **receipts** to [Heather@heartwoodcharterschool.org](mailto:Heather@heartwoodcharterschool.org)
4. The expense will be reimbursed via a separate check at this time and mailed to the address on file.

### **Digital devices within the Bothin Waldorf Program**

HCS Board of Directors recognizes the potential for cell phones, smartphones, pagers, and electronic signaling devices (hereinafter collectively referred to as “private devices”) to disrupt the learning environment of the Charter School, and adopts this Policy to permit students to possess, but not use private devices while on school grounds, at school-sponsored activities, or under the supervision of Charter School employees, except as otherwise provided in this Policy. Students who possess any private devices must always keep them turned off and out of view while on school grounds or at school-sponsored activities and functions. Charter School teachers, administrators, and staff will confiscate any private devices used by a student in violation of this Policy.

All students are required to adhere to the following guidelines regarding private devices:

Private devices may be used:

- Off campus before or after school.
- Before or after any Charter School sponsored activity occurring before or after the regular school day.
- In the case of an emergency, or in response to a perceived threat of danger.

- When a teacher or administrator of the Charter School grants permission to a student to possess or use a private device, subject to any reasonable limitation imposed by that teacher or administrator.
- When a licensed physician and surgeon determines that the possession or use of a private device is necessary for the health or well-being of the student.
- When the possession or use of a private device is required in a student's individualized education program ("IEP").

Private devices shall be turned off and shall not be used:

- During instructional classroom time, including assemblies, and any other school activity, which takes place during the regularly scheduled school day on or off campus.
- During break periods, between class periods, or during lunch.
- During events sponsored by the Charter School held before or after regular school hours.
- On field trips or excursions sponsored by the Charter School.

For consequences and the complete policy, please see the policy on HCS' website.

### **Only Service Animals are Permitted on Campus**

Only service animals are permitted on campus. To ensure the safety and security of the school community, students, staff, and community members are not allowed to bring service animals in training to Charter School property and/or facilities or to participate in Charter School-sponsored activities, unless the service animal is being trained for the student, staff or community member's own personal use as an individual with a disability.

Emotional support, therapy, and companion animals, including pets, are not permitted on Charter School property and facilities or at Charter School-sponsored activities.

Please see the complete policy on the HCS website.

## **APPENDICES**

### **Key Homeschool Terms and Definitions**

Parents and Guardians - Integral part of a student's homeschool education. Since HCS is an independent study school, much of the learning is facilitated by the parent/guardian.

Student- A student is formally defined as a person formally engaged in learning, especially one enrolled in a school or college; pupil. HCS defines a student as a person engaged in an alternative form of education that allows them to learn through choice, interests, and hands-on experiences.

Credentialed Support Teacher (CST)- Heartwood assigns a CST to a student and/or family based on student's location and preferred homeschooling style. The CST is responsible for guiding the student and parent on their educational path. He/She will approve orders, evaluate work samples, and assign time/value of the assignments, but most importantly they will be the main point of contact/resource for your educational needs.

Allocated Instructional Funds- The funds allocated to each student are to be used for educational materials and services that have been approved by the Charter School. Funding must be spent on materials and services related to a course/class listed on the signed Written Agreement.

Written Agreement (WA)- This agreement is signed by the CST, Parent/Guardian, the certificated individual responsible for the student's special education, if applicable, and the student acknowledging the terms of the year, reporting periods and the courses/classes that the student will be earning credits to meet the minimum requirements created by the California Department of Education.

Learning Period ("LP") - The span of time between when a CST and student connect to review the learning that occurred during the learning period. This period of time is typically about twenty (20) days, not including holidays or weekends.

Materials Vendor - A business that sells books, curriculum, and other such items. These items can be consumable or non-consumable.

Service Vendor - Business that markets lessons, services, or classes to the scholars at HCS. Services can be virtual or in-person.

Ordering System- this is a password-protected system that allows parents/guardians and students to place orders for materials and services using instructional funds. Orders are submitted for CST approval and processing by the HCS Vendor Department.

Student Information System ("SIS") - Heartwood uses a system called "Reg-online" for our enrollment application and that information is uploaded to a program called Pathways.

Western Association of Schools and Colleges ("WASC") - A committee of educators from within the region who evaluate and approve schools for accreditation based on the organization's criteria. One of

their purposes is to ensure educational best practices. University of California schools have a policy that requires all high schools be accredited to establish and maintain an “A-G” course list. HCS is not WASC Accredited.

Charter – a written document, much like a contract, that outlines the rights and obligations of a non-profit organization, company, or school. In the case of charter schools, it is often a school district that approves the charter (in compliance with state laws). The charter allows a charter school to operate with some freedoms that district schools do not have; however, strong academic results and promises made in the charter must be met as part of that contract.

**2025-2026**

**Annual Notice Guide for Families**

## **A. ANNUAL NOTICES**

### **Availability of Prospectus**

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

### **Cal Grant Program Notice**

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

### **California Healthy Kids Survey**

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

### **Campus Search and Seizure**

The Charter School recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful. As such, Charter School has adopted a Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

A student’s personal cell phone, smartphone, or other personal electronic device shall not be searched by school officials without a warrant, the student's consent, or a legitimate emergency, unless the device is lost or abandoned. An emergency is any situation involving danger of death or serious physical injury to any person, that requires access to the information located or reasonably believed to be located on the electronic device. If the Charter School has a good faith belief that the device is lost, stolen, or abandoned, the Charter School may only access electronic device information in order to attempt to identify, verify, or contact the owner of the device.

The Charter School is not prohibited from seizing/confiscating a student’s personal electronic device, without searching its contents, if the student’s use or possession of the private electronic device is in violation of Charter School rules or regulations.

Please see the complete policy on the HCS website.

### **Cancer Prevention Act**

Students in the state are advised to adhere to current immunization guidelines, as recommended by the Advisory Committee on Immunization Practices (ACIP) of the federal Centers for Disease Control and Prevention (CDC), the American Academy of Pediatrics, and the American Academy of Family Physicians, regarding full human papillomavirus (HPV) immunization before admission or advancement to the eighth grade level of any private or public elementary or secondary school.

Because the vaccine is more effective when given at younger ages, two doses of HPV vaccine are recommended for all kids between the ages of 9 to 12 years, and the second dose should be given before the start of 8th grade. Kids who wait until later to get their first dose of HPV vaccine may need three doses.

HPV vaccination can prevent over 90 percent of cancers caused by HPV. HPV vaccines are very safe, and scientific research shows that the benefits of HPV vaccination far outweigh the potential risks.

### **College Preparatory Course Offerings**

Student enrolled in grades 7 through 12 have the option of dually enrolling in courses offered by Junior and/or Community Colleges. The courses must be reviewed in advance by the High School Coordinator. Terry Egan, [terry@heartwoodcharterschool.org](mailto:terry@heartwoodcharterschool.org)

### **Diabetes**

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

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

A copy of the information sheet regarding type 2 diabetes is available at: <https://www.cde.ca.gov/ls/he/hn/type2diabetes.asp>.

Please contact the Support Team via [enroll@heartwoodcharterschool.org](mailto:enroll@heartwoodcharterschool.org) if you need a copy of this information sheet or if you have any questions about this information sheet.

The Charter School will provide an information sheet regarding type 1 diabetes to the parent or guardian of a student when the student is first enrolled in elementary school, pursuant to Education Code Section 49452.6. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 1 diabetes.
2. A description of the risk factors and warning signs associated with type 1 diabetes.
3. A recommendation that parents or guardians of students displaying warning signs associated with type 1 diabetes should immediately consult with the student's primary care provider to determine if immediate screening for type 1 diabetes is appropriate.

4. A description of the screening process for type 1 diabetes and the implications of test results.
5. A recommendation that, following a type 1 diagnosis, parents or guardians should consult with the pupil's primary care provider to develop an appropriate treatment plan, which may include consultation with and examination by a specialty care provider, including, but not limited to, a properly qualified endocrinologist.

A copy of the information sheet regarding type 1 diabetes is available at: <https://www.cde.ca.gov/ls/he/hn/type1diabetes.asp>. Please contact the Support Team via [enroll@heartwoodcharterschool.org](mailto:enroll@heartwoodcharterschool.org) if you need a copy of this information sheet or if you have any questions about this information sheet.

### **Dangers of Synthetic Drugs**

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically, has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years.

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.

A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.

Synthetic drugs include but are not limited to synthetic cannabinoids ("synthetic marijuana," "Spice," "K2"), methamphetamines, bath salts, and fentanyl.

The California Department of Public Health ("CDPH") has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent. Social media platforms may be used as a way to market and sell synthetic drugs, such as fentanyl.

Additional information regarding fentanyl from the CDPH's Substance and Addiction Prevention Branch [can be found here](#).

### **Education of Foster and Mobile Youth**

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

- "*Foster youth*" means any of the following:
  1. A child who has been removed from their home pursuant to Section 309 of the California Welfare and Institutions Code ("WIC").
  2. A child who is the subject of a petition filed pursuant to WIC section 300 or 602 (whether or not the child has been removed from the child's home by juvenile court).

3. A child who is the subject of a petition filed pursuant to WIC section 602, has been removed from the child's home by the juvenile court, and is in foster care.
4. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
  - a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
  - b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
  - c. The nonminor is participating in a transitional independent living case plan.
5. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.
6. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

- *“Former juvenile court school student”* means a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the Charter School.
- *“Child of a military family”* refers to a student who resides in the household of an active duty military member.
- *“Currently Migratory Child”* refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency (“LEA”), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
- *“Newcomer pupil”* is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years. This also includes a “pupil participating in a newcomer program,” as defined in Education Code section 51225.2, as that section read on January 1, 2023, who was enrolled in the Charter School before January 1, 2024. The Charter School may, in its discretion, also extend the rights in Education Code sections 51225.1 and 51225.2 to a “pupil participating in a newcomer program,” as defined in Education Code section 51225.2, as that section read on January 1, 2023. “
- *Educational Rights Holder* (“ERH”) means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the student pursuant to Education Code section 56055.

- *“School of origin”* means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, “school” as used in the definition of “school of origin” includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.
- *“Best interests”* means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth’s access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.
- *“Partial coursework satisfactorily completed”* includes any portion of an individual course, even if the student did not complete the entire course.

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

**Foster and Mobile Youth Liaison:** The Executive Director or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Heather Deyden  
 Asst Director of Operations  
[heather@heartwoodcharterschool.org](mailto:heather@heartwoodcharterschool.org)

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

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

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

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

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

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

If the Charter School operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on non schooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

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

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, the length of the student's school enrollment, or, for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school, may be used, whichever will qualify the student for the exemption. For a newcomer pupil, enrollment in grade 11 or 12, based on the average

age of students in the third or fourth year of high school, may be used to determine whether the student is in their third or fourth year of high school.

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

The Charter School shall notify and consult with students who are exempted from the Charter School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption.

If a Foster and Mobile Youth who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH and the student at one time qualified for the exemption, even if the student is no longer a Foster and Mobile Youth or the court's jurisdiction of the pupil has terminated.

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of Foster and Mobile Youth.

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

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

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

1. Consult with the student and the student's ERH regarding the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Consult with the student, and the ERH for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student and the student's ERH about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the student's ERH.
5. For a student identified as a foster youth, consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a Foster and Mobile Youth **is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5<sup>th</sup>) year to complete the statewide coursework requirements. Charter School shall consult with the Foster and Mobile Youth and their ERH regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education.
3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a Foster and Mobile Youth is not eligible for an exemption in the year in which the pupil transfers between schools, or for a newcomer pupil, is not eligible for an exemption in the student's third year of high school, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the **following** academic year, Charter School shall reevaluate eligibility;
2. Provide written notice to the pupil, the pupil's ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.
3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the pupil's ERH of the pupil's options to:
  - i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, **or**
  - ii. Upon agreement with the pupil's ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the pupil's ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

**Reporting Requirements:** Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data. For purposes of this notice, "pupil category" means the categories of pupils identified in the "Definitions" section of this Policy, above.

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

The Charter School will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student,

finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

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

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

In accordance with the Charter School’s Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parent/guardian consent. Students who are 16 years of age or older or have finished 10th grade may access their own school records.

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

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

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

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

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

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

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

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

**School Liaison:** The Executive Director or designee designates the following staff person as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Heather Deyden  
Asst Director of Operations  
heather@heartwoodcharterschool.org

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

1. Homeless students are identified by Charter School personnel through outreach and coordination activities with other entities and agencies and through the annual housing questionnaire administered by the Charter School
2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing

services, and other appropriate services.

4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, the Charter School's charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

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

**Housing Questionnaire:** Charter School shall administer a housing questionnaire for purposes of identifying homeless children and youth. Charter School shall ensure that the housing questionnaire is based on the best practices developed by the CDE. Charter School shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at Charter School. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in English, and if fifteen (15) percent or more of the students enrolled at Charter School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. Charter School shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

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

Homeless students have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a homeless student seeking reenrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). The Charter School will also immediately enroll any homeless student seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Homeless students have the right to remain in their school of origin following the termination of the child's status as a homeless student as follows:

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

If the Charter School operates an intersession program, Charter School shall grant priority access to homeless students. Notwithstanding any other law, if the homeless student will be moving during an intersession period, the pupil's parent, guardian, educational rights holder, Indian custodian<sup>1</sup> in the case of an Indian child, or, if none of the preceding are applicable, an accompanied homeless student themselves shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

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

---

<sup>1</sup> "Indian custodian" means any Indian person who has legal custody of an Indian child under tribal law or custom or under State law or to whom temporary physical care, custody, and control has been transferred by the parent of such child. *Section 1903 of Title 25 of the United States Code*

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, the length of the student's school enrollment, or, for pupils with significant gaps in school attendance, the pupil's age as compared to the average age of pupils in the third or fourth year of high school may be used, whichever will qualify the student for the exemption.

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

The Charter School shall notify and consult with students who are exempted from the Charter School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption.

If a homeless student who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH and the student at one time qualified for the exemption, even if the student is no longer homeless.

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

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

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

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

1. Consult with the student and the student's ERH regarding the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Consult with the student, and the ERH for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student and the student's ERH about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the student's ERH.
5. Consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a homeless student **is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5<sup>th</sup>) year to complete the statewide coursework requirements. Charter School shall consult with the homeless student and the student's ERH regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a institution of higher education.

3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a homeless student is **not** eligible for an exemption in the year in which the pupil transfers between schools, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the *following* academic year, Charter School shall reevaluate eligibility;
2. Provide written notice to the pupil, the ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.
3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the ERH of the pupil's options to:
  - i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, **or**
  - ii. Upon agreement with the ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

**Reporting Requirements:** Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data.

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

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

**Complaints of Noncompliance:** A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available on the website.

**Availability of Complete Policy:** For any homeless student who enrolls at the Charter School, a copy of the Charter School's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available on the website.

### **English Learners**

The Charter School is committed to the success of its English Learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. The Charter School will meet all applicable legal requirements for English Learners as they pertain to annual notification to parents, student identification, placement, program options, English Learners and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding English Learners and the rights of students and parents.

### **Information Regarding Financial Aid**

The Charter School shall ensure that each of its students receives information on how to properly complete and submit the 1) Free Application for Federal Student Aid (FAFSA) or 2) the California Dream Act Application as appropriate, at least once before the student enters 12<sup>th</sup> grade. The Charter School will provide a paper copy of the FAFSA or the California Dream Act Application upon request.

- The FAFSA form and information regarding the FAFSA are available at:
  - <https://studentaid.gov/h/apply-for-aid/fafsa>
- The California Dream Act Application and information regarding the California Dream Act is available at:
  - <https://www.csac.ca.gov/post/resources-california-dream-act-application>

The Charter School shall confirm that each of its students in grade 12 completes and submits a FAFSA to the United States Department of Education, or if the student is exempt from paying nonresident tuition pursuant to Education Code section 68130.5, a California Dream Act Application to the Student Aid Commission. Students who are exempt or whose parent/guardian (if the student is a minor) have opted-out will not be required to comply.

**Human Trafficking Prevention**

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

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

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

**Immunizations**

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

These required immunizations include:

<b>Child’s Grade</b>	<b>List of shots required to attend school</b>
<b>TK/K-12 Admission</b>	Diphtheria, Tetanus and Pertussis (DTaP) - Five (5) doses Polio - Four (4) doses Measles, Mumps, and Rubella (MMR) - Two (2) doses Hepatitis B (Hep B) - Three (3) doses Varicella (chickenpox) – Two (2) doses

	<p><b>NOTE:</b> Four doses of DTaP are allowed if one was given on or after the birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, or DTP vaccine was given on or after the seventh birthday (also meets the 7th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after the first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMR) meet the requirements for individual component vaccines.</p>
<p><b>Entering 7<sup>th</sup> Grade</b></p>	<p>Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose</p> <p><b>NOTE:</b> In order to begin 7th grade, students who had a valid personal exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet the requirements listed for grades K-12 as well as the requirements for 7<sup>th</sup> grade advancement . At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.</p>

Please see the complete policy on the website for further information, including exemptions.

**Involuntary Removal Process**

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

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

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

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

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

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

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

### **Mental Health Services**

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

#### **Available on Campus:**

- **School-based counseling services** – your child is encouraged to directly contact a Charter School counselor by coming into the Bothin Main office during school hours and making an appointment to speak with a counselor. The counseling office can also be reached at 707-200-7812. Our Charter School counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary.
- **Special education services** – if you believe your child may have a disability, you are encouraged to directly contact a Heather Deyden at 707-981-6307 to request an evaluation.
- **Prescription medication while on campus** – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact a Tamara Lemesh at 415-328-1020.
- [Sonoma County Office of Education \(SCOE\) Mental Health Resources](#)
- [24 Hour Emergency Mental Health Hotlines/Emergency Numbers](#)
- [Sonoma County Free or Low Cost Counseling Services](#)
- [Spanish/English Bilingual Mental Health Resources](#)
- [Alcohol and Substance Abuse Resources](#)
- [Shelter, Food, Medical, Mental Health, Disaster Resources](#)

- [Online Counseling Resources](#)

If you need support in finding community mental health resources, please reach out to:

Alicia Soliz

Student Support & Special Education Coordinator

[sped@heartwoodcharterschool.org](mailto:sped@heartwoodcharterschool.org)

#### Available Nationally:

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

#### **Nondiscrimination Statement**

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

The Charter School Board of Directors shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups. . The Charter School Board of Directors shall not adopt or approve the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use of such would subject a student to unlawful discrimination pursuant to Education Code section 220.

The Charter School adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (“ADA”), and the Individuals with Disabilities Education Improvement Act of 2004 (“IDEIA”).

The Charter School does not discourage students from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage,

nationality, race, ethnicity, or sexual orientation. The Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with the Charter School's charter and relevant policies.

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

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

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability).

The Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

The Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender.

Pursuant to California law and the California Attorney General's guidance to K-12 schools in responding to immigration issues ("Guidance"), Charter School provides equal access to free public education, regardless of a student's or their parent's or guardian's immigration status or religious beliefs. The complete Guidance, including *Appendix G – Know Your Rights* can be reviewed via the following link: <https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-model-k12.pdf>

The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures ("UCP") Compliance Officer:

Heather Deyden  
Assistant Director of Operations  
heather@heartwoodcharterschool.org

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

### **Oral Health Assessment**

Students enrolled in transitional kindergarten or kindergarten in a public school or while enrolled in first grade if the student was not previously enrolled in kindergarten in a public school are required to present proof of having received an oral health assessment completed by a dental professional that was performed within 12 months before the student's initial enrollment in a public school. Please contact the main office if you have questions about this requirement.

### **Parent and Family Engagement Policy**

The Charter School aims to provide all students in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act ("ESEA"). The Charter School staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success. A copy of the Charter School's complete Policy is available upon request in the website.

### **Physical Examinations and Right to Refuse**

A parent/guardian having control or charge of any child enrolled in the Charter School may file annually with the Assistant Director of Operations a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

### **Pregnant and Parenting Students**

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

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

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

Heather Deyden  
Asst Director of Operations  
heather@heartwoodcharterschool.org

A copy of the UCP is available on the website. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Executive Director.

### **Safe Storage of Firearms**

The purpose of this notice is to inform and to remind parents and legal guardians of all students at the Charter School of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. **These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.**

To help everyone understand their legal responsibilities, this notice spells out California law regarding the storage of firearms. Please take some time to review this notice and evaluate your own personal practices to assure that you and your family are in compliance with California law:

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child’s parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
  - The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child’s parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor **never** actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person’s child or ward.

The county or city may have additional restrictions regarding the safe storage of firearms. Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

### **School Bus and Passenger Safety**

All students who are transported in a schoolbus or school student activity bus shall receive instruction in school bus emergency procedures and passenger safety. A copy of the complete Policy is available on the website.

### **School Safety Plan and Asbestos Management Plan**

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

The Charter School has also established an Asbestos Management Plan. The Plan is available upon request at the main office. The following asbestos-related activities are planned or in progress at the Charter School: None for the 2025-26 school year

### **Section 504**

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

### **Sexual Health Education**

The Charter School offers comprehensive sexual health education to its students in grades 8 and 11. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

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

Anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 8 and 11. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

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

### **Special Education /Students with Disabilities**

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

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact Heather Deyden-Littrell, [sped@heartwoodcharterschool.org](mailto:sped@heartwoodcharterschool.org), 707-981-6307.

Please see the complete policy on the HCS website.

### **State Testing**

The Charter School shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress ["CAASPP"].) Notwithstanding any other provision of law, a parent's or guardian's written request to Charter School officials to excuse their child from any or all parts of the CAASPP shall be granted. Upon request, parents have a right to information on the level of achievement of their student on every State academic assessment administered to the student.

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

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

1. The right to inspect and review the student’s education records within 10 business days after the day the Charter School receives a request for access. Parents or eligible students should submit to the Charter School Executive Director or designee a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA.

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

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

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

official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

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

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

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

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

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

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

1. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. The Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at the parent's or eligible student's last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, the Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for a hearing;

3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student’s application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student’s educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for students and parents, and any individualized education program (“IEP”) or Section 504 plan that may have been developed or maintained by the Charter School; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by the Charter School with respect to that alleged crime or offense. The Charter School discloses the final results of the disciplinary proceeding regardless of whether the Charter School concluded a violation was committed.

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

1. Student’s name
2. Student’s address
3. Parent’s/guardian’s address
4. Telephone listing
5. Student’s electronic mail address
6. Parent’s/guardian’s electronic mail address
7. Photograph/video
8. Date of birth
9. Dates of attendance
10. Grade level
11. Participation in officially recognized activities and sports

12. Weight and height of members of athletic teams
13. Degrees, honors, and awards received
14. The most recent educational agency or institution attended
15. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)

If you do not want the Charter School to disclose directory information from your child's education records without your prior written consent, you must notify the Charter School in writing at the time of enrollment or re-enrollment.

Please notify the Assistant Director of Operations at: [heather@heartwoodcharterschool.org](mailto:heather@heartwoodcharterschool.org) . A copy of the complete Policy is available on the website.

Please note that data collected and reported by Charter School to the California Longitudinal Pupil Achievement Data System ("CALPADS<sup>2</sup>") pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI<sup>3</sup>") and will:

1. Be used to provide pupils and families with direct access to online tools and resources.
2. Enable a pupil to transmit information shared with the CCGI to both of the following:
  - a. Postsecondary educational institutions for purposes of admissions and academic placement.
  - b. The Student Aid Commission for purposes of determining eligibility for, and increasing uptake of, student financial aid.

Please visit the CCGI website at [CaliforniaColleges.edu](http://CaliforniaColleges.edu) to access resources that help students and their families learn about college admissions requirements.

### **Surveys About Personal Beliefs**

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

### **Teacher Qualification Information**

As the Charter School receives Title I federal funds through the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA"), all

---

<sup>2</sup> CALPADS is a database maintained by the CDE which consists of pupil data from elementary and secondary schools relating to, among other things, demographic, program participation, enrollment, and statewide assessments data.

<sup>3</sup> CCGI is an authorized provider of an institutional service to all California local educational agencies and part of the state's efforts to make college-going a more streamlined experience for students. The CCGI currently receives enrollment data for all public-school students enrolled in grades six through twelve from the California Department of Education ("CDE").

parents/guardians of students attending the Charter School may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals, including at a minimum:

1. Whether the student's teacher:
  - a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
  - b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
  - c. Is teaching in the field of discipline of the certification of the teacher; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, the Charter School will provide the information to the parents/guardians in a timely manner. Parents/guardians may contact the Assistant Director of Operations at 707-981-6307 or [heather@heartwoodcharterschool.org](mailto:heather@heartwoodcharterschool.org) to obtain this information.

### **Tobacco Free Schools**

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

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

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

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

Please see the complete policy on the HCS website.

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

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

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a) or 244(a).
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
  - Accommodations for Pregnant, Parenting or Lactating Students;
  - Adult Education;
  - Career Technical and Technical Education;
  - Career Technical and Technical Training;
  - Child Care and Development Programs;
  - Consolidated Categorical Aid;
  - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
  - Every Student Succeeds Act;
  - Migrant Education Programs;
  - Regional Occupational Centers and Programs;
  - School Safety Plans; and/or
  - State Preschool Programs.
3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:
  - A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
  - A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
  - A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

Complaints of noncompliance with laws relating to pupil fees may be filed with the Executive Director or the Compliance Officer identified below.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or Local Control and Accountability Plans ("LCAP") under Education Code

sections 47606.5 and 47607.3, as applicable. If the Charter School adopts a School Plan for Student Achievement (“SPSA”) in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.

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

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

Complaints regarding state preschool health and safety issues in local educational agencies exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated.

Complaints other than complaints relating to pupil fees must be filed in writing with the following Compliance Officer:

[Stephanie Felton-Priestner](mailto:stephanie@heartwoodcharterschool.org)  
Executive Director  
170 Liberty School Road  
Petaluma, CA 94952  
[stephanie@heartwoodcharterschool.org](mailto:stephanie@heartwoodcharterschool.org)

Only complaints regarding pupil fees, LCAP, or noncompliance with Education Code section 243 or 244 may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with the respective applicable laws.

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. All other complaints under the UCP shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Charter School’s Board of Directors approved the LCAP or the annual update was adopted by the Charter School.

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

The complainant has a right to appeal the Charter School’s Decision to the California Department of Education (“CDE”) by filing a written appeal within thirty (30) calendar days of the date of the Charter

School's written Decision, except if the Charter School has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with the Charter School, a copy of the Charter School's Decision, and the complainant must specify and explain the basis for the appeal of the Decision, including at least one of the following:

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

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

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

Complaints alleging noncompliance with Education Code section 243 or 244 may be filed with the SSPI directly, and the SSPI may directly intervene without waiting for an investigation by the Charter School. The complainant shall present the SSPI with evidence that supports the basis for the direct filing and why immediate action is necessary.

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

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

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest

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

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

### **School Meals and Student Wellness**

Pursuant to California law, the Charter School shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat, to any student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free breakfast meal and one (1) free lunch each school day on which the student is scheduled for two (2) or more hours of educational activities at a school site, resource center, meeting space or other satellite facility operated by the Charter School. This shall apply to all pupils in kindergarten through grade twelve (12).

Applications for school meals are included in the Getting Started Checklists provided electronically to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the application form. Completed application forms can be returned to the main office. Income eligibility guidelines for federally funded free and reduced-price meals are available at: <https://www.cde.ca.gov/ls/nu/rs/>

Based on a parent/guardian's annual earnings, a parent/guardian may be eligible to receive the Earned Income Tax Credit from the Federal Government (Federal EITC). The Federal EITC is a refundable federal income tax credit for low-income working individuals and families. The Federal EITC has no effect on certain welfare benefits. In most cases, Federal EITC payments will not be used to determine eligibility for Medicaid, Supplemental Security Income, food stamps, low-income housing, or most Temporary Assistance For Needy Families payments. Even if you a parent/guardian does not owe federal taxes, they must file a federal tax return to receive the Federal EITC. Be sure to fill out the Federal EITC form in the Federal Income Tax Return Booklet. For information regarding your eligibility to receive the Federal EITC, including information on how to obtain the Internal Revenue Service (IRS) Notice 797 or any other necessary forms and instructions, contact the IRS by calling 1-800-829-3676 or through its website at [www.irs.gov](http://www.irs.gov).

A parent/guardian may also be eligible to receive the California Earned Income Tax Credit (California EITC) starting with the calendar year 2015 tax year. The California EITC is a refundable state income tax credit for low-income working individuals and families. The California EITC is treated in the same manner as the Federal EITC and generally will not be used to determine eligibility for welfare benefits under California law. To claim the California EITC, even if you do not owe California taxes, you must file a California income tax return and complete and attach the California EITC Form (FTB 3514). For information on the availability of the credit eligibility requirements and how to obtain the necessary

California forms and get help filing, contact the Franchise Tax Board at 1-800-852-5711 or through its website at [www.ftb.ca.gov](http://www.ftb.ca.gov).

Charter School shall allow students, teachers, and staff to bring and carry water bottles. Water bottles may be excluded from libraries, computer labs, science labs, and other places where it is deemed dangerous to have drinking water. Charter School may develop additional policies regarding the types of water bottles that may be carried.

Charter School adheres to all applicable requirements regarding placement and maintenance of water bottle refilling stations on campus.

Charter School shall encourage water consumption through promotional and educational activities and signage that focus on the benefits of drinking water and highlight any water bottle filling stations that are located on campus.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, Charter School is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or  
fax:  
(833) 256-1665 or (202) 690-7442; or  
email:  
[Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

Charter School is an equal opportunity provider.

A copy of the complete Policy, which includes the Charter School’s meal charge policy, is available upon request at the main office. The Charter School also maintains a School Wellness Policy pursuant to state and federal requirements.

### **Use of Student Information Learned from Social Media**

The Charter School complies with all federal, state, and local guidelines regarding the gathering and/or maintenance of information about any enrolled student obtained from social media in the student’s educational record. The Charter School gathers student information from social media. Such information shall be maintained in the Charter School’s records with regard to the student and shall be destroyed within one (1) year after a student turns 18 years of age or within one (1) year after the student is no longer enrolled in the Charter School, whichever occurs first. A non-minor student or a student’s parent or guardian may access the student’s records for examination of the information, request the removal of information or corrections made to information gathered or maintained by the Charter School by contacting the Executive Director.

### **Workplace Readiness Week and Work Permits**

The week of each year that includes April 28 shall be known as “Workplace Readiness Week.” All public high schools, including charter schools, shall annually observe that week by providing information to students on their rights as workers.

Beginning August 1, 2024, any minor seeking the signature of a Charter School verifying authority on a Statement of Intent to Employ a Minor and Request for a Work Permit-Certificate of Age will be issued, before or at the time of receiving the signature of the verifying authority, a document clearly explaining basic labor rights extended to workers. An infographic explaining these rights is available at: <https://laborcenter.berkeley.edu/wp-content/uploads/2024/05/Know-Your-Rights-FINAL.pdf>

Please submit all work permits to your CST, these are very time sensitive. Your CST will request signature by our High School Coordinator or the Executive Director and send it back to the parent/guardian who submitted the request.

## Complete Policies



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

Adopted/Ratified: [INSERT]

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Heartwood Charter School ("HCS" or the "Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether.

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

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

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom HCS does business, or any other individual, student, or volunteer. HCS will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted.

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other

person with whom HCS does business, and all acts of HCS’s Board of Directors (“Board”) in enacting policies and procedures that govern HCS.

HCS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

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

Heather Deyden  
Asst Director of Operations  
Heather@heartwoodcharterschool.org

**Definitions**

**Harassment** means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual’s educational or work environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

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

**Sexual Harassment**

In accordance with Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. Part 106) and California law, discrimination and harassment on the basis of sex in education institutions, including in the education institution’s admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by HCS.

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

Under Title IX, “sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
- “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

Examples of conduct that may fall within the Title IX definition of sexual harassment, the Education Code definition of sexual harassment, or both:

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

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

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

- Placing a reasonable student or students in fear of harm to that student's or those students' person or property.
- Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
- Causing a reasonable student to experience a substantial interference with the student's academic performance.
- Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by HCS.

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

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

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
  - Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
  - Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
  - Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- An act of "Cyber sexual bullying" including, but not limited to:
  - The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of

an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

- “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

**Formal Complaint of Sexual Harassment** means a written document filed and signed by a complainant who is participating in or attempting to participate in HCS’s education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that HCS investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, a complainant must be participating in or attempting to participate in HCS’s education program or activity.

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

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

HCS has adopted the following procedures for preventing acts of bullying, including cyberbullying.

#### **Cyberbullying Prevention Procedures**

HCS advises students:

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

HCS informs its employees, students, and parents/guardians of HCS’s policies regarding the use of technology in and out of the classroom. HCS encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

#### **Education**

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

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

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

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

### **Professional Development**

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

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

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

Charter School also informs certificated employees about the groups of students determined by HCS and available research to be at elevated risk for bullying and provides its certificated employees with information on existing school and community resources related to the support of these groups. These groups include but are not limited to:

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

HCS encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for HCS's students.

### **Grievance Procedures**

#### **Scope of Grievance Procedures**

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

- Are written and signed;
- Filed by an individual who alleges that they have personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- Submitted to the HCS UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

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

### **Submitting a Report or Complaint**

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

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the Coordinator (or the Executive Director if the complaint is against the Coordinator) as soon as possible after the incidents giving rise to the report or complaint.

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

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

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

HCS acknowledges and respects every individual’s right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to

the greatest extent possible. This includes keeping the identity of the reporter and/or complainant confidential, as appropriate, except to the extent necessary to comply with applicable law, carry out the investigation and/or to resolve the issue, as determined by HCS on a case-by-case basis.

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

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff, and any individual designated as a Title IX Coordinator, investigator or decisionmaker and any person who facilitates an informal resolution process will receive Title IX training and/or instruction concerning sexual harassment as required by law.

### **Supportive Measures Under Title IX**

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

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

### **Investigation and Response**

Upon receipt of a report or complaint of misconduct prohibited by this Policy, the Coordinator or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than thirty (30) school days.

At the conclusion of the investigation, the Coordinator or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation,

including any actions necessary to resolve the incident/situation. However, the Coordinator or designee will not reveal confidential information related to other students or employees.

If the complaint is against the Coordinator, the Executive Director or designee will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

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

- Notice of the Allegations

- Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
  - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
  - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
  - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
  - A statement that HCS prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.

- Emergency Removal

- HCS may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with HCS's policies.
- HCS may remove a respondent from HCS's education program or activity on an emergency basis, in accordance with HCS's policies, provided that HCS undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
- This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.

- Informal Resolution

- If a formal complaint of sexual harassment is filed, HCS may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If HCS offers such a process, it will do the following:
  - Provide the parties with advance written notice of:
    - The allegations;
    - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;

- The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
  - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
  - Obtain the parties' advance voluntary, written consent to the informal resolution process.
- HCS will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
  - The decisionmaker will not be the same person(s) as the Coordinator or the investigator. HCS shall ensure that all decisionmakers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
  - In most cases, a thorough investigation will take no more than thirty (30) school days. If the Coordinator determines that an investigation will take longer than thirty (30) school days and needs to be delayed or extended due to good cause, the Coordinator or designee will inform the complainant and any respondents in writing of the reasons for the delay or extension. The entire Title IX process, including informal resolution, opportunities to respond, and determination of responsibility may take ninety (90) calendar days or longer, depending on the complexity of the investigation and the issues raised.
  - The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
  - The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
  - A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
  - Prior to completion of the investigative report, HCS will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
  - The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
  - If the alleged harassment did not occur in HCS's education program or activity, or against a person in the United States, or would not constitute sexual harassment under Title IX even if proved, the formal complaint with regard to that conduct must be dismissed for purposes of sexual harassment under Title IX. However, such a dismissal does not preclude action under another applicable HCS policy.
  - HCS may dismiss a formal complaint of sexual harassment if:
    - The complainant provides a written withdrawal of the complaint to the Coordinator;
    - The respondent is no longer employed or enrolled at HCS; or

- The specific circumstances prevent HCS from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
- If a formal complaint of sexual harassment or any of the claims therein are dismissed, HCS will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
  - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
  - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
  - HCS will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
    - The allegations in the formal complaint of sexual harassment;
    - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
    - The findings of facts supporting the determination;
    - The conclusions about the application of HCS's code of conduct to the facts;
    - The decision and rationale for each allegation;
    - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
    - The procedures and permissible bases for appeals.

### **Consequences**

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

### **Right of Appeal**

Should the reporting individual find HCS's resolution unsatisfactory for complaints within the scope of this Policy, other than formal complaints of sexual harassment, the reporting individual may, within five (5) business days of notice of HCS's decision or resolution, submit a written appeal to the President of the HCS Board, who will review the investigation and render a final decision.

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

- The complainant and the respondent shall have the same appeal rights and HCS will implement appeal procedures equally for both parties.
- Within five (5) business days of HCS's written decision or dismissal of the complaint, the complainant or respondent may submit a written appeal to the President of the Board, who will serve as the appeal decisionmaker or designate an appeal decisionmaker.
- The decisionmaker for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decisionmaker.

- The complainant and respondent may appeal from a determination regarding responsibility, and from HCS's dismissal of a formal complaint or any allegations therein, on the following bases:
  - Procedural irregularity that affected the outcome of the matter;
  - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
  - The Title IX Coordinator, investigator(s), or decisionmaker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- HCS will notify the other party in writing when an appeal is filed.
- The decisionmaker for the appeal will: 1) give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; 2) issue a written decision describing the result of the appeal and the rationale for the result; and 3) provide the written decision simultaneously to both parties.

### **Recordkeeping**

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

HCS will maintain the following records for at least seven (7) years:

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



**TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION  
& BULLYING COMPLAINT FORM**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you have a complaint against: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements; etc.) (Attach additional pages, if needed):

---

---

---

---

**I hereby authorize HCS to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination or expulsion from the Charter School.**

\_\_\_\_\_  
Signature of Complainant

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

\_\_\_\_\_  
Print Name

**To be completed by the Charter School:**

Received by: \_\_\_\_\_

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

Follow up Meeting with Complainant held on: \_\_\_\_\_



## **Professional Boundaries: Staff/Student Interaction Policy**

Heartwood recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible. This policy is available on Heartwood's website.

### Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

- A. Examples of PERMITTED actions (NOT corporal punishment)
  - 1. Stopping a student from fighting with another student;
  - 2. Preventing a pupil from committing an act of vandalism;
  - 3. Defending yourself from physical injury or assault by a student;
  - 4. Forcing a pupil to give up a weapon or dangerous object;
  - 5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
  - 6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
  
- B. Examples of PROHIBITED actions (corporal punishment)
  - 1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
  - 2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
  - 3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

### Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

#### Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

#### Examples of Specific Behaviors

The following examples are not an exhaustive list:

#### *Unacceptable Staff/Student Behaviors (Violations of this Policy)*

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.

- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- (k) Communication with students via an employee's personal accounts such as email and/or social media.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

**(These behaviors should only be exercised when a staff member has parent and supervisor permission.)**

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

Cautionary Staff/Student Behaviors

**(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)**

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertain to school activities or classes (Communication must be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.

- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Executive Director about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.



## **Suspension and Expulsion Policy and Procedures**

### **Policy**

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and wellbeing of all students at Heartwood Charter School (“Charter School”). In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at noncharter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion, or involuntary removal.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as the Charter School’s policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This policy and its procedures will be printed and distributed annually as part of the Student Handbook which will clearly describe discipline expectations.

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

The Charter School administration shall ensure that students and their parents/guardians<sup>4</sup> are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this policy and its procedures are available upon request at

---

<sup>4</sup> The Charter School shall ensure that a homeless child or youth’s educational rights holder; a foster child or youth’s educational rights holder, attorney, and county social worker; and an Indian child’s tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term “parent/guardian” shall include these parties.

the Executive Director's office.

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

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

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

## **Procedures**

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

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; or d) during, going to, or coming from a school-sponsored activity.

### **B. Enumerated Offenses**

1. Discretionary Suspension and Expulsion Offenses: Students may be suspended and/or recommended for expulsion when it is determined the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that disclosure.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- g) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that disclosure.
- h) Committed an obscene act or engaged in habitual profanity or vulgarity.
- i) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- j) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

- k) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- l) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- m) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- n) Engaged in, or attempted to engage in, hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.
- o) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- p) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- q) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.

- r) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- s) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
    - iii. Causing a reasonable student to experience substantial interference with their academic performance.
    - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
  - 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    - i. A message, text, sound, video, or image.
    - ii. A post on a social network Internet Web site including, but not limited to:
      - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
      - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph

(1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

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

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

t) A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

u) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

2. Non-Discretionary Suspension and Expulsion Offenses: Students must be suspended and recommended for expulsion when it is determined the student:
  - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
  - b) Brandished a knife at another person.
  - c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
  - d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4
3. If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term “destructive device” means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

### **C. Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

## 1. Conference

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

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

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. The conference shall be held as soon as the student is physically able to return to school for the conference. Penalties shall not be imposed on a student for failure of the student's parent/guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian at the conference.

## 2. Notice to Parents/Guardians

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

## 3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Executive Director or designee, the student and the student's parent/guardian will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student and the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

This determination will be made by the Executive Director or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

#### 4. Homework Assignments During Suspension

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

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

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

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

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

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

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act "FERPA")

unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

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

1. The date and place of the expulsion hearing.
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment.
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days' notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian or legal counsel; and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the

hearing room to facilitate a less intimidating environment for the complaining witness.

5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

## **G. Record of Hearing**

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

## **H. Presentation of Evidence**

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

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

## **I. Expulsion Decision**

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final. If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

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

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

The Executive Director or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following: (a) notice of the specific offense committed by the student; and (b) notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

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

### **K. Disciplinary Records**

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

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

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

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

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

### **N. Rehabilitation Plans**

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission.

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

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Executive Director or designee and the student and student's parent/guardian to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive

Director or designee shall make a recommendation to the Board of Directors following the meeting regarding the Executive Director's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

#### **P. Notice to Teachers**

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

#### **Q. Involuntary Removal for Truancy**

In accordance with Education Code Section 51747 and the Charter School's Board policy on independent study, after three (3) missed assignments in twenty (20) school days, an evaluation is held to determine whether it is in the best interest of the student to remain in independent study. If it is determined that it is not in the student's best interest to remain in independent study, the Charter School may involuntarily remove the student after the Charter School follows the requirements of the Missed Assignment Policy and only after providing notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal as forth herein. Students who are involuntarily removed for truancy shall be given a rehabilitation plan and shall be subject to the readmission procedures set forth herein.

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

##### **1. Notification of SELPA**

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

##### **2. Services During Suspension**

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

### 3. Procedural Safeguards/Manifestation Determination

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

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

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

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

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

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

### 4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to

the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

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

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

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

#### 5. Special Circumstances

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

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

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

#### 6. Interim Alternative Educational Setting

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

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

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

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

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

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

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

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



## **Suicide Prevention Policy**

The Board of Directors of Heartwood Charter School (“HCS” or the “Charter School”) recognizes that suicide is a major cause of death among youth and should be taken seriously. To attempt to reduce suicidal behavior and its impact on students and families, the Board of Directors has developed prevention strategies and intervention procedures.

In compliance with Education Code section 215, this policy has been developed in consultation with HCS and community stakeholders, HCS school-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and mental health professionals, the county mental health plan, first responders, and community organizations to identify additional resources to ensure this policy is aligned and includes similar research and resources, as well as to assist in planning, implementing, evaluating, and updating HCS’ strategies for suicide prevention and intervention. HCS shall work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources. To ensure the policies regarding suicide prevention are properly adopted, implemented, updated, and easily accessible to all. HCS shall appoint an individual (or team) to serve as the suicide prevention point of contact for HCS. The suicide prevention point of contact for HCS and the Executive Director shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. this policy shall be reviewed and revised as indicated, at least every five (5) years in conjunction with the previously mentioned community stakeholders.

### **Suicide Prevention Crisis Team**

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, HCS created an in-house Suicide Prevention Crisis Team (“SPCT”) consisting of administrators, mental health professionals, relevant staff, parents, and middle and high school students. The SPCT includes the following individuals:

1. Jolene Rodriguez , Homeschool School Counselor
2. Kristy Geithman , Bothin School Counselor
3. Heather Deyden, Asst Director of Operations
4. Tamara Lemesh, Bothin Vice Principal

HCS designates the following employees to act as the primary and secondary Suicide Prevention Liaisons to lead the SPCT:

- Primary Liaison: Tamara Lemesh, Bothin Vice Principal

- Secondary Liaison: **Laura Baquerizo** , Bothin Office Administrator

The functions of the SPCT are to:

- Review mental health related school policies and procedures;
- Provide annual updates on school data and trends;
- Review and revise school prevention policies;
- Review and select general and specialized mental health and suicide prevention training;
- Review and oversee staff, parent/guardian, and student trainings;
- Ensuring the suicide prevention policy, protocols, and resources are posted on the school website;
- Ensure compliance with Education Code section 215;
- Collaborate with community mental health organizations;
- Identify resources and agencies that provide evidence-based or evidence-informed treatment;
- Help inform and build skills among law enforcement and other relevant partners; and
- Collaborate to build community response.

**Employee Qualifications and Scope of Services**

Employees of HCS shall act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, screen and assess and to provide ongoing supports to youth identified at risk, the care or treatment for suicidal ideation is typically beyond the scope of services offered in the school setting.

**Messaging About Suicide Prevention**

HCS along with its partners shall:

1. Thoroughly and regularly review with its partners, all materials and resources used in awareness efforts to ensure they align with best practices for safe and effective messaging about suicide.
2. Ensure that all communications, documents, materials related to messaging about suicide focus on warning signs as well as risk, prevention, and protective factors, avoid discussing details about methods of suicide, avoid oversimplifying (i.e. identifying singular cause of suicide), avoid sensational language, and only includes clear, respectful, people-first language that encourages an environment free of stigma. As part of safe messaging for suicide, we use specific terminology when referring to actions related to suicide or suicidal behavior:

Use	Do Not Use
<p><b>“Died by suicide”</b></p> <p><b>or</b></p>	<p><b>“Committed suicide”</b></p> <p><b>Note:</b> Use of the word “commit” can imply crime/sin</p>

Use	Do Not Use
“Took their own life”	
“Attempted suicide”	<p data-bbox="852 321 1274 352"><b>“Successful” or “unsuccessful”</b></p> <p data-bbox="852 384 1412 457"><b>Note:</b> There is no success, or lack of success, when dealing with suicide</p>

3. Provide suicide prevention resources in parent/student handbooks and on school-issued identification cards for staff and students, on school websites, and during any mental health or suicide prevention skill-building activity for students or parents/families and professional development for staff.

### **Suicide Awareness and Prevention Training for School Staff**

HCS, along with its partners, has carefully reviewed available staff training to ensure the curriculum is evidence-based, evidenced informed, aligned with best practices in suicide prevention, and promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training and professional development shall be provided for all school staff members (certificated and classified) andH other adults on campus (including substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool program staff).

1. All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists, social workers, or nurses) who have received advanced training specific to suicide prevention. Charter School has collaborated with Marin County Office of Education, Sonoma County Office of Education, and the Sonoma SELPA to review the training materials and content to ensure it is evidence-based, evidence-informed, and aligned with best practices.
2. Staff training is reviewed and adjusted annually based on previous professional development activities, emerging best practices, and feedback.
3. Charter School shall ensure that training is available for new hires during the school year.
4. At least annually, all staff shall receive training on prevention and protective factors such as the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
5. At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk and protective factors and warning signs,

prevention, intervention, referral, and postvention). Core components of the general suicide prevention training shall include:

- a. How to identify youth who may be at risk for suicide including suicide risk factors, warning signs, and protective factors.
  - b. Appropriate ways to approach, interact, and respond to a youth who is demonstrating emotional distress or having thoughts of suicide including skill building to ask directly about suicide thoughts.
  - c. Charter-approved procedures for responding to suicide risk (including programs and services in a Multi-tiered System of Support (MTSS) and referral protocols). Such procedures will emphasize the student should be under constant supervision and immediately referred for a suicide risk assessment.
  - d. Charter-approved procedures identifying the role educators, school staff, and volunteers play in supporting youth and staff after a suicide or suicide death or attempt (postvention).
6. **In addition to** core components of suicide prevention, ongoing annual staff professional development for all staff shall include the following components:
- a. The impact of traumatic stress on emotional and mental health.
  - b. Common misconceptions about suicide.
  - c. Charter School and community mental health and suicide prevention resources.
  - d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines).
  - e. Ways to identify youth who may be at risk of suicide including suicide warning signs, risk, and protective factors.
  - f. Appropriate ways to approach, interact, and respond to a youth who is demonstrating emotional distress or is having thoughts of suicide. Specifically, how to talk with a student about their thoughts of suicide, including skill building to ask directly about suicide thoughts and warm handoffs.
  - g. Charter School-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures will emphasize that the student should be constantly supervised until a suicide risk assessment is completed.
  - h. Charter School-approved procedures for identifying the role educators, school staff, and volunteers play in supporting youth and staff after a suicide or suicide death or attempt (postvention).
  - i. Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
    - Youth affected by suicide.
    - Youth with a history of suicide ideation or attempts.
    - Youth with disabilities, mental illness, or substance abuse disorders.
    - Lesbian, gay, bisexual, transgender, or questioning youth.

- Youth experiencing homelessness or in out-of-home settings, such as foster care.
- Youth who have suffered traumatic experiences.

### **Specialized Professional Development for School-based Mental Health Staff (Screening and/or Assessment)**

Additional professional development in suicide risk assessment (SRA) and crisis intervention is provided to designated student mental health professionals, including but not limited to school counselors, psychologists, social workers, administrators, and nurses employed by Charter School. Training for these staff is specific to conducting SRAs, intervening during a crisis, de-escalating situations, interventions specific to preventing suicide, making referrals, safety planning, and re-entry.

Specialized Professional Training for targeted School-based mental health staff includes the following components:

- Best practices and skill building on how to conduct an effective suicide risk screening/SRA using an evidence-based, Charter School-approved tool; Patient Health Questionnaire 9 (PHQ-9) Depression Scale; BSS Beck Scale for Suicide Ideation ; National Institute of Mental Health (NIMH)’s Ask Suicide-Screening Questions (ASQ) Toolkit; and the Adolescent Suicide Assessment Protocol – 20.
- Best practices on approaching and talking with a student about their thoughts of suicide and how to respond to such thinking, based on school guidelines and protocols.
- Best practices on how to talk with a student about thoughts of suicide and appropriately respond and provide support based on school guidelines and protocols.
- Best practices on follow up with parents/caregivers.
- Best practices on re-entry.

### **Virtual Screenings for Suicide Risk**

Virtual suicide prevention efforts include checking in with all students, promoting access to school and community-based resources that support mental wellbeing and those that address mental illness and give specific guidance on suicide prevention.

Charter School has established a protocol for assigning school staff to connect with students during distance learning and school closures. In the event of a school closure, Charter School has determined a process and protocols to establish daily or regular contact with all students. Staff understand that any concern about a student’s emotional wellbeing and/or safety must be communicated to the appropriate school staff, according to Charter School protocols.

Charter School has determined a process and protocols for school-based mental health professionals to establish regular contact with high-risk students, students who are on their caseloads, and those who are identified by staff as demonstrating need. When connecting with students, staff are directed to begin each conversation by identifying the location of the student and the availability of parents or caregivers. This practice allows for the staff member to ensure the safety of the student, particularly if they have expressed suicidal thoughts.

### **Parents, Guardians, and Caregivers Notification, Participation and Education**

1. HCS includes parents/guardians/caregivers in suicide prevention efforts. At a minimum, the Charter School shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the HCS Web page and included in the parent/student handbook. Parents/guardians/caregivers are invited to provide input on the development, review, and implementation of this policy.
3. HCS shall notify the parent/guardian/caregiver when a student has been screened or screened/assessed for suicide risk regardless of outcome
4. HCS shall establish and widely disseminate a referral process to all parents/guardians/caregivers/families, so they are aware of how to respond to a crisis and are knowledgeable about protocols and school, community-based, and crisis resources.
5. Community-based organizations that provide evidence-based suicide-specific treatments shall be highlighted on the Charter School's website with treatment referral options marked accordingly.
6. Staff autoreplies during vacations or absences shall include links to resources and phone/text numbers so parents and students have information readily available.
7. All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
  - a. Suicide risk factors, warning signs, and protective factors.
  - b. How to approach and talk with their child(ren) about thoughts of suicide.
  - c. How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any child/youth judged to be at risk for suicide and referral for an immediate suicide risk assessment.
  - d. Charter School's referral processes and how they or their children can reach out for help, etc.
8. Parent/guardians are provided with information on suicide prevention resources including crisis hotlines, local warmlines, and school and community-based supports and crisis resources including the National Suicide Prevention Lifeline, Crisis text line, and local

crisis hotlines and includes information that hotlines/resources are not just for crisis but also for friends/family and referral.

9. Parents/guardians/caregivers are reminded that the Family Educational Rights and Privacy Act (“FERPA”) generally protects the confidentiality of student records, which may sometimes include counseling or crisis intervention records. However, FERPA’s health or safety emergency provision permits the disclosure of personally identifiable information from a student’s education records, to appropriate parties, in order to address a health or safety emergency when the disclosure is necessary to protect the health or safety of the student or other individuals.

### **Student Participation and Education**

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, HCS along with its partners has carefully reviewed and will continue to review potential student curricula to ensure it includes information on recognizing and responding to signs and symptoms (within themselves and friends), learning coping skills, encourage help-seeking behavior and being knowledgeable of supports and resources.

Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students’ feelings of connectedness with HCS and is characterized by caring staff and harmonious interrelationships among students.

HCS’ instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The instruction shall not use the stress model to explain suicide.

HCS provides instruction to middle and high school students on general mental health and suicide prevention... The Charter School’s instructional curriculum, shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. The instruction is provided under the supervision of Charter School employed mental health professionals, with input from county and community mental health agencies, and middle and high school students. The instruction is developmentally appropriate, student-centered, and includes:

- a. Coping strategies for dealing with stress and trauma.
- b. How to recognize behaviors (warning signs), protective factors, and life issues (risk factors) associated with suicide and mental health issues in oneself and others.
- c. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help.
- d. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.
- e. Guidance regarding the district’s suicide prevention, intervention, and referral procedures.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, orientation classes, science, and physical education). HCS maintains a list of current student trainings, which is available upon request.

HCS has shared school-based supports and self-reporting procedures, so students are able to seek help if they are experiencing thoughts of suicide or if they recognize signs with peers. Although confidentiality and privacy are important, students should understand safety is a priority and if there is a risk of suicide, school staff are required to report. Charter-based mental health professionals are legally and ethically required to report suicide risk. **When reporting suicidal ideation or an attempt, school staff must maintain confidentiality and only share information limited to the risk or attempt.**

HCS supports the creation and implementation of programs and/or activities on campus that increase awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Weeks, Peer Counseling Programs, Freshman Success, and National Alliance on Mental Illness on Campus High School Clubs).

Charter School will include the following information on all student identification cards:

1.

- National Suicide Prevention Lifeline/Suicide Crisis Lifeline:
  - Call or Text “988”
  - Call 1-800-273-8255
- National Domestic Violence Hotline: Call 1-800-799-7233
- Crisis Text Line: Text “HOME” to 741741
- Teen Line: Text “TEEN” to 839863
- Trevor Project: Text “START” to 678678
- Trans Lifeline: 1-877-565-8860
- Local suicide prevention hotline telephone number

2. In addition to listing the above resources on student identification cards, Charter School shall include the following language: *“If you or someone you know is struggling emotionally or having trouble coping, there is help. Students in distress or those who just want to talk about their problems, can call or text the phone numbers listed here for free, confidential support.”*

HCS shall establish and widely disseminate a referral process to all students, so they know how to access support through school, community-based, and crisis services. Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they have knowledge or concerns of another student’s emotional distress, suicidal ideation, or attempt.

## **Intervention and Emergency Procedures**

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at HCS or in the community.

### ***A. Action Plan for Suicide Attempts on Campus or During School-Sponsored Activity***

HCS shall implement the following response protocol for suicide attempts during the school day.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911. The call shall NOT be made in the presence of the student and the student shall not be left unsupervised. Staff shall NOT physically restrain or block an exit.

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

2. Ensure the student's physical safety by one or more of the following, as appropriate:
  - a. providing immediate first aid as needed, until a medical professional is available.
  - b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened and report any medications taken, and access to weapons, if applicable.
  - c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
  - d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed.
  - e. Moving all other students out of the immediate area.
  - f. Not sending the student away or leaving him/her alone, even to go to the restroom.
  - g. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence.
  - h. Promising privacy and help, but not promising confidentiality.
  - i. Students should only be released to parents/guardians/caregivers/families or to a person who is qualified and trained to provide help.

3. Document the incident in writing as soon as feasible.
4. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. **Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.**
5. After a referral is made, HCS shall verify with the parent/guardian that the follow-up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of the importance of care. If follow-up care is still not provided, HCS should consider contacting Child Protective Services to report neglect of a youth.
6. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at HCS.
7. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

### ***B. Action Plan for Off-Campus Suicide Attempts***

In the event a suicide occurs or is attempted during the school day on a HCS campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in HCS' safety plan. After consultation with the Executive Director or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Executive Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. HCS staff may receive assistance from HCS counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted off a HCS campus and unrelated to school activities, the Executive Director or designee shall take the following steps to support the student:

1. Contact the parent/guardian and offer support to the family.
2. Discuss with the family how they would like HCS to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.

3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make-up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan; providing parents/guardians/caregivers/families local emergency numbers for after school and weekend emergency contacts.

### **Supporting Students during or after a Mental Health Crisis**

Students shall be encouraged through the education program and in HCS activities to notify a teacher, the Executive Director, another HCS administrator, psychologist, HCS counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. HCS shall implement the following steps during or after a crisis:

1. Treat every threat with seriousness and approach with a calm manner; make the student a priority.
2. Listen actively and non-judgmentally to the student. Let the student express their feelings.
3. Acknowledge the feelings and do not argue with the student.
4. Offer hope and let the student know they are safe, and that help is available. Do not promise confidentiality or cause stress.
5. Explain calmly and get the student to a skilled mental health professional or designated staff to further support the student.
6. Keep close contact with the parents/guardians/caregivers/families and mental health professionals working with the student.

### **Re-Entry to School After a Suicide Attempt**

A student who has verbalized ideation or attempted suicide is at a higher risk for suicide in the months following the crisis. Having a streamlined and well-planned re-entry process ensures the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt. An appropriate re-entry process is an important component of suicide prevention.

Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

HCS shall implement the following steps upon the student's re-entry:

1. The Executive Director shall obtain a written release of information signed by parents/guardians/caregivers/families and providers.
2. School mental health professionals shall confer with the student and parents/guardians/caregivers/families about any specific requests on how to handle the situation.
3. School-based mental health professionals shall confer with the student and parents/guardians/caregivers/families to develop a safety plan.
4. School-based mental health professionals shall inform the student's teachers about possible days of absences.
5. Teachers and administrators shall allow accommodations for student to make up work (understanding that missed assignments may add stress to student).
6. Mental health professionals or trusted staff members shall maintain ongoing contact to monitor student's actions and mood.
7. School-based mental health professionals shall work with parents/guardians/caregivers/families to involve the student in an aftercare plan.
8. School-based mental health professionals shall provide parent's/guardians/caregivers/families local emergency numbers for after school and weekend emergency contacts.

### **Responding After a Suicide Death (Postvention)**

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. HCS shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

1. Coordinate with the Executive Director to conduct an initial meeting of the Suicide Prevention Crisis Team to:
  - a. Confirm death and cause.
  - b. Identify a staff member to contact the deceased's family (within 24 hours).
  - c. Enact the Suicide Postvention Response.
  - d. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
2. Coordinate an all-staff meeting, to include:

- a. Notification (if not already conducted) to staff about suicide death.
  - b. Emotional support and resources available to staff.
  - c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration).
  - d. Share information that is relevant and that for which you have permission to disclose.
3. Prepare staff to respond to needs of students regarding the following:
  - a. Review signs of emotional distress and suicide ideation.
  - b. Review of protocols for referring students for support/assessment.
  - c. Develop and provide supports to staff in responding to student reactions.
  - d. Talking points for staff to notify students.
  - e. Share school and community-based resources available to students (on and off campus).
4. Identify students significantly affected by suicide death and other students at risk of imitative behavior, and immediately refer them to a school-based mental health professional.
5. Identify students affected by suicide death but not at risk of imitative behavior.
6. Communicate with the larger school community about the suicide death and availability of support services. Staff shall not share explicit, graphic, or dramatic content, including the manner of death.
7. Consider, (in consultation with the family) funeral arrangements for family and school community.
  - o If possible, suggest the funeral occur outside of school hours.
  - o Encourage parents/guardians of students to attend funeral/memorial with their children.
  - o Request family approval to attend and staff a table for resources to be available at the funeral, if possible, to remind students and the community of available resources.
  - o Offer a safe space on campus for students to utilize if needed before/after funeral or memorial service.
  - o Acknowledge there may be a high rate of absenteeism on the day of the funeral and school officials should make appropriate accommodations for staff and students to attend.
8. Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered.
9. Identify media spokesperson to cover story without the use of explicit, graphic, or dramatic content, if needed.

10. Utilize and respond to social media outlets:

- o Identify what platforms students are using to respond to suicide death.
- o Identify and encourage staff and students to monitor social media outlets.

10, Include long-term suicide postvention responses:

- a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed.
- b. Support siblings, close friends, teachers, and/or students of deceased.
- c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.



## **Admissions and Enrollment Policy and Procedures**

The goal of the admissions policy of Heartwood Charter School (“HCS” or “Charter School”) is to attract, enroll, and retain at the Charter School the broadest spectrum of students and families representative of the rich diversity existing within the counties and contiguous counties that HCS serves. HCS is nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition or discriminate against any students based upon any of the characteristics listed in Education Code Section 220. Admission to HCS will be open to any resident of Sonoma, Marin, Solano, Contra Costa, Mendocino, Lake, and Napa counties or a contiguous county to the county in which HCS is authorized and who is of legal age to attend public school.

Participation in the HCS program requires a commitment from both students and parents/guardians to the goals and vision of the HCS program. All prospective students and their parents or guardians will proceed according to this Admission and Enrollment policy, which, among other things, articulates the enrollment process, preferences, and, if necessary, procedures for a public random drawing.

HCS shall admit all pupils who wish to attend the Charter School. No student may concurrently attend a private school that charges the student’s family for tuition. The school will not receive public funds for any student who also attends a private school that charges the student’s family for tuition under Education Code § 47602.

No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. HCS will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or their parent or legal guardian within the state, unless required by Education Code Section 51747.3.

In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parent volunteer hours as a criterion for admission or continued enrollment. In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil’s records or require a parent, guardian, or pupil to submit the pupil’s records to the Charter School before enrollment.

A student must be five (5) years of age on or before September 1st in order to be admitted to kindergarten at any time during that school year.

In accordance with Education Code Section 48000(c)(1)(G), a child who will have their fourth birthday by September 1 shall be admitted to a transitional kindergarten program.

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

A student's age cannot exceed nineteen (19) years for initial enrollment unless the student has been continuously enrolled in school and making satisfactory progress toward graduation; if a student was not attending school at any time after his/her 19th birthday, he/she may not enroll with HCS.

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

As an independent study school, the Charter School is required to comply with Education Code 51746 and ensure that independent study is an appropriate educational option for each student. If a student previously participated in independent study and it was determined that independent study was not in the student's best interest, the Charter School will commence the evaluation process in accordance with the Missed Assignment and Involuntary Removal Policy immediately upon enrollment and the student may be subject to involuntary removal in accordance with Education Code 51747.

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

### **Non-Discrimination**

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition or discriminate against any student based upon any of the characteristics listed in Education Code Section 220. The Charter School shall not require a parent/legal guardian/student to provide information regarding a student's disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. The Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in the Charter.

### **Homeless and Foster Youth**

The Charter School shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

free, appropriate public education as provided to other children and youths. The Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents/guardians that the Charter School is open to enroll and provide services for all students and provides a contact number for access to additional information regarding enrollment. The Charter School shall comply with all applicable provisions of Education Code Sections 48850 – 48859.

## **Application Process and Public Random Drawing**

### Determining Capacity

The Charter School’s Board or Executive Director will annually determine the capacity, or maximum enrollment, by “grade level” (by specific grade level or encompassing all grade levels served) for each school year based on, among other factors, the annual budget, staffing, applicable legal requirements, and available resources prior to the start of the Open Enrollment Period. The Executive Director may update the Charter School’s capacity throughout the year as needed to meet the needs of the Charter School.

### Current Families Required to Confirm Intent to Return

Families with currently enrolled students must submit a re-enrollment form to confirm their intent to return to the school next year by the end of the Open Enrollment Period to remain enrolled in the Charter School for the following school year.

Students currently enrolled in the Charter School at the close of the Open Enrollment period are exempt from the random public drawing (“lottery”). If an enrolled student fails to provide the re-enrollment form by the deadline, the student will not have guaranteed admission for the following school year as a currently enrolled student. This means that the student loses their spot and will have to submit an application if they are interested in enrolling in the Charter School for the following school year.

### Notice of Open Enrollment and Application Deadline

The Executive Director will set an Open Enrollment Period each year. Public notice of the Open Enrollment Period and lottery rules, deadlines, dates, and times will be communicated in the enrollment applications and on the Charter School’s website.

Public notice for the date and time of the lottery will also be posted once the application deadline has passed. The Charter School will inform parents/guardians of all applicants and all interested parties of the rules to be followed during the lottery process via mail or email at least two weeks prior to the lottery date. The Charter School will provide sufficient notice to applicants if the Charter School finds it necessary to change the lottery date.

Applications will be accepted during the publicly advertised open enrollment period each year for enrollment in the following school year.

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

Parents/guardians/caregivers are strongly encouraged to attend a Charter School Orientation prior to submitting an application form to become familiar with the program's options, curriculum, and parent/guardian/student responsibilities.

### Determine if a Lottery is Needed

Following the Open Enrollment Period each year, which is published on the application form and the website, applications shall be counted to determine whether any learning center site has received more applicants than availability permits. In the event that this happens, the Charter School will hold a lottery to determine enrollment for the impacted learning center site, with the exception of existing students, who are guaranteed enrollment in the following school year.

### Lottery Preferences

HCS and the County agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv).

All students currently enrolled in the Charter School and siblings of enrolled students, as well as children of HCS teachers and staff and Founding Board Members, shall be exempt from the lottery.

HCS gives admission preference to: 1. Residents of the authorizing district.

The Board of Directors will take all necessary efforts to ensure that lottery procedures are fairly executed. The lottery will be held in a widely publicized, public setting on a widely publicized date.

### Lottery Procedures

1. The Charter School shall ensure that an independent third party is responsible for the actual "drawing" of applications.
2. Lottery spaces are pulled for each county by the designated lottery official (appointed by the Executive Director).
3. All lotteries shall take place on the same day in a single location.
4. When names are placed into a random drawing; the names of district residents will be placed in the drawing twice, whereas non-district residents' names will be placed only once.
5. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on the wait list according to their draw in the lottery. This waitlist will allow students the option of enrollment in the case of an opening during the current school year. The waitlist will not carry over to the following school year.

### Notifying Applicants After the Lottery

The Charter School will notify applicants who were successfully drawn in the lottery to offer admission.

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

Following the lottery, applicants who are offered admission at the Charter School at the time of the lottery will have 10 calendar days, or another deadline as may be set by the Executive Director, to complete the registration process. If the Executive Director establishes a different deadline, this deadline will be communicated to families when admission is offered after the lottery.

If a student is extended an offer of admission, the Charter School may request supporting documentation as part of the enrollment process. The Charter School will conduct a verification of such documentation before finalizing the student's enrollment and may disqualify an applicant who submitted materially false information.

After the lottery process, and once an offer has been accepted by the family, additional information may be requested as part of the registration process in accordance with applicable law. Charter School shall not request a pupil's academic records or require the family to submit the pupil's academic records before enrollment in accordance with Education Code section 47605(e).

Enrollment offers are valid only for the academic year for which the lottery is conducted. There is no option to defer an offer of enrollment. Students accepting enrollment must complete the required independent study agreements prior to the start of their instruction.

### **Waitlist Management**

If a spot becomes available because an accepted student declines enrollment or fails to timely complete the enrollment process, a student leaves the Charter School after the start of the academic year, or as spots become available, the Charter School may notify families on the waitlist in the order they appear on the waitlist.

Students drawn from a waitlist will have ten (5) calendar days to complete the registration process. Applicants must complete the registration process by the deadline given by the Charter School to confirm enrollment.

Students who are not offered a spot for the academic school year for which the lottery was held may remain on the waitlist for that academic year unless the parent or guardian requests that the student be removed from the waitlist earlier.

If there is no waitlist and there is capacity during the school year, the Charter School shall admit applicants in accordance with the Charter School's charter petition and applicable law. If the Charter School did not conduct a lottery because spots were available but were oversubscribed during the school year, the Charter School will create a waitlist and add students to the waitlist on a first-come, first-served basis.

Charter School waitlists shall not carry over from one year to the next. Students who have not been admitted will be required to submit a new enrollment application for the next school year and are required to participate in the lottery if space is limited.

### **Registration**

Once a family has accepted the enrollment offer, the complete Registration Packet must be timely submitted to the Charter School no later than the deadline published for that school year. The Registration Packet shall include, but is not limited to, the following:

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

- Authorization for the Charter School to request and receive student records from all schools the student has previously attended or is currently attending;
- Proof of full immunization or exemption from the requirement or declination of immunization as HCS is an independent study program;
- Proof of health and oral examinations required by the Health and Safety Code, unless waived in writing by the parent/guardian;
- Proof of minimum age requirements;
- Proof of residency;
- Indicating whether the student may require special education or related services<sup>1</sup>, the student's home language and whether the student may be an English language learner;
- Emergency medical information form;
- Emergency Contact Card;
- Free or Reduced Lunch Meal Application;
- Indication of whether the student has been expelled from a prior school;
- Physician's Authorization to administer medication, if applicable; and
- Homeless Questionnaire

If an applicant fails to timely complete the registration process, the spot will be filled from the waitlists, and the student will be presumed to no longer have interest in enrolling with the Charter School.

---

<sup>1</sup> In accordance with Education Code Section 47605(e)(4)(B), Charter School shall not request or require submission of a student's individualized education program ("IEP"), Section 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.



### IMMUNIZATION POLICY

The Heartwood Charter School (“HCS” or the “Charter School”) adheres to all laws related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325-120380, and Title 17, California Code of Regulations Sections 6000-6075.

#### Required Immunizations, Records and Reports

California law requires that an immunization record be presented to HCS staff before a child can be unconditionally enrolled in school. Entering students who are not exempt must provide HCS written verification from a doctor or immunization clinic of the following immunizations:

Child’s Grade	Immunization	Dosage
TK/K-12 <sup>1</sup>	Diphtheria, Pertussis, and Tetanus (DTaP)	Five (5) doses
	Polio	Four (4) doses
	Measles, Mumps, and Rubella (MMR)	Two (2) doses
	Hepatitis B (Hep B)	Three (3) doses
	Varicella (chickenpox)	Two (2) doses
Entering 7 <sup>th</sup>	Tetanus, reduced Diphtheria, and acellular Pertussis	One (1) dose

<sup>1</sup> **NOTE:** Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.

Grade <sup>2</sup>	(Tdap)	
--------------------	--------	--

Verification of immunizations will be completed with written medical records from the child’s doctor or immunization clinic. Immunization records shall be part of the mandatory permanent pupil record and shall be kept in accordance with HCS’s Educational Records and Student Information Policy. Charter School will file a written report on the immunization status of all new entrants to HCS with the California Department of Public Health (“CDPH”), on at least an annual basis, as required by law.

Any child leaving the United States for a short vacation to or long stay in any country considered by the Center of Disease Control and Prevention (“CDC”) to have increased risk of TB exposure MUST contact the County Tuberculosis Clinic for a TB Screening upon return.

Charter School shall immediately admit a foster child, as defined in Education Code Section 48853.5(a), and a homeless child, as defined in Section 11434a(2) of Title 42 of the United States Code, even if the foster or homeless child’s immunization records are not available or are missing. However, this does not alter HCS’s obligation to obtain immunization records for foster and homeless students or to ensure the full immunization of foster and homeless students as required by law.

If Charter School discovers that an admitted student who was previously believed to be in compliance with the immunization requirements is subsequently discovered to not be in compliance with either the unconditional admission requirements or the conditional admission requirements, HCS will notify the student’s parent/guardian of: 1) the time period within which the doses must be received, which may be no more than ten (10) school days after notification; and 2) that the student shall continue in attendance only if the parent/guardian provides documentation that the immunization requirements have been met within the time period designated by HCS. If the student does not provide documentation of having received all required immunizations within the time period designated by HCS, HCS shall exclude this student from attendance. The student shall remain excluded from Charter School until the student provides proper documentation of the student’s compliance with the immunization requirements as required by law. The student shall also be reported to the School Asst Director of Operations.

The Executive Director, or designee, may arrange for a licensed physician or a qualified registered nurse to administer immunizations at Charter School to any student whose parent/guardian has consented in writing.

### **Conditional Admission**

<sup>2</sup> **NOTE:** In order to begin seventh grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet all requirements for the TK/K-12 grade levels **in addition to** the seventh grade requirements for Tdap (at least one dose of pertussis-containing vaccine on or after the seventh birthday) and two (2) doses of Varicella (varicella requirement for seventh grade advancement expires after June 30, 2025).

Students may be conditionally admitted in accordance with Health and Safety Code Section 120340 and Title 17, California Code of Regulations Section 6035. The Executive Director or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses. The Executive Director or designee shall review the immunization record of each student admitted conditionally at least every thirty (30) days from the date of admission until that student has received all the required immunizations or submitted a valid exemption. If a student conditionally admitted fails to fulfill the conditions of admission, HCS will prohibit the student from further attendance until that student provides proper documentation of the student's compliance with the immunization requirements as required by law.

### **Documentary Proof**

The Executive Director shall maintain the student's immunization information in the student's mandatory permanent record and shall file annual immunization status reports as required by the CDPH.

### **Exemptions from Immunization Requirements**

All students must be fully immunized in accordance with the California Health and Safety Code, the California Code of Regulations, and this Policy with the following exceptions:

1. Students who show proof of a medical exemption by a physician licensed to practice medicine in California pursuant to Health and Safety Code Sections 120370-120372.
  - a. Commencing January 1, 2021, the CDPH standardized medical exemption form shall be the only documentation of a medical exemption that HCS shall accept.
  - b. On and after July 1, 2021, HCS shall not unconditionally admit or readmit, or admit or advance any student to 7th grade, unless the student has been fully immunized or files a CDPH standardized medical exemption form as required by law.
  - c. Medical exemptions remain valid until the earliest of: 1) the child's enrollment in the next grade span, as defined below; 2) the expiration date specified in a temporary medical exemption, which shall not exceed one year; or 3) revocation of the exemption pursuant to Health and Safety Code Section 120372.
2. Students who are enrolled in a home-based private school or independent study program, and do not receive any classroom-based instruction.
  - a. A student who has not received all of the required immunizations will not be eligible to attend classes at a Charter School resource center unless the student is otherwise exempt under #1 or #3.
3. Students who, prior to January 1, 2016, submitted a letter or affidavit on file at a

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

private or public elementary or secondary school in California stating beliefs opposed to immunization, and who provides said letter or affidavit to the HCS, shall be allowed to enroll at the Charter School without being fully immunized until the student enrolls in the next grade span, as defined below, pursuant to Health and Safety Code Section 120335(g).

“Grade span” means each of the following:

1. Birth to Preschool.
2. Kindergarten and grades 1 to 6, inclusive, including transitional kindergarten.
3. Grades 7 to 12, inclusive.

If there is good cause to believe that a child has been exposed to a disease listed in Health and Safety Code Section 120335(b) and the child’s documentary proof of immunization status does not show proof of immunization against that disease, that child may be temporarily excluded from HCS until the local health officer is satisfied that the child is no longer at risk of developing or transmitting the disease.

Any student leaving the United States for a visit to any country considered by the Center of Disease Control (“CDC”) and Prevention to have increased risk of TB exposure (such as Mexico, the Philippines, India or Southeast Asia) MUST call the County Tuberculosis Clinic for a TB Screening upon return.

This Policy does not prohibit a student who qualifies for an individualized education program (“IEP”), pursuant to federal law and Education Code Section 56026, from accessing any special education and related services required by the student’s IEP.

4870-1863-0456, v. 5



## **MISSED ASSIGNMENTS, SATISFACTORY EDUCATIONAL PROGRESS, AND INVOLUNTARY REMOVAL POLICY**

Per California Education Code Section 51747, Heartwood Charter School (“HCS” or the “Charter School”) maintains a board policy establishing three (3) missed assignments during any period of twenty (20) school days as the number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the best interest of the pupil to remain in independent study, unless a student has special or extenuating circumstances justify a longer time for individual students, the senior director or their designee approves a period in writing not to exceed forty (40) school days.

### **Evaluation Triggers**

In accordance with the School’s Board policy on independent study, the Executive Director and/or designee shall conduct a Best Interest Evaluation to determine whether it is in the best interests of the pupil to remain enrolled in independent study upon the following triggers:

- 1) After three (3) missed assignments during any period of twenty (20) school days, unless a student has special or extenuating circumstances to justify a longer time for individual students, the senior director or their designee may approve a period not to exceed forty (40) school days. A missed assignment also includes an unexcused absence or a tardy over thirty (30) minutes (please see below list) for Bothin Campus students and three non-participation or non-attendance for Homeschool students.
- 2) In the event a student’s educational progress falls below satisfactory levels as determined by ALL of the following indicators:
  - The pupil’s achievement and engagement in the independent study program, as indicated by the pupil’s performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
  - The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
  - Learning required concepts, as determined by the supervising teacher.
  - Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

### **Conducting the Best-Interest Evaluation**

The Evaluation After Missed Assignments/Failure to Make Satisfactory Progress may include but is not limited to the review of the following:

- 1) Attendance based on completion of assignments as quantified by the assigned teacher(s) of record
- 2) Unexcused absences and/or unexcused tardies over thirty (30) minutes within twenty (20) school days at the Bothin Campus site;
- 3) Demonstration of skills on assignments;
- 4) Standardized test scores;
- 5) Written tests and reports, if appropriate;
- 6) Oral or written presentations;
- 7) Punctual attendance at scheduled appointments;
- 8) Ability to meet scheduled appointments;
- 9) Preparedness for scheduled appointments;
- 10) Pupil demonstration of adequate and appropriate progress toward Common Core State Standards;
- 11) Appropriate learning environment;
- 12) Parent(s) ability to support pupil learning in the home.

As part of the evaluation process, the pupil, parent(s), guardian(s) or if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder (all generally referred throughout as "Parent(s)") will be invited to present evidence to the individual or individuals conducting the evaluation. During this meeting, the School will determine whether it is in the best interest of the pupil to remain in independent study. A written record of the findings of any evaluation made pursuant to this subdivision shall be maintained in the pupil's mandatory interim record.

### **Excused Absences for Classroom Based Attendance at the Bothin Campus**

Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as required by law or permitted under this Attendance Policy.

A student's absence shall be excused for the following reasons:

1. Personal illness, including an absence for the benefit of the pupil's mental or behavioral health
2. Quarantine under the direction of a county or city health officer.
3. Medical, dental, optometric, or chiropractic appointments:

- a. Students in grades 7-8, inclusive, may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.
4. For the purpose of attending the funeral services or grieving the death of either a member of the pupil's immediate family, or of a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, so long as the absence is not more than five (5) days per incident. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.
5. For any of the following reasons, if an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, has died:
  - a. To access services from a victim services organization or agency.
  - b. To access grief support services.
  - c. To participate in safety planning or to take other actions to increase the safety of the pupil or an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, including, but not limited to, temporary or permanent relocation.

Absences under this section shall not be excused for more than three (3) days per incident, unless extended on a case-by-case basis at the discretion of the school administrator. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

6. Participation in religious instruction or exercises as follows:
  - a. The student shall be excused for this purpose on no more than four (4) school days per month.
7. For the purposes of jury duty in the manner provided for by law.
8. Due to the illness or medical appointment during school hours of a child of whom the student is the custodial parent, including absences to care for a sick child. (The school does not require a note from the doctor for this excusal).
9. To permit the student to spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code section 49701, and has been called to duty for, is on leave from, or has immediately returned from,

deployment. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the Charter School.

10. For the purpose of serving as a member of a precinct board for an election pursuant to Election Code section 12302.
11. Attendance at the student's naturalization ceremony to become a United States citizen.
12. Authorized parental leave for a pregnant or parenting student for up to eight (8) weeks, which may be extended if deemed medically necessary by the student's physician.
13. Due to the student's participation in military entrance processing.
14. Authorized at the discretion of the Executive Director or designee, based on the facts of the student's circumstances, are deemed to constitute a valid excuse.
15. A student who holds a work permit to work for a period of not more than five (5) consecutive days in the entertainment or allied industries shall be excused from school during the period that the student is working in the entertainment or allied industry for a maximum of up to five (5) absences per school year subject to the requirements of Education Code section 48225.5.
16. In order to participate with a not-for-profit performing arts organization in a performance for a public-school student audience for a maximum of up to five (5) days per school year provided the student's parent or guardian provides a written note to the school authorities explaining the reason for the student's absence.
17. For the purpose of participating in a cultural ceremony or event. "Cultural" for these purposes means relating to the habits, practices, beliefs, and traditions of a certain group of people.
18. For the purpose of a middle or high school pupil engaging in a civic or political event as indicated below, provided that the pupil notifies the school ahead of the absence. A "civic or political event" includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls.
  - a. A middle school or high school pupil who is absent pursuant to this provision is required to be excused for only one schoolday-long absence per school year.
  - b. A middle school or high school pupil who is absent pursuant to this provision may be permitted additional excused absences in the discretion of a school administrator.
19. For the following justifiable personal reasons for a maximum of five (5) school days per school year (unless otherwise indicated), upon advance written request by the student's parent or guardian and approval by the Executive Director or designee pursuant to uniform standards:

- a. Appearance in court.
- b. Observance of a holiday or ceremony of the pupil's religion.
- c. Attendance at religious retreats (not to exceed one schoolday per semester).
- d. Attendance at an employment conference.
- e. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization.

A student who is absent due to an excused absence will be allowed to complete all assignments and tests missed during the excused absence that can be reasonably provided and will receive full credit upon satisfactory completion within a reasonable period of time. The teacher of the class from which a student is absent shall determine which tests and assignments are reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the excused absence.

### **Method of Verification**

When a student who has been absent returns to school, the student must present a satisfactory explanation verifying the reason for the absence. The following methods may be used to verify student absences:

1. Signed, written note from the student's parent/guardian or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:
  - a. Name of student;
  - b. Name of parent/guardian or parent representative;
  - c. Name of verifying employee;
  - d. Date or dates of absence; and
  - e. Reason for absence.
3. Visit to the student's home by the verifying employee, or any other reasonable method, which establishes the fact that the student was absent for the reasons stated. A written recording shall be made, including the information outlined above.
4. Healthcare provider verification:
  - a. When excusing students for confidential medical services or verifying such appointments, Charter School staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.
  - b. A healthcare provider's note of illness will be accepted for any reported absence. When a student has had fourteen (14) absences in the school year for

illness verified by methods listed in #1-#3 above without a healthcare provider's note, any further absences for illness must be verified by a healthcare provider.

Insofar as class participation is an integral part of students' learning experiences, parents/guardians and students shall be encouraged to schedule medical appointments during non-school hours.

Students should not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency.

### **Additional Consideration for Pupils with a Section 504 Plan or IEP**

If the School recommends removal from independent study as a result of the Evaluation After Missed Assignments/Failure to Make Satisfactory Progress, and the pupil has a Section 504 Plan or IEP, the School shall schedule an IEP meeting or Section 504 meeting (as applicable) following applicable legal timelines, to determine the following:

- 1) Whether the missed assignments were caused by or had a direct and substantial relationship to the pupil's disability; or
- 2) Whether the missed assignments were the direct result of the School's failure to implement the IEP or Section 504 Plan, as applicable.

If the answer to either (1) or (2), above, is yes, then the missed assignments are a manifestation of the pupil's disability and the School will follow applicable state and federal laws to ensure that the pupil is offered a free appropriate public education.

If the answer to both (1) and (2), above, is no, then the pupil may be removed from independent study consistent with this policy.

This meeting may be combined with the Evaluation After Missed Assignments/Failure to Make Satisfactory Progress at the discretion of the School.

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

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

- 1) The School's intent to remove the pupil as it is not in their best interest to remain in independent study.
- 2) The opportunity of the Parent(s) to request a hearing that follows the same procedures

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

as the School's disciplinary hearing. Parent(s) (or the pupil if over 18) must submit the request for hearing writing within five (5) calendar days from the date of the Notice.

- 3) If Parent(s) or pupil over 18 requests a hearing:
  - a. It will be scheduled following the School's expulsion hearing procedures as outlined in the School's approved charter.
  - b. The pupil shall remain enrolled and shall not be removed until the School issues a final decision.
- 4) If no hearing is requested, the pupil shall be removed from the school on the date listed on the notice.



## **ACCELERATION AND RETENTION POLICY**

### **Philosophy**

Heartwood Charter School] (“HCS” or the “Charter School”) is committed to the success of each student. HCS has adopted and follows a Student Success Team (“SST”) Policy to establish and implement student achievement and intervention strategies in a timely manner. Despite the implementation of such strategies, it may be necessary to retain a student in the prior grade level or accelerate a student above their grade level for the following school year. In implementing this policy, the HCS Board of Directors (“Board”) is guided by the following principles:

1. Retention and acceleration (skipping a grade) criteria will be objectively based on a student’s ability or inability to meet the grade level HCS standards of expected student achievement in language arts, mathematics, science, or social science, for students in grades kindergarten (k) through eleventh (11), as determined by the HCS staff as articulated in its California standards-based report card or performance on the California Assessment of Student Performance and Progress (“CAASPP”). (See Specific Grade Level Criteria for Retention or Promotion, attached as Exhibit A).
2. For English Learners, retention cannot be based on the student’s lack of English fluency as related to meeting English standards.
3. Decisions about retention or acceleration will not be based on requests for a student to be placed with or avoid a specific teacher or other students.

### **Retention**

#### **A. Required Steps Preceding Retention Decision**

Before retaining a student, HCS will follow the following steps:

1. Parent(s)/Guardian(s) will receive notice of progress or lack of progress in target areas through mid-semester progress reports and semester report cards. Parents will be notified by the teacher of areas of academic concerns in parent teacher conferences or in writing on progress reports or semester report card. Student achievement will be determined “at risk” as defined by HCS

“Specific Grade Level Criteria for Retention or Acceleration” for one or more semesters. (See Specific Grade Level Criteria for Retention or Acceleration, attached as Exhibit A).

2. HCS will hold an SST meeting for Student.<sup>1</sup> Parent(s)/Guardian(s) will be invited to the SST meeting to discuss concerns and proposed interventions. Parent(s)/Guardian(s) will receive a copy of the SST meeting notes which will serve as notice of proposed interventions and student achievement strategies.
3. Research based interventions suggested at the SST meeting will be implemented and documented in an ongoing and consistent manner. A recommended interval of six (6) weeks of academic interventions should occur before the initial SST and the recommendation for retention.
4. Following the above interventions, a teacher may make a recommendation for retention. Once made, Parent(s)/Guardian(s) will be invited to conference with the teacher(s), Executive Director, and other staff members as deemed necessary (“Retention Team”). Retention Team Conference invitation will be via telephone by teacher to the number Parent(s)/Guardian(s) provided to the Charter School, followed up by a written confirmation sent via US Mail to the address Parent(s)/Guardian(s) provided to the Charter School. Teacher will log all attempts to contact Parent(s)/Guardian(s). If after two (2) documented attempts to schedule a conference by phone, Parent(s)/Guardian(s) do not respond or attend the Retention Team Conference, the conference will be held without their presence.
5. The Retention Team Conference will include:
  - a. Review of previous SST notes;
  - b. Discussion of previous/current/ongoing interventions, review of intervention logs;
  - c. Review of current work and available assessments;
  - d. Development of a plan for support for the following academic year;
  - e. Determination of student’s grade level for the following academic year; and
  - f. If the decision is to retain the Student, appropriate instruction and interventions are targeted for the following year so the student will be supported in meeting the standards the following year in the retained grade.
6. If there is disagreement among the Retention Team, the Executive Director will make the determination based upon all information discussed at the meeting.
7. When a final decision is made, HCS will send the Parent(s)/Guardian(s) notes from the meeting, a copy of this policy, and the decision of the Retention Team in writing within forty-eight (48)

---

<sup>1</sup> For students qualified under the Individuals with Disabilities Education Act (“IDEA”), any decisions regarding retention will be made by the Individualized Education Program (“IEP”) team in an IEP meeting. For Students with a Section 504 Plan, any decisions will be made by the Section 504 team in a 504 meeting.

hours of the meeting at the address provided by Parent(s)/Guardian(s) to the Charter School via certified mail unless otherwise agreed to in writing.

## **B. Right to Appeal**

If the Parent(s)/Guardian(s) disagree with the decision, they have the right to appeal to the HCS Board through the following steps:

1. Parent(s)/Guardian(s) choosing to appeal a decision to retain a student shall submit a completed Promotion or Retention Appeal Request Form (attached as Exhibit B) to the Executive Director specifying the reasons why the decision should be overturned. The submission of the Retention Appeal Request Form must occur no later than ten (10) school days following the Parent(s)/Guardian(s) receipt of the determination of retention.
2. The Board shall review the appeal as well as the student's academic performance records on which the Retention Team relied. The Executive Director shall be provided an opportunity to state orally and/or in writing the criteria on which the Retention Team or Executive Director's decision was based. The Parent(s)/Guardian(s) will also be given an opportunity to state orally and/or in writing their reason for appeal. The Appeal will be held in a closed session of the Board to maintain student confidentiality. The Board will prepare a written decision that summarizes findings and conclusions.
3. The Board shall notify the Parent(s)/Guardian(s) and Executive Director of its decision in writing within seven (7) school days of the Appeal via certified mail at the address provided by Parent(s)/Guardian(s) to the Charter School unless otherwise agreed to in writing.
4. The Board's decision is final.

## **C. Supplemental Instruction**

Supplemental instructional programs will be available for students who are recommended for retention, retained, or identified as at-risk of retention. Such programs may be offered by HCS during the summer, after school, on Saturdays and/or during intersession.

The Executive Director or designee may require recommended students to participate in supplemental instructional programs. Parents who exclude their students from supplemental instructional programs will be notified in writing by HCS of their risk of retention for the student's failure to access supplemental instruction.

### **Acceleration**

#### **A. Required Steps Preceding an Acceleration Decision**

Before accelerating a student, HCS will follow the following steps:

1. If HCS receives an acceleration request from a student's Parent(s)/Guardian(s), HCS will schedule and hold an SST meeting for Student.<sup>2</sup> Parent(s)/Guardian(s) will be invited to the SST meeting to discuss student progress on grade level benchmarks and other considerations/concerns for acceleration. Parent(s)/Guardian(s) will receive a copy of the SST meeting notes, which will serve as notice of proposed student achievement strategies (and interventions, where applicable).
2. If there is disagreement among the SST, the Executive Director will make the determination whether to recommend the student for acceleration based upon all information discussed at the meeting. The Executive Director will send notice of this decision within forty-eight (48) hours of the meeting at the address provided by Parent(s)/Guardian(s) to the Charter School via certified mail unless otherwise agreed to in writing.

## **B. Right to Appeal**

If the Parent(s)/Guardian(s) disagree with the decision, they have the right to appeal to the HCS Board through the following steps:

1. Parent(s)/Guardian(s) choosing to appeal a decision to accelerate a student shall submit a completed Acceleration or Retention Appeal Request Form (attached as Exhibit B) to the Executive Director specifying the reasons why the decision should be overturned. The submission of the Acceleration and Retention Appeal Request Form must occur no later than ten (10) school days following the Parent(s)/Guardian(s) receipt of the determination of acceleration.
2. The Board shall review the appeal as well as the student's academic performance records on which the SST relied. The Executive Director shall be provided an opportunity to state orally and/or in writing the criteria on which the SST or Executive Director's decision was based. The Parent(s)/Guardian(s) will also be given an opportunity to state orally and/or in writing their reason for appeal. The Appeal will be held in a closed session of the Board to maintain student confidentiality. The Board will prepare a written decision that summarizes findings and conclusions.
3. The Board shall notify the Parent(s)/Guardian(s) and Executive Director of its decision in writing within seven (7) school days of the Appeal via certified mail at the address provided by Parent(s)/Guardian(s) to the Charter School unless otherwise agreed in writing.
4. The Board's decision is final.

---

<sup>2</sup> For students qualified under the Individuals with Disabilities Education Act ("IDEA"), any decisions regarding acceleration will be made by the Individualized Education Program ("IEP") team in an IEP meeting. For Students with a Section 504 Plan, any decisions will be made by the Section 504 team in a 504 meeting.



## Exhibit A

### Heartwood Charter School Specific Grade Level Criteria for Retention or Acceleration

#### Promotion and Retention Criteria

#### ACCELERATION

##### Acceleration from Kindergarten to First Grade

A student enrolled in kindergarten may be admitted to the first grade at the discretion of the Charter School Executive Director or designee and with the consent of the parent/guardian, upon determination that the child is ready for first grade work.

Admission shall be subject to the following minimum criteria:

1. The student is at least five years of age.
2. The student has attended a public school kindergarten for a long enough time to enable school personnel to evaluate his/her ability.
3. The student scores in the upper five percent of his/her age group on Charter School diagnostic assessments.
4. The physical development and social maturity of the student are consistent with his/her advanced mental ability.
5. The parent/guardian of the student has filed a written statement with the Charter School approving the placement in first grade.

##### Acceleration at Other Grade Levels

To meet the instructional needs of the academically and socially advanced student, acceleration may be advisable if the following criteria are met:

1. Charter School assessment measures indicate that the student is gifted and that the student is performing at least two years above grade level in all academic areas.
2. The student's potential, present capabilities, and attitude toward acceleration allows him/her to perform successfully at the advanced level.
3. The student's physical, social, and emotional maturity warrants acceleration.
4. The student has passed all Charter School promotion criteria for the grade level to be skipped.
5. Acceleration is mutually supported by teachers, psychologists, guidance team, principal, parents/guardians, and students, when appropriate, per the process within this policy.

## RETENTION

When a student is identified as being at risk of retention, the Charter School Executive Director or designee shall so notify the student's parent/guardian as early in the school year as practicable, and no later than the first semester report card. The student's parent/guardian shall be provided an opportunity to consult with the teacher(s) responsible for the decision to promote or retain the student.

The Charter School Executive Director or designee shall also provide a copy of the Charter School's Acceleration and Retention policy to those parents/guardians who have been notified that their child is at risk of retention.

### Retention Criteria

A student is identified as performing below the minimum standard for promotion using the following criteria:

#### Kindergarten to First Grade

As indicated on the Charter School Kindergarten Report Card and Charter School screening assessments:

##### 1. Academic

- Scores of 1 in Reading Standards: Foundational Skills (Print Concepts, Phonological Awareness, Phonics and Word Recognition, Fluency)
- Scores of 1 in Writing
- Scores in intensive range on STAR Next assessments: First Sound Fluency, Phoneme Segmentation, Nonsense Word Fluency

##### 2. Absences

- Twelve or more absences per semester; or 24 or more total for the year

##### 3. Other

- If a student is being considered for retention, the "Light's Retention Scale" guidelines may be used.

Students who have completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the Charter School agree that the student shall continue in kindergarten for not more than one additional school year.

Whenever a student continues in kindergarten for an additional year, the Charter School Executive Director or designee shall secure an agreement, signed by the parent/guardian, stating that the student shall continue in kindergarten for not more than

one additional school year.

### First to Second Grade

#### 1. Academic

- Scores of 1 in Reading Standards: Foundational Skills (Print Concepts, Phonological Awareness, Phonics and Word Recognition, Fluency)
- Scores of 1 in Writing
- Scores in intensive range on STAR Next assessments: First Sound Fluency, Phoneme Segmentation, Nonsense Word Fluency

#### 2. Social Development

- July or August birth date
- Demonstrated lack of maturity and independence as indicated by three or more areas marked Needs Improvement (2) or Unsatisfactory (1) on the Work and Study Habits section of the Charter School report card

#### 3. Absences

- Twelve or more absences per semester; or 24 or more total for the year

#### 4. Other

- If a student is being considered for retention, the "Light's Retention Scale" guidelines may be used.

### Second to Third Grade - Reading proficiency emphasized

#### 1. Academic

- Scores of 1 in Reading Standards: Foundational Skills (Phonics and Word Recognition, Fluency) Scores of 1 in Reading Standards for Literature and Informational Text
- Scores of 1 in Writing
- Scores in intensive range on STAR Next assessments

#### 2. Absences

- Twelve or more absences per semester; or 24 or more total for the year

#### 3. Other

- If a student is being considered for retention, the "Light's Retention Scale" guidelines may be used.

### Third to Fourth Grade - Reading proficiency emphasized

#### 1. Academic

- Scores of 1 in Reading Standards: Foundational Skills (Phonics and Word Recognition, Fluency) Scores of 1 in Reading Standards for Literature and Informational Text
  - Scores of 1 in Writing
  - Scores in intensive range on STAR Next assessments CAASPP Language Arts Scores – Standard Not Met
2. Absences
- Twelve or more absences per semester; or 24 or more total for the year
3. Other
- If a student is being considered for retention, the "Light's Retention Scale" guidelines may be used.

Fourth to Fifth Grade/Fifth to Sixth Grade - Proficiency in reading, English language arts, and mathematics emphasized

1. Academics
- Reading and English Language Arts:
  - STAR Next Diagnostic Reading Assessments - More than one year below grade level
  - Scores of 1 in Reading Standards: Foundational Skills (Phonics and Word Recognition, Fluency) Scores of 1 in Reading Standards for Literature and Informational Text
  - Scores of 1 in Writing
  - CAASPP Language Arts – Standard Not Met
  - Math:
  - Charter School Benchmark Assessment – Standard Not Met CAASPP Mathematics – Standard Not Met
2. Absences
- Twelve or more absences per semester; or 24 or more total for the year
3. Other
- If a student is being considered for retention, the "Light's Retention Scale" guidelines may be used.

Sixth to Seventh Grade/Seventh to Eighth Grade

1. Academics

- Reading and English Language Arts:
- STAR - Renaissance Reading Benchmark Assessments - More than two years below grade level Scores of 1 overall in Reading Standards for Literature and Informational Text
- Scores of 1 overall in Reading Standards for Literacy in History/Social Studies and Science and Technical Subjects
- Scores of 1 overall in Writing
- CAASPP Language Arts – Standard Not Met Math:
- Scores of 1 in the majority of Mathematics standards for the grade level District Benchmark Assessment – Standard Not Met
- CAASPP Mathematics – Standard Not Met

2. Absences

- Twelve or more absences per semester; or 24 or more total for the year

3. Other

- If a student is being considered for retention, the "Light's Retention Scale" guidelines may be used.

Any two or more of the above indicators for students in grades 4 through 7 identify a student as at risk of being retained.

Student portfolios containing student work throughout the school year reflecting below grade-level work based on multiple measures criteria should be kept by the regular classroom teacher (grades K through 5), or the language arts teacher (grades 6 through 7), and brought to any parent conferences or Student Study Team meetings.

Eighth to Ninth Grade

Any of the criteria used in sixth and seventh grade can be used to identify any eighth-grade students as at risk of being retained.

**Exhibit B**

**Heartwood Charter School  
Acceleration or Retention Appeal Request Form**

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

Name of Student: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Grade: \_\_\_\_\_

Appealing the decision for (please circle one): Retention          Promotion

As outlined in the Heartwood Charter School (“HCS”) Promotion and Retention Policy, my child was recommended/not recommended (please circle as appropriate) for retention/acceleration by the HCS Retention Team or by the HCS SST. I do not agree with this recommendation and wish to appeal this decision to the HCS Board of Directors.

Please explain your disagreement: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I am aware that this appeal must be made within ten (10) school days of my receipt of the recommendation to retain/not retain (please circle as appropriate) or accelerate/not accelerate (please circle as appropriate) my child and should be submitted to the Executive Director. This appeal will go before the HCS Board of Directors, and it will make a final determination regarding retention or acceleration.

\_\_\_\_\_  
Parent/Guardian Name

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

\_\_\_\_\_  
Date



## GRADUATION POLICY

This Graduation Policy was reviewed and approved by the Heartwood Charter School (“Charter School” or ”HCS”) Board of Directors as follows:

### Course Requirements

HCS students are expected to meet the requirements set forth in the Charter. The current Charter requires a minimum of 220 credits as follows:

Area	Graduation Requirements	Total Credits
<b>Social Studies</b>	7 semester courses <i>(Must include 1 year of US History, 1 year of World History, 1 semester of Government, 1 semester of Ethnic Studies and 1 semester of Economics)</i>	35
<b>English</b>	6 semester courses	30
<b>Math</b>	4 semester courses <i>(Algebra 1 must be completed)</i>	20
<b>Science</b>	4 semester courses <i>(Must include 1 year of Physical Science and 1 year of Life Science)</i>	20
<b>Visual &amp; Performing Arts or World Language</b>	2 semester courses	10
<b>Electives</b>	17 semester courses (included four semesters of Physical Education)	85
<b>Physical Education</b>	4 semester courses	20

<b>Total =</b>	<b>220 Credits</b>
----------------	------------------------

Commencing with the 2025–26 school year, HCS will offer one-semester of ethnic studies and all students graduating in 2030, and thereafter, must complete a one-semester course in ethnic studies.

Commencing with the 2027–28 school year, HCS will offer a separate, stand-alone one-semester course in personal finance, that will not be combined with any other course and all students graduating in 2031 who completes the separate, stand-alone one-semester course in personal finance, that is not combined with any other course, may elect to be exempt from the requirement to complete a one-semester course in economics.

Students who plan to apply to a 4-year college right after high school graduation will need to meet A-G requirements. These requirements are mandatory for students who apply to the California State University or University of California systems and recommended for students who plan to apply to private and out-of-state colleges and universities. The A-G requirements are summarized below:

A-G	Subject Area	Subject Requirement
<b>A</b>	History   Social Science	2 years <i>(1 year of World History and 1 year of US History, or ½ year of US History and ½ year of Government)</i>
<b>B</b>	English	4 years
<b>C</b>	Mathematics	3 years <i>(Algebra or higher)</i>
<b>D</b>	Laboratory Science	2 years <i>(At least 2 of the 3 disciplines of Biology, Chemistry, and Physics)</i>
<b>E</b>	Language Other Than English	2 years <i>(Must be 2 years of the same language)</i>
<b>F</b>	Visual & Performing Arts	1 year

G	College-Preparatory Elective	1 year
---	---------------------------------	--------

Heartwood teachers, support staff, and counselors will advise students on A-G requirements and help students schedule courses based on their individual goals. Counselors monitor the completion of A-G requirements. Teachers and counselors revise graduation plans according to individual student goals and needs.

HCS' course requirements do not align with the A-G requirements, but a student may fulfill the classes necessary as set forth above to meet the minimum standards for admission to California State University and University of California Colleges. Because HCS' prescribed course of study may not accommodate the needs of some students, HCS will provide alternative means for the completion of prescribed courses as needed in accordance with State and Federal law and this Policy.

To determine whether a student transferring into HCS has met course requirements, HCS' Executive Director will establish procedures to evaluate the comparability of the course and/or the students' understanding of the course content. Such procedures shall include methods for determining the number of years of school attendance, the specific courses completed by the student, and the value of credits earned. HCS shall accept for credit full or partial coursework satisfactorily completed by students while attending a public district or charter school, juvenile court school, or nonpublic nonsectarian school or agency.

**Reduced Requirements for Foster and Highly Mobile Students**

HCS recognizes that certain students are at risk of not completing high school due to interruptions in education and high mobility. HCS shall provide eligible highly mobile youth with the option to complete reduced course requirements to earn a high school diploma.

Highly mobile youth includes a student in foster care, a student who is a homeless child or youth, a former juvenile court school student, a student who is a child of a military family, a student who is a migratory child, or a student participating in a newcomer program.

A highly mobile youth who transfers into HCS any time after the youth completed their second year of high school or is participating in a newcomer program, and is unable to complete HCS' course requirements as defined above by the end of the Student's fourth year of high school will have the option to be exempted from all requirements that exceed California's minimum high school graduation requirements.

If a student is found eligible for an exemption to HCS' graduation requirements, HCS will notify the student and the student's parent/guardian/educational rights holder ("ERH") if 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.

An identified youth and/or their ERH have the ultimate right to decide if the youth will pursue a high school diploma pursuant to the California minimum requirements or continue for a fifth year of high school to complete HCS' course requirements. HCS will not require a student to graduate before the completion of their fourth year.

For additional information regarding graduation requirements for highly mobile youth, the Charter School's complete policy Education of Foster and Mobile Youth Policy is available upon request at the main office.

### **Differential Graduation and Competency for Students with Disabilities**

HCS recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education ("FAPE") and that modifications HCS's regular course of study may be needed on an individualized basis to provide FAPE. In accordance with law, each student's individualized education program ("IEP") team shall determine the appropriate goals, as well as any appropriate individual accommodations necessary for measuring the academic achievement and functional performance of the student on daily instruction and state and districtwide assessments. The IEP team shall also determine the appropriate graduation track for each student with a disability based on the student's ability to complete the Charter School's prescribed course of study to earn a high school diploma.

No student shall be classified as eligible for differential standards of proficiency for the purpose of circumventing the legal requirement to maintain academic eligibility for extracurricular or cocurricular activities.

### **Exemption for Students with Disabilities**

Notwithstanding any other law, Charter School shall exempt an individual with exceptional needs who entered tenth (10) grade in the 2022-23 school year and later, from all coursework and other requirements adopted by the governing board or governing body of the local educational agency *that are additional to* the statewide graduation requirements, if the student's IEP provides for the following:

- (1)The student is required to take the alternate assessment aligned to alternate achievement standards in grade 11, as described in subdivision (k) of Section 60640.
- (2)The pupil is required to complete state standards-aligned coursework to meet the statewide coursework requirements specified in Section 51225.3.

A student who meets the above criteria shall be awarded a diploma of graduation from high school that conforms with minimal state graduation requirements pursuant to Education Code Section 51225.3 (CA State Minimum Requirements Diploma). The award of a CA State Minimum Requirements Diploma does not change Charter School's obligation to provide a free appropriate public education ("FAPE") or otherwise constitute a change in placement.

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

Before a student with exceptional needs begins grade 10, the student's IEP team shall determine and notify the parent or guardian of the student of whether the student may be eligible to graduate with the CA State Minimum Requirements Diploma.

Any student who meets the criteria as stated above for a CA State Minimum Requirements Diploma shall be eligible to participate in any graduation ceremony and any school activity related to graduation in which a student of similar age would be eligible to participate. Participation in graduation activities shall not be construed as termination of the provision of free appropriate public education.

### **Certificate of Completion**

The Charter School Executive Director or designee shall award a certificate of completion instead of a high school diploma, if a student with exceptional needs has minimally met one (1) of the following requirements:

1. Satisfactorily completed a prescribed alternative course of study approved by the Charter School Governing Board which has jurisdiction over the student as identified in the IEP.
2. Satisfactorily met the student's IEP goals and objectives during high school as determined by the IEP team.
3. Satisfactorily attended high school, participated in the instruction as prescribed in the student's IEP, and met the objectives of the statement of transition services.

The Executive Director or designee shall ensure a student with disabilities who meets any of the criteria specified above shall be eligible to participate in any graduation ceremony and any Charter School activity related to graduation in which a graduating student of similar age without disabilities would be eligible to participate. In addition, the Executive Director or designee shall ensure that the student will continue to have access to special education related supports and services until the student meets the Charter School's criteria to receive a high school diploma or until age 22.

Whether a student receives a certificate of completion or a diploma is confidential. HCS does not inform other students whether their peers are receiving a certificate or a diploma, and all students will participate equally graduation ceremonies and activities.

### **California Proficiency Program Exams**

The California Proficiency Program ("CPP") has replaced the California High School Proficiency Exam (CHSPE) established by California *Education Code* Section 48412. The CPP utilizes the State Board of Education approved GED® or HiSET® subtests for language arts and mathematics to measure proficiency.

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

Students may take the CPP with paper-pencil or on a computer at a testing center, or at home, online, with live proctoring. (Note: paper-pencil tests are only available at testing centers). The CPP tests are offered in English and Spanish.

The CPP allows students who need to verify their high school level skills. In some cases, students take the test and leave high school early to work or attend college. Those who pass the test receive a Certificate of Proficiency, which is equal by law to a California high school diploma, from the State Board of Education. However, the Certificate of Proficiency is not equivalent to completing all course work required for graduation from high school. If a student is planning to continue their studies in a college or university, they should contact the admissions office of the institution they plan to attend so that the student may understand that institution's admission requirements including whether or not the Certificate of Proficiency will be sufficient for admission.

People who are sixteen years of age or older; or who have completed one year of enrollment in grade ten; or who will have completed one year of enrollment in grade ten at the end of the semester during which the exam is administered may take the test. There is no upper age limit to take the test and current enrollment in high school is not required to take the exam. In addition to regular examinations, the examinations may also be conducted for all eligible persons at least once during each summer recess and may be conducted at any other time that the California Department of Education ("CDE") deems necessary to accommodate eligible persons whose religious convictions or physical handicaps prevent their attending one of the regular examinations. There is a fee to take the test, though the fee will be waived for homeless and foster youth who submit required paperwork, and for examinees who have not attained 25 years of age as of the date of the scheduled examination

HCS will distribute an announcement to each student in grades eleven and twelve explaining the CPP. This announcement will be distributed in time sufficient to enable interested students to meet all examination registration requirements for the fall test of that year.

### **Honorary Diploma**

HCS may confer an honorary high school diploma upon a student who is terminally ill. The honorary high school diploma will be clearly distinguishable from the regular diploma of graduation awarded by HCS.

### **Retroactive Diploma**

HCS may retroactively grant a high school diploma to a student who has not received a high school diploma if they meet the following conditions:

1. The student was in their senior year of high school during the 2019–20 school year;
2. in good academic standing and on track to graduate at the end of the 2019–20 school year, as of March 1, 2020; and
3. unable to complete the statewide graduation requirements as a result of the COVID-19 crisis.

### **Extended Opportunities for High School Coursework Completion**

For any student who, in the 2020–21 school year, was in their 3rd or 4th year of high school, HCS shall:

1. Exempt the student from all coursework and other requirements adopted by the Board that are in addition to the statewide coursework requirements;
2. Provide the opportunity to complete the statewide coursework required for graduation, if the student is not on track to graduate. This may include, among other opportunities for completion of the coursework, a 5th year of instruction.

### **Withholding a Diploma**

In accordance with Education Code section 48904, if the student willfully cut, defaced, or otherwise injured the school property or willfully not returned upon demand of an employee any property loaned to the student and after affording the student their due process rights, a student's diploma may be withheld until such time as the student or the student's parent/guardian has paid for the damages. HCS shall notify the parent/guardian/ERH of the student in writing of the pupil's alleged misconduct before withholding the student's diploma. If the student or the student's parent/guardian are unable to pay for the damages or return the property, HCS shall provide a program of voluntary work for the student in lieu of the payment of monetary damages.

### **Graduation Ceremony**

HCS' graduation ceremony and related activities (e.g. grad night) are extracurricular educational activities, such that participation in these activities is not an absolute right.

To participate in the graduation ceremony, students must demonstrate one of the following:

1. Completion of the minimum 200 credits as described above.
2. Completion of sufficient credits to satisfy the minimum required credits by the end of summer session and have enrolled in the appropriate summer session classes.
3. Eligibility for a Certificate of Completion, consistent with this Policy.

Students who meet the above requirements may still not be eligible to participate in the graduation ceremony and related activities if the Student does not demonstrate a record of conduct and citizen consistent with HCS' student Conduct and Behavior Policy. The Executive Director or designee will determine a student's ability to participate in graduation ceremonies and/or activities. Prior to denial of the privilege(s), the student, and where practicable their parent or guardian, shall be made aware of the grounds for such denial and shall be given an opportunity to respond to the proposed denial. If privilege(s) are to be denied, the student and parent/guardian shall receive written notice of the denied privilege and the means whereby the individual may appeal this decision. If a student has an IEP plan or 504 plan, any decisions regarding that

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

student's participation in graduation ceremony/activities will be made by the IEP/504 team and will include the parent/guardian.

Any student participating in a graduation ceremony or activity shall comply with HCS policies pertaining to student conduct.

The Executive Director or designee may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony. Any required attire will be provided to students free of charge for use during the ceremony. A student and/or parent/guardian will have the option of purchasing a cap and gown as a keepsake. Students are permitted to wear tribal regalia or recognized objects of religious or cultural significance as an adornment at the graduation ceremony, in addition to but not instead of the required cap and gown. Any accessory, object or adornment that is likely to cause a substantial disruption of, or interference with, the graduation ceremony will not be permitted. Any graduating student who has completed basic training and is an active member of any branch of the United States Armed Forces may, at their option, wear their military dress uniform at the ceremony.



## **READING DIFFICULTIES RISK SCREENING POLICY**

It is the intent of the Governing Board (“Board”) of Heartwood Charter School (“HCS” or “Charter School”) to close academic achievement gaps and ensure that students are provided the appropriate tools and instruction to achieve their full potential.

Many pupils with reading difficulties struggle to read without proper identification and support. Early identification and intervention with evidence-based literacy instructional strategies and materials improves literacy outcomes for students at risk of, and with, reading difficulties, including dyslexia.

### **Definitions**

“*Kindergarten*” does not include transitional kindergarten.

“*Reading difficulties*” means a barrier that impacts a pupil’s ability to learn to read or improve reading abilities, including dyslexia.

“*Screening instrument*” means a brief tool administered by an appropriately trained school employee, including, but not limited to, a certificated teacher of record, measuring discrete areas to determine pupils at risk of reading difficulties, including dyslexia.

“*English learner*” means a student aged 3 through 21 whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet the challenging State academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. This includes an student who was not born in the United States or whose native language is a language other than English; an individual who is a Native American or Alaska Native, or a native resident of the outlying areas and who comes from an environment where a language other than English has had a significant impact on the student’s level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant.

## **Administering Risk Screenings**

As part of its comprehensive instructional strategy, HCS shall annually screen students in **kindergarten and grades 1 and 2**, for risk of reading difficulties, including dyslexia (“risk screening”).

HCS may provide additional screenings or diagnostic evaluations as appropriate to support ongoing efforts towards early identification of students at risk of reading difficulties.

HCS shall use the results of the risk screenings to:

- 1) Inform individualized instruction,
- 2) Measure a student’s progress,
- 3) Identify student learning needs, and
- 4) Enable parents and educators to discuss student needs in a more informed way.

HCS utilizes the following culturally, linguistically, and developmentally appropriate screening instruments:

- AMIRA HRM Screening and supplemental support
- STAR Reading Assessment and supplemental supports

The screening instrument(s) identified above provide assessments for both English-speaking and non-English speaking students, in languages reflecting the primary languages of students enrolled in HCS, to the extent assessments in those languages are available.

Students who do not speak sufficient English to be screened with an English-language instrument will be screened in their primary language. If HCS’s adopted screening instrument(s) is not available in a student’s primary language or a language the student is proficient in, the student’s risk for reading difficulties will be evaluated through analysis of the student’s educational and developmental history in combination with the student’s literacy progress consistent with best practices, which includes the California Dyslexia Guidelines. Assessment of that student may include components of screening instruments that do not require English language proficiency. When the student acquires sufficient English language knowledge and fluency to be assessed using the HCS’s screening instruments identified in this Policy, or when a state-approved screening instrument in their primary language becomes available, HCS will assess the student using the appropriate screening instrument.

To determine when during the school year to administer each screening instrument, HCS shall consider whether students have received sufficient instruction in foundational reading skills to support a valid assessment.

HCS employees administering risk screening instrument(s) will be appropriately trained to administer the instrument(s).

### **Interpreting Risk Screening Results**

Risk screening results will be used by HCS to flag for potential risk of reading difficulties, not as a diagnosis of a disability. HCS shall use risk screening results as part of a broader process to further evaluate student needs and progress, identify supports for classroom instruction, enable targeted individual intervention as needed, and allow for further diagnosis if concerns do not resolve.

Assessments utilized in the risk screening process will not be considered an evaluation or diagnostic tool to establish eligibility for special education and related services pursuant to an Individual Education Program (“IEP”) , or an evaluation to determine eligibility for a Section 504 Plan. . However, student data collected through these reading difficulty risk assessments may be used by HCS to recommend that a student receive *further* assessment and evaluation to establish eligibility for an IEP or Section 504 Plan.

Risk screening results will not be utilized for any high stakes purposes, including but not limited to:

- Evaluating teachers of other staff,
- Accelerating (skipping a grade) or retaining a student ,
- Identifying students for gifted or talented education (GATE),
- Reclassifying English learners, or
- Identifying an individual as a student with exceptional needs.

### **Exemptions**

A student may be exempted from HCS’s risk screening in the following circumstances:

- 1) The student’s parent/guardian opts out of the risk screening in writing, or
- 2) With the prior written consent of the parent/guardian if the student:
  - a. Has a current identification or diagnosis of a reading difficulty, reading disorder, or other disability,
  - b. Is eligible for special education and related services under the IDEA or a plan under Section 504, or
  - c. Is currently in the assessment process for eligibility under the IDEA or Section 504 where diagnostic assessments are being utilized which make the reading difficulties risk screening redundant.

If a student enrolls at HCS for the first time in kindergarten or grades 1 or 2 *after* the screening instrument(s) have been administered to all students in that grade for the academic year, HCS will administer the screening within 45 days of the student’s enrollment unless:

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

- 1) The student's parent/guardian opts out of the reading difficulties risk screening in writing, or
- 2) HCS is provided documentation that the student had a similar reading difficulties risk screening in their prior school for their current grade and the parent/guardian was made aware of the results of the screening.

### **Parent Notifications**

HCS shall provide written notice of the screening to parents/guardians, within fifteen (15) calendar day of the date the screening will occur. The notice shall include the following:

- 1) The date(s) the screening will take place
- 2) Instructions for how a parent/guardian can opt out of the screening for their child in writing

HCS shall notify parents/guardians of the results of any risk screening administered pursuant to this Policy, and information about how to interpret the results, no later than 45 calendar days after the screening occurs.

If a student is identified as being at risk of having reading difficulties after being screened, the notification shall also include information about any available HCS services and supports, appropriate to the specific challenges identified by the screening instrument and other pertinent information about the student. Such supports and services may include but are not limited to, the following:

- Evidence-based literacy instruction;
- Progress monitoring;
- Early intervention in the regular education program;
- One-on-one or small group tutoring; or
- Further evaluation or diagnostic assessment.

4922-6175-4900, v. 2



## **SCHOOL SPONSORED FIELD TRIPS & CULTURAL EXCURSIONS POLICY**

The Governing Board of Heartwood Charter School (“HCS” or the “Charter School”) recognizes and supports the concept of connecting our students with the broader community, both locally and globally, by providing field trips, cultural and art experiences, community service opportunities, and environmental education to fulfill HCS’s mission and philosophy. These activities help to promote tolerance, understanding, and acceptance of others, and enrich the educational experiences of the students, as well as meet the Charter School’s goal of creating passionate life-long learners.

The safety and security of our students is a primary priority when planning or participating in field trips or excursions. These activities will be carried out in an appropriate manner to maximize and ensure student safety and to minimize the Charter School’s legal liability and financial cost.

### **Definition**

- A “*field trip or cultural excursion*” involves students leaving HCS grounds to participate in school sponsored educational opportunities in connection with HCS’s course of study or school related social, educational, cultural, athletic, school band or other extracurricular or cocurricular activities.

### **Selection of Field Trips and Excursions**

The teaching team will continue to research and provide enriching learning opportunities to share with their students both within the classroom and out in the broader community. The Executive Director shall have the authority to approve all in-state day (non-overnight) field trips and excursions. Requests for out of state, out of country or overnight travel shall be brought before the Board of Directors for approval. The Executive Director will initially receive all such requests and make a recommendation to the Board of Directors as to whether the request should be approved.

The Executive Director will ensure that the following items will be adhered to for all HCS field trips and excursions:

1. The proposed field trip or cultural excursion relates to HCS’s educational objectives
2. The correct ratio of adult to students is met for supervision of the activity
3. A means of transportation to and from the activity is provided
4. Adequate restroom facilities, food and water will be available during the activity

The Executive Director shall not approve any activity that he/she considers to be inherently dangerous to students.

### **Permission Slips**

Before a student can participate in a school-sponsored trip, the 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. The Charter School shall provide an alternative educational experience for students whose parents/guardians do not wish them to participate in a trip.

All persons making the field trip or excursion shall be deemed to have waived all claims against the Charter 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 taking out-of-state field trips or excursions and all parents/guardians of students taking out-of-state field trips or excursions shall sign a statement waiving such claims.

Items that will be included on the permission slip are:

1. An emergency phone number for the student
2. Any medications the student is required to take with the time and dosage required
3. Any medications the student is allergic to
4. Any other medical information necessary to ensure the student's safety
5. Waiver as described above

A copy of a completed and signed permission slip will be kept on the Charter School site and one copy will be given to the teacher or teachers to take on the field trip or excursion.

### **Voluntary Participation**

The Charter School will provide alternative educational activities to those students who choose not to attend a specific field trip or excursion. Parents/guardians will have advance notice of any upcoming field trip or excursion and have the option to withdraw their permission for their child to attend that field trip or excursion.

### **Disciplinary Rules**

Students are under the jurisdiction of the Charter School Board at all times during the field trip or excursion and all HCS policies continue to be enforced during field trips and excursions. Charter School disciplinary policies are to be adhered to at all times. (e.g. Horseplay, practical jokes, harassment, taunting, rough play, aggressive or violent behavior, profanity, viewing of pornographic material, and use of alcohol and/or controlled substances during the field trip or excursion are strictly prohibited.)

Except as otherwise required by law, a student may be excluded from the trip if their presence poses a safety or disciplinary risk.

### **Defraying Expenses of Field Trips and Excursions**

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

The Charter School may charge a fee for field trips and excursions pursuant Education Code section 35330. However, the Charter School will endeavor to keep the costs of any field trips affordable for all students' families. In no event will a student be prevented from participating in the field trip or excursion due to lack of sufficient funds. In accordance with Education Code section 35330(b), the Charter School will coordinate the efforts of community service groups to supply funds for students in need.

### **Supervision of Field Trips and Excursions**

The teacher who coordinated the field trip will be present to supervise the field trip or excursion, except in unusual circumstances when a replacement teacher is assigned because of an unexpected unavailability. The Executive Director will be designated as the emergency contact for the group on the field trip or excursion. Any injuries or unusual incidents occurring during the field trip or excursion will be documented in writing by the coordinating teacher and given to the Charter School's Executive Director.

The Executive Director shall ensure that the field trips and excursions have an adequate number of adults attending to safely supervise the student attending the field trip or excursion.

A first aid kit shall be in the possession of or immediately available to a teacher, employee, or agent of the school during the student field trip or excursion. Whenever trips are conducted in areas known to be infested with poisonous snakes, the first aid kit taken on the trip shall contain medically accepted snakebite remedies. In addition, a teacher, employee, or agent of the school who has completed a first aid course which is certified by the American Red Cross and which emphasizes the treatment of snakebites shall participate in the trip.

Charter School employees or volunteers shall not consume alcohol or use controlled substances (except for medications taken under a physician's orders) while accompanying and supervising students on a field trip or excursion.

### **Accident Insurance**

The Charter School provides student accident insurance which covers medical expenses arising from student injuries on campus or while participating in a Charter School-sponsored off campus activity. The family's health insurance is primary, but if there is no health insurance, the Charter School's Student Accident Insurance becomes primary. Information and applications for student accident insurance are available from the Executive Director. The cost incurred by the Charter School shall be covered by the pupil or his or her parent or guardian.

### **Parent or Guardian Participation in Field Trips and Excursions**

As field trips and excursions are an integral part of the Charter School learning experience, parents are encouraged to participate in an assisting role with students. The Executive Director or the coordinating teacher will provide parents and guardians with specific supervisory guidelines prior to any Charter School group trip involving students. Topics to be included are safety

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

regulations, emergency responses, and responsibilities of the parent volunteers and language or behavior requirements of all attendees.

A participating parent or guardian will be assigned to a specific group of students to supervise and will be responsible for these students at all times during the field trip or excursion. Under no circumstances will a parent or guardian consume alcohol or use controlled substances (except for medications taken under a physician's orders) during a field trip or excursion. The parent or guardian will notify the coordinating teacher, in advance of the field trip or excursion, should he/she be under a physician's orders and using medications.

All adults taking out-of-state field trips or excursions, and all parents or guardians of pupils taking out-of-state field trips or excursions are required to sign a statement waiving all claims against HCS, its employees, and the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion.

### **Reimbursement for Field Trip Expenses**

Parent drivers who meet the driver and volunteer requirements may submit a request for mileage reimbursement at the current IRS mileage rate. The mileage reimbursed will be the distance from the Bothin campus to the field trip location and return as determined by Google Maps. No reimbursements for fuel will be made, since that is included in the IRS rate.

Receipts for preapproved expenses **must be submitted for reimbursement by June 15 of each year** to be eligible for reimbursement. No expenses submitted after this deadline will be reimbursed. Receipts must be legible and have a clear place of purchase, date, and amount paid.

Expenses for venue admission, parking, and student meals may be reimbursed. Costs for student lunches should not exceed \$20 per student per day. For overnight field trips, the food costs should not exceed \$30 per student per day.

### **Process for Reimbursement**

1. [Make a copy of this form](#) (please do not use the original)
2. Fill out the form based on the receipts , one form line per receipt.
3. Email the completed form and **receipts** to Heather@heartwoodcharterschool.org

The expense will be reimbursed via a separate check at this time and mailed directly to the address on file.

### **Transportation**

At all times during the field trip or excursion, teachers, staff, and parents/gurdians will use the safest mode of transportation and the safest and most direct routes of travel. If travel is not by bus, the legal occupancy limit of ten (10) occupants (including the driver) must not be exceeded,

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

all speed notices must be strictly adhered to, and students are to be seated with individual seatbelts at all times.

The Charter School shall take reasonable precautions to ensure that all employees and volunteers who transport students are responsible and capable operators of the vehicles to be used and ensure compliance with the Charter School Student Transportation Policy and Driver Requirements as follows:

Employee or volunteer drivers who offer to provide transportation for a field trip or excursion must provide a copy of the following:

1. Proof of liability insurance for their vehicle with a minimum of \$100K/\$300K coverage.
2. A copy of their Driver's License and Vehicle Registration.
3. A written statement acknowledging that their insurance carrier is the primary agent responsible for insurance during the field trip or excursion.
4. A criminal background check conducted by the California Department of Justice ("DOJ"). Employees or volunteers whose DOJ report reveals a Driving Under the Influence conviction shall not be permitted to transport students or operate any vehicle on Charter School business for ten (10) years from the date of the conviction. Any employee or volunteer convicted of a felony shall not be permitted to transport Charter School students on Charter School business.
5. A Department of Motor Vehicles record. Employees or volunteers with driving records with two (2) points or more shall not be permitted to transport students or operate any vehicle for Charter School field trips and excursions.

Each of these items will be provided to the Executive Director or coordinating teacher prior to driving on a field trip or excursion.

Under no circumstances shall students transport other students.

For the volunteer's safety and that of all the students in his/her car, the following rules apply:

1. All Charter School rules apply to students in the volunteer's car. Volunteer drivers are free to appropriately manage student behavior as necessary to maintain safety.
2. All California driving laws must be followed including child restraint laws: no texting or distracted driving, hands-free phone use only.
3. No movies may be shown in vehicles.
4. No side trips allowed, including gasoline stops. Please be sure to have enough gas before leaving on the trip.

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

5. Maps and directions from the teacher should be reviewed prior to leaving.
6. No purchases for students should be made on the field trip including food or treats for students in the car.
7. Call the Charter School office immediately if there is a problem.

#### **Non-School-Sponsored Field Trips/Excursions**

A non-school-sponsored field trip/excursion is defined as one that is organized and promoted by an outside organization whether or not it is of an educational value or is somehow connected to a particular course of study. This includes trips that are organized by organizations that may be affiliated with the Charter School (i.e. parent organizations, cultural groups, etc.):

1. Students who miss school will receive an unexcused absence.
2. Teachers are not responsible for creating school work ahead of time.
3. Students must make up missed academic work.
4. The Charter School has no responsibility to provide travel.
5. Any employee of the Charter School who attends a non-sponsored field trip/excursion does so voluntarily and is not acting as an employee of the Charter School.
6. If a non-sponsored field trip/excursion is promoted on Charter School property, all materials must clearly state that this is a non-sponsored school field trip/activity.
7. No insurance coverage will be provided by the Charter School.
8. The Charter School assumes no legal or financial responsibility for non-sanctioned field trips.

4894-4951-8895, v. 3



# HEARTWOOD

CHARTER SCHOOL

**HEARTWOOD CHARTER SCHOOL**

**TK-12**

**School Safety Plan**

**2025 Version**

Heartwood Charter School

Homeschool Program

170 Liberty School Rd.

Petaluma, CA

Phone: 1 (707) 200-7812

&

Bothin Waldorf Program

3125 Sir Francis Drake Blvd

Fairfax, CA

1 (415) 328-1020

**Heartwood Charter School  
School Safety Plan  
Table of Contents**

I. The School Safety Plan Overview	3
III. Emergency Response Plan	5
Safety Response Team Members	16
Emergency Drill Schedule	16
Training	17
Emergency Contact Datasheet	18
School Maps	19
IV. SEMS (Standardized Emergency Management System Plan)	19
Roles and Responsibilities	20
V. School Safety Practices, Policies and Procedures	26
Child Abuse and Neglect Reporting	26
Suspension and Expulsion Policy and Procedures	26
Notification of Dangerous Pupils	45
Anti-Discrimination/Anti-Harassment Policy and Hate Crime Reporting	46
School Dress Code	47
Safe Ingress/Egress Procedures	47
Reporting of Dangerous, Violent, or Unlawful Activities	52
Response to Apparent Opioid Overdose	52

## I. The School Safety Plan Overview

This School Safety Plan has been prepared to fulfill the obligation of Heartwood Charter School as set forth in its charter petition, pursuant to Education Code section 47605(c)(5)(F), to develop a school safety plan addressing the safety topics listed in subparagraphs (A) to (L) of paragraph (2) of subdivision (a) of Education Code section 32282, as applicable. It will be reviewed and updated annually by March 1 by the Administrative Team.

- Development of this version of the School Safety Plan took place in December 2024
- A hearing was held on the School Safety Plan on the 29th day of January, 2025 at the Liberty Elementary School District office in Petaluma, CA
- The most current copy of the plan will be available in the school office for public review in a redacted form, with all tactical responses, lockdown, and bomb threat procedures removed from the publicly available version.

For additional information on school safety programs, policies, or procedures and how you may become involved locally, please contact:

[Contact Name], [Title]  
[Phone number]  
[Email Address]  
[Address]

Reviewed and approved by the undersigned members of the Heartwood Charter School Safety Committee:

Authorized Representative Signature	Date
_____ Tamara Lemesh, Vice Principal	
_____ Stephanie Felton-Priestner, Executive Director	
_____ Mark Puccinelli , Board President	
_____ [Name], [Title]	

## II. General School Information

### School Profile

2023-24 enrollment: 576

Grades: TK-12

Certificated teachers (Admin included): 32

Classified staff: 7

### Safe School Mission

Students and staff will have a safe and secure campus where they are free from physical and psychological harm. The administration and staff are committed to maximizing school safety and to creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others.

### School Crime Status:

To ensure an accurate and up-to-date picture of campus safety, Heartwood Charter School shall annually review disciplinary and crime-related data and adapt as necessary to changing trends. To keep ahead of trends in crime and safety affecting the school, the following types of data shall be reviewed each year, only for the Bothin site-based campus:

#### Office Referrals

Heartwood Charter School's safety-related office referrals for the previous school year are included here for reference.

Fighting or aggression	2
Theft	0
Cheating/Academic Integrity	2
Disruption or defiance	0
Others	0

#### Attendance Rate

School Year	Attendance Rate
2023-2024	92

#### Suspension/Expulsion data

School Year	Suspension rate	Expulsion rate
2023-2024	Less than 1%	Less than 1%

### III. Emergency Response Plan

#### Emergency Situation Parent Communication

In an emergency situation, Executive Director will gather members of the Safety Response Team immediately to draft a plan to communicate with families. When deemed necessary, the Safety Response Team will use Parent Square and Sendpulse SMS, to send out an urgent email alert text message and phone call to every parent registered on the platform.

#### Emergency Supplies

##### Emergency Backpack Location

- Each classroom (including orchestra room, Hearth, intervention rooms, etc.)
- Lyman Hall- Resource Room
- Dining Hall- Music Room
- Hearth

##### Emergency Backpack Supplies

Item	Recommended Quantity
Backpack	1
Flashlight	1
Batteries	2
Pair of scissors	1
First Aid instruction summary sheet	1
Pad of paper (for name tags, etc.)	1
Pen	1
Pencil	1
Light stick	1
Whistle	1
Sewing kit	1
Package of safety pins	1 package
Package of plastic trash bags	6 packages
Package of small paper bags	2 packages

Package of paper cups	2 packages
Package of pre-moistened towelettes	1 package
Bottle of hydrogen peroxide	1
Small package of Tylenol	2 packages
Package of Tums	1 package
Ammonia inhalants	4
Ziploc sandwich bags	2
Box of Telfa pads	1
Box of Band-Aids	1
Cold packs	2
Roll of adhesive tape	1
Pair of disposable gloves	10
Box of toilet tissue	1

### Emergency Response Plans

The safety coordinator (or Office Manager if none is designated otherwise) is responsible for assigning staff to the safety response team, and for ensuring that the list is updated regularly. It is required by fire codes to exhibit an evacuation map specific to the school site in each and every classroom and office room by the door, as well as by each fire extinguisher and fire exits.

Please note: make sure to share the procedures with and collect contact information for any after-school staff. Please instruct any night custodial staff to assist after-school staff with emergency supplies as needed.

### Fire Emergency

Fire Emergency Response - Staff Members and Safety Response Team Combined	
Step 1 Fire Alarm	<ul style="list-style-type: none"> <li>If there is a fire and the alarm has not been set off, any member witnessing the fire may initiate the fire alarm.</li> </ul>
Step 2 Announcement	<ul style="list-style-type: none"> <li>Safety Response Team Member will announce via phone speaker and walkie talkie <i>"Attention please, leave the building. Evacuate the building. Leave the building. Evacuate the building and listen for further instructions."</i></li> </ul>
Step 3 Walkie Talkie and backpacks	<ul style="list-style-type: none"> <li>If walkie talkies are not already on, turn on walkie talkies to Channel 10. Classroom teachers to take Emergency Backpack and Emergency Contact Roster</li> </ul>
Step 4 Evacuate	<ul style="list-style-type: none"> <li>Staff and students will evacuate the building in a quiet and orderly fashion using emergency exit routes. We will meet at the Emergency Meeting Area:</li> </ul>

	<ul style="list-style-type: none"> <li>○ [Flag pole near Manor for Bay Tree, Little House, Stone House, Lyman and Manor classes. Students in the Red Barn, Dining Hall and Bush Unit will meet on the parking lot near the Dining Hall.]</li> <li>● Safety Response Team will ensure all classrooms, hallways, cafeteria, kitchen, restrooms and offices are empty. Safety Response Team will search for any missing students and staff.</li> </ul>
Step 5 Take roll	<ul style="list-style-type: none"> <li>● Once you arrive at the Emergency Meeting Area, take roll, and notify the Safety Response Team of any missing students.</li> <li>● Stay in meeting area for further instruction.</li> </ul>
Step 6 Further instructions & Return	<ul style="list-style-type: none"> <li>● Await further instructions from the Fire Department</li> </ul>

## Earthquake Emergency

Earthquake Emergency Response - Staff Members and Safety Response Team Combined	
Step 1 Announcement	<ul style="list-style-type: none"> <li>● At the onset of an earthquake, Safety Response Team Member will announce via phone speaker and walkie talkie: <i>"Earthquake. Duck and cover. Earthquake. Duck and cover. Earthquake. Duck and cover."</i></li> </ul>
Step 2 Immediate response	<p>If indoors...</p> <ul style="list-style-type: none"> <li>● Turn away from windows, suspended objects or outside walls</li> <li>● Drop to the floor, take cover under a desk, table or against an interior wall.</li> <li>● Make your body as small as possible; cover head and neck while protecting chest.</li> <li>● Hold position until the ground stops shaking or the Safety Response Team has announced over radios to begin Evacuation.</li> <li>● If an aftershock occurs while you are exiting the building, "Drop, Cover and Hold On" until the shaking stops.</li> </ul> <p>If outdoors...</p> <ul style="list-style-type: none"> <li>● Teachers get to a clear space (away from buildings, poles, overhead wires and other tall objects) call out to student, "Duck and cover"</li> <li>● Students drop to the ground and cover their head and neck with arms.</li> <li>● Watch for dangers that may demand movement.</li> <li>● Be prepared to duck and cover again due to aftershocks.</li> <li>● Hold position until the ground stops shaking or the Safety Response Team has announced over radios to begin Evacuation.</li> </ul>
Step 3 Walkie Talkie and backpacks	<ul style="list-style-type: none"> <li>● If walkie talkies are not already on, turn on walkie talkies to Channel 10. Classroom teachers to take Emergency Backpack and Emergency Contact Roster</li> </ul>
Step 4 Evacuate	<ul style="list-style-type: none"> <li>● Staff and students will evacuate the building in a quiet and orderly fashion using emergency exit routes. We will meet at the Emergency Meeting Area: <ul style="list-style-type: none"> <li>○ [Flag pole near Manor for Bay Tree, Little House, Stone House, Lyman and Manor classes. Students in the Red Barn, Dining Hall and Bush Unit will meet on the parking lot near the Dining Hall.]</li> </ul> </li> <li>● Safety Response Team will ensure all classrooms, hallways, cafeteria, kitchen, restrooms and offices are empty. Safety Response Team will search for any missing students and staff.</li> </ul>
Step 5 Take roll	<ul style="list-style-type: none"> <li>● Once you arrive at the Emergency Meeting Area, take roll, and notify the Safety Response Team of any missing students.</li> <li>● Stay in the meeting area for further instruction.</li> </ul>
Step 6 Further instructions & Return	<p>If there is minimal damage:</p> <ul style="list-style-type: none"> <li>● Safety Response Team will announce <i>"All Clear. All Clear. Please return to your normal activity."</i></li> </ul>

	<ul style="list-style-type: none"> <li>• Staff and students will return to classrooms in a quiet and orderly fashion.</li> </ul> <p>If there is damage to the campus:</p> <ul style="list-style-type: none"> <li>• Safety Response Team will enact the Reunification Plan at the site of evacuation, or where a Law Enforcement Agency indicates.</li> </ul>
--	--

## Active Shooter or Intruder Emergency

Active Shooter Emergency Response - For Staff Members	
Step 1 Announcement	<ul style="list-style-type: none"> <li>• If an active shooter is identified, immediate announcements will be heard via PA system, phone speaker, walkie talkies <i>"Lockdown. This is a lockdown. Lockdown. All students and staff lockdown."</i></li> </ul>
Step 2 Enter a lockdown location	<ul style="list-style-type: none"> <li>• In the case of a shooting or suspected intruder, the first priority is to shelter students and staff. If you are... <ul style="list-style-type: none"> <li>○ Outside of your classroom: bring students into the nearest classroom</li> <li>○ In the cafeteria: move to the nearest classroom.</li> <li>○ In the hallway: proceed to the nearest classroom, even if it is not your classroom and a class is already in there.</li> </ul> </li> <li>• Classroom teachers should quickly glance outside the room and direct any students or staff into your room.</li> </ul>
Step 3 Prepare the classroom	<ul style="list-style-type: none"> <li>• Classroom teachers should immediately take walkie talkies and turn them on and on Channel 10. Please keep the volume as low as possible.</li> <li>• Close and lock doors.</li> <li>• Close and lock windows and shut the blinds.</li> <li>• Turn off all the lights.</li> <li>• Keep the room quiet.</li> </ul>
Step 4 Hide	<ul style="list-style-type: none"> <li>• Direct students to hide in the classroom. Determine whether ducking quietly under their desks ("duck and cover") or sitting along a wall or in a closet is the best location to hide.</li> <li>• Move away from windows, try not to be visible from outside.</li> </ul>
Step 5 Take roll	<ul style="list-style-type: none"> <li>• Take roll as quietly as possible.</li> <li>• Talk through walkie talkie at very low volume to alert the Safety Response Team if you have students missing from your classroom.</li> </ul>
Step 6 Release the room	<ul style="list-style-type: none"> <li>• <b>All three credentials</b> must be satisfied before unlocking the door from the inside. <ul style="list-style-type: none"> <li>○ <b>Credential 1: Door communication</b> Safety Response Team will knock on the door with a pre-set pattern (i.e. "Knock-, knock-, knock knock knock")</li> <li>○ <b>Credentials 2: Walkie Talkie communication</b> Safety Response Team contact each specific classroom via walkie talkie notification ("Room 1, This is [John Doe], all clear to unlock the door.")</li> <li>○ <b>Credential 3: Paper communication</b> <ul style="list-style-type: none"> <li>■ Safety Response Team will slide a <b>BLUE sheet of paper</b> under the door from outside the classroom to the inside.</li> <li>■ Staff inside the classroom will have to slide a <b>RED piece of paper</b> under the door to the outside of the classroom in response as the confirmation of receiving the true release order. <b>Do not</b> slide the paper back if the intruder is inside the room. The red paper is usually by the door.</li> </ul> </li> </ul> </li> <li>• When all three credentials are cleared, you will hear the safety response team member say "Thank you, you can safely unlock your room". You can open the door then.</li> </ul>
Step 7	<ul style="list-style-type: none"> <li>• Please ask students to stay in hiding positions and stay quiet until all classrooms are cleared, when you hear the announcement via PA system, phone</li> </ul>

School-wide clearance	speaker, walkie talkies: <i>"The school is all cleared. You can return to normal activities."</i>
Step 8 (In real situation only) Evacuation & Reunification	<ul style="list-style-type: none"> <li>In a real active shooting situation, the police or safety response team may make an evacuation announcement. If so, evacuate to the evacuation point.</li> <li>In some situations, the police or safety response team may initiate a reunification process for students to reunite with their families.</li> </ul>

**Active Shooter Emergency Response - For Safety Response Team in drill**

Step 1 Announcement	<ul style="list-style-type: none"> <li>If an active shooter is identified, immediate announcements will be heard via PA system, phone speaker, walkie talkies <i>"Lockdown drill. This is a lockdown drill. Lockdown drill. All students and staff lockdown."</i></li> </ul>
Step 2 Safety Team Search	<ul style="list-style-type: none"> <li>Sweep and locate all missing students.</li> <li>Check whether windows are locked from outside, blinds are shut, doors locked, lights off, and students are quiet.</li> </ul>
Step 3 Release the room	<ul style="list-style-type: none"> <li><b>All three credentials</b> must be satisfied before unlocking the door from the inside. <ul style="list-style-type: none"> <li><b>Credential 1: Door communication</b> Safety Response Team will knock on the door with a pre-set pattern (i.e. "Knock-, knock-, knock knock knock")</li> <li><b>Credentials 2: Walkie Talkie communication</b> Safety Response Team contact each specific classroom via walkie talkie notification ("Room 1, This is [John Doe], all clear to unlock the door.")</li> <li><b>Credential 3: Paper communication</b> <ul style="list-style-type: none"> <li>Safety Response Team will slide a <b>BLUE sheet of paper</b> under the door from outside the classroom to the inside.</li> <li>Staff inside the classroom will have to slide a <b>RED sheet of paper</b> under the door to the outside of the classroom in response as the confirmation of receiving the true release order. <b>Do not</b> slide the paper back if the intruder is inside the room. The red paper is usually by the door.</li> </ul> </li> </ul> </li> <li>When all three credentials are cleared, say "Thank you, you can safely unlock your room".</li> <li>When teachers open the room, return the PURPLE sheet and retrieve the BLUE sheet. Ask teachers and students to stay quiet until all rooms are cleared.</li> </ul>
Step 7 School-wide clearance	<ul style="list-style-type: none"> <li>When all classrooms are cleared, make the announcement via PA system, phone speaker, walkie talkies and WeChat group chat: <i>"The school is all cleared. You can return to normal activities."</i></li> </ul>

**Active Shooter Emergency Response - For Safety Response Team in a real active shooting**

Step 1 Announcement	<ul style="list-style-type: none"> <li>If an active shooter is identified, immediate announcements will be heard via PA system, phone speaker, walkie talkies]: <i>"Lockdown. This is a lockdown. Lockdown. All students and staff lockdown."</i></li> </ul>
Step 2 Call 911	<ul style="list-style-type: none"> <li>Administrative staff to call 911 immediately and inform the operator that there is an active shooter or intruder in or around the school.</li> </ul>
Step 3 Shelter	<ul style="list-style-type: none"> <li>In the case of a shooting or suspected intruder, the first priority is to shelter students and staff. Get into the nearest room to hide and shelter.</li> <li>Check common areas for students and guide them to a lockdown location ONLY IF the condition is evaluated to be safe enough to do so.</li> <li>Take walkie talkies and turn them on and on Channel 1. Please keep the volume as low as possible.</li> <li>Close and lock doors. Close and lock windows and shut the blinds. Turn off lights. Keep quiet.</li> <li>Hide in the room and stay invisible from outside.</li> </ul>

Step 4 Follow Police Instruction	<ul style="list-style-type: none"> <li>Follow the instruction when police arrives (such as release classrooms, evacuate, initiate reunification, inform families, clear all school, etc.)</li> </ul>
--	--

## Bomb Emergency

Bomb Threat (By Phone) Emergency Response	
Step 1 Answer the call	<ul style="list-style-type: none"> <li>Notify Administrative Staff immediately               <ul style="list-style-type: none"> <li>[[Tamara Lemesh @ 707-695-1184 and Stephanie Felton Priestner @415-488-9572]</li> </ul> </li> <li>Try to maintain the caller on the line and obtain information from the caller such as where the bomb is, where it is set to explode, what it looks like, what kind of bomb it is, why it is there and who the caller is. Note any identifying features about the caller (i.e. gender, speech patterns, background noise, identifying location).</li> </ul>
Step 2 Call 911	<ul style="list-style-type: none"> <li>Administrative staff to call 911 immediately and inform the operator that there is a current bomb threat on another phone line and provide the number of the line.</li> </ul>
Step 3 Team Touchbase	<ul style="list-style-type: none"> <li>Immediately gather the Safety Response Team</li> <li>Make quick discussion based on the information from the call and decide               <ul style="list-style-type: none"> <li>Whether the students should duck and cover</li> <li>How to evacuate students in the area where the bomb is claimed to be at</li> <li>Whether we should evacuate all students</li> <li>Other response plan impacted by the bomb threat information</li> </ul> </li> </ul>
Step 4 Announcement	<ul style="list-style-type: none"> <li>Safety Response Team staff will make announcements as soon as possible over the phone speaker, with the signal               <ul style="list-style-type: none"> <li>If duck and cover: <i>"Emergency. Duck and Cover. Emergency. Duck and Cover."</i></li> <li>If evacuated: <i>"Emergency. Leave the building. Evacuate the building. Emergency. Leave the building. Evacuate the building."</i></li> <li>If other instructions are more appropriate, make announcements accordingly.</li> </ul> </li> </ul>
Step 5 Cover/Evacuate	<ul style="list-style-type: none"> <li>If walkie talkies are not already on, turn on walkie talkies to Channel 10. Classroom teachers to take Emergency Backpack and Emergency Contact Roster</li> <li>Use radios, two-way radios and phones only if absolutely necessary as the frequencies may set off the bomb(s).</li> <li>Based on the announcement, duck and cover or evacuate using same order and routes as fire/earthquake</li> </ul>
Step 6 Take roll	<ul style="list-style-type: none"> <li>Take roll and notify the Safety Response Team of any missing students.</li> <li>Stay for further instruction.</li> </ul>
Step 6 Safety Team Search	<ul style="list-style-type: none"> <li>Before emergency crews are on campus, do not search for any bomb, or explosive.</li> <li>Search only for people who should be evacuated.</li> </ul>
Step 8 Further instructions & Return	<ul style="list-style-type: none"> <li>Do not resume school activities until the Safety Response Team announces <i>"All Clear. All Clear. Please return to your normal activity."</i></li> <li>If deemed necessary, the Safety Response Team will enact the Reunification Plan at the site of evacuation, or where a Law Enforcement Agency indicates.</li> </ul>

Bomb Threat (By Suspicious Object) Emergency Response	
Step 1 Discover the object	<ul style="list-style-type: none"> <li>Notify Administrative Staff immediately               <ul style="list-style-type: none"> <li>[Tamara Lemesh @ 707-695-1184 and Stephanie Felton Priestner @415-488-9572]</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>Do not touch the object but note any identifying features to describe it to the Safety Response Team and Emergency crews (Fire Department or Police Department)</li> <li>Keep students away from the vicinity of the suspicious object</li> </ul>
Step 2 Call 911	<ul style="list-style-type: none"> <li>Administrative staff to call 911 immediately and inform the operator that there is a current bomb threat on another phone line and provide the number of the line.</li> </ul>
Step 3 Team Touchbase	<ul style="list-style-type: none"> <li>Immediately gather the Safety Response Team</li> <li>Have a quick discussion based on the information from the call and decide <ul style="list-style-type: none"> <li>Whether the students should duck and cover</li> <li>How to evacuate students in the area where the bomb is claimed to be at</li> <li>Whether we should evacuate all students</li> <li>Other response plan impacted by the bomb threat information</li> </ul> </li> </ul>
Step 4 Announcement	<ul style="list-style-type: none"> <li>Safety Response Team staff will make announcements as soon as possible over the phone speaker, with the signal <ul style="list-style-type: none"> <li>If duck and cover: <i>“Emergency. Duck and Cover. Emergency. Duck and Cover.”</i></li> <li>If evacuated: <i>“Emergency. Leave the building. Evacuate the building. Emergency. Leave the building. Evacuate the building.”</i></li> <li>If other instructions are more appropriate, announce accordingly.</li> </ul> </li> </ul>
Step 5 Cover/Evacuate	<ul style="list-style-type: none"> <li>If walkie talkies are not already on, turn on walkie talkies to Channel 10. Classroom teachers to take Emergency Backpack and Emergency Contact Roster</li> <li>Use radios, two-way radios and phones only if absolutely necessary as the frequencies may set off the bomb(s).</li> <li>Based on the announcement, duck and cover or evacuate using same order and routes as fire/earthquake</li> </ul>
Step 6 Take roll	<ul style="list-style-type: none"> <li>Take roll and notify the Safety Response Team of any missing students.</li> <li>Stay for further instruction.</li> </ul>
Step 7 Safety team search	<ul style="list-style-type: none"> <li>Before emergency crews are on campus, do not search for any bomb, or explosive.</li> <li>Search only for people who should be evacuated.</li> </ul>
Step 8 Further instructions & Return	<ul style="list-style-type: none"> <li>Do not resume school activities until the Safety Response Team announces <i>“All Clear. All Clear. Please return to your normal activity.”</i></li> <li>If deemed necessary, the Safety Response Team will enact the Reunification Plan at the site of evacuation, or where a Law Enforcement Agency indicates.</li> </ul>

Other Emergency Situations

***Flood/Severe Weather***

Warnings of severe weather are usually received via public radio or the State Warning Center. If time and conditions permit, students may be sent home. However, if the weather conditions develop during school hours, without sufficient warning, students should be held at school.

- Executive Director will assess the situation.
- Safety Response Team will make an announcement over the phone speaker and walkie talkie to evacuate, stand by, stay indoors or may release students to go home.
- Safety Response Team will listen to the battery or crank-operated radio for further emergency information.

### ***Electrical/Gas/Water Failure***

1. Executive Director will notify the electrical company at [800-743-5000] water utility company at [415-945-1455] and/or the Fire Department at 415-473-6717
2. Safety Response Team will make an announcement over the PA or megaphone to evacuate or stand by.
3. Office staff and classroom teachers turn off computers and other equipment that might be damaged by a power surge when the service is restored.

### ***Chemical Spill/Biological Threat***

If substance released indoors:

1. Safety Response Team will make an announcement over the intercom speaker or walkie talkie to evacuate the building.
2. Safety Response Team will call 911 and the local fire department.
3. Safety Response Team locks or ropes off area – DO NOT TOUCH ANYTHING.
4. Evacuate room and TURN OFF air conditioning system.
5. If N95 masks are accessible, all staff and students should place them over their noses and mouths.
6. Any persons who contacted the substance should wash with soap and water in the bathroom. Contaminated clothing should be immediately removed. Contaminated persons should remain in the bathroom separate from the general school population. A list of contaminated persons should be provided to the Executive Director.
7. Safety Response Team should check for chemical safety data to determine clean-up procedure with custodians.

If substance released outdoors:

1. Upon hearing of a chemical leak (usually from the fire department or other city office) the Executive Director will determine if students should be evacuated.
2. Safety Response Team will make an announcement over the PA or megaphone to evacuate the building or stay indoors.
3. Close doors and windows and TURN OFF air conditioning / HVAC system.
4. If N95 masks are accessible, all staff and students should place them over their nose and mouth.
5. If it is necessary to leave the site, move crosswind, never more directly with or against the wind which may carry fumes.
6. Any persons who contacted the substance should wash with soap and water in the bathroom. Contaminated clothing should be immediately removed. Contaminated persons should remain in the bathroom separate from the general school population. A list of the contaminated people should be provided to the Executive Director.
7. Give first aid.
8. Do not reopen the school campus until ALL CLEAR response is activated by the Safety Response Team.

### ***Explosion***

If explosion is indoors on school campus:

1. All drop down to the floor and DROP AND COVER.
2. Turn away from the windows.
3. Take cover under a desk or table or against an interior wall.
4. Cover head with arms or hold to the cover.
5. After the initial blast, the Safety Response Team will consider the possibility of another imminent explosion, call 911 and elect the appropriate response which may include staying indoors or evacuating the building.
6. Once safely assembled in the Emergency Meeting Area, Teachers will take roll and report missing persons to the Safety Response Team.

If explosion is outdoors in surrounding areas:

1. Safety Response Team will activate STAY INDOORS.
2. Safety Response Team will call 911.
3. All remain indoors until the ALL CLEAR signal is given by the Safety Response Team.

### ***Death/Suicide***

1. Board Leadership and the Executive Director will be notified in the event of a death or suicide on campus.
2. Safety Response Team will phone 911 and the County Office of Education.
3. Safety Response Team will activate STAY INDOORS.
4. Executive Director will control and organize media.

5. Safety Response Team and/or Executive Director will notify relatives where the victim(s) have been taken and not divulge unnecessary details.
6. Assigned person(s) will ensure that counseling services are available as soon as possible.

### **Adaptation for Students with Disabilities**

Students with known disabilities should have emergency response accommodations noted in their 504 or IEP to indicate additional assistance that may need to be implemented in case of various emergencies covered by this safety plan. Students with known disabilities will also have a pre-designated location in their classrooms that are reserved for them during lockdown, shelter-in-place, and earthquakes.

In the event of an emergency, students with disabilities may have an additional staff person assigned to their classroom to carry out accommodations and assistance with disaster response procedures. The additional staff person will assist the student and teacher during the emergency response.

### **General Strategies for Assisting Individuals with Disabilities During an Evacuation**

The needs and preferences of non-ambulatory individuals will vary. Those at ground floor locations may be able to exit without help. Others may have minimal ability to move, and lifting may be dangerous. Some non-ambulatory people also have respiratory complications. Remove them from smoke and vapor immediately.

#### **To alert visually impaired individuals**

- ❑ Announce the type of emergency.
- ❑ Offer your arm for guidance.
- ❑ Tell the person where you are going, obstacles you encounter.

When you reach safety, ask if further help is needed.

#### **To alert individuals with hearing limitations**

- ❑ Turn lights on/off to gain a person's attention -OR-
- ❑ Indicate directions with gestures -OR-

Write a note with **EVACUATION** directions.

#### **To evacuate individuals using crutches, canes or walkers**

- ❑ **Evacuate** these individuals as injured persons.
- ❑ Assist and accompany to **EVACUATION** site, if possible -OR-
- ❑ Use a sturdy chair (or one with wheels) to move person -OR-

Help carry individuals to safety.

#### **To evacuate individuals using wheelchairs**

- ❑ Give priority assistance to wheelchair users with electrical respirators.
- ❑ Most wheelchairs are too heavy to take downstairs; consult with the person to determine the best carry options.

Reunite the person with the wheelchair as soon as it is safe to do so.

### Reunification Plan

After an emergency situation is resolved, if deemed necessary, we will initiate the reunification process where all students must be picked up by a parent, guardian, or authorized caregiver.

#### Reunification from Classrooms

Step 1 Return	<ul style="list-style-type: none"> <li>● Teachers will lead their students to return to homeroom classrooms quietly.</li> </ul>
Step 2 Role Assignment	<p>Safety Response Team will assign members to the following roles:</p> <ul style="list-style-type: none"> <li>● (1) Identifier: to locate at Point of Entry, equipped with a list of students and their parents</li> <li>● (2) Runners: to retrieve students from classrooms</li> <li>● (1) Guard at Point of Exit: to prevent unauthorized entrance</li> </ul>
Step 3 Area Designation	<p>The Safety Response Team will designate the following areas and mark with signage</p> <ul style="list-style-type: none"> <li>○ <b>Point of Entry</b> - Gravel Parking Lot</li> <li>○ <b>Reunification Point</b> - Classrooms or Dining Hall</li> <li>○ <b>Point of Exit</b> – Main Entrance/Exit</li> <li>○ <b>First Aid Station</b> - Office- Little House</li> </ul>
Step 4 Student Release Procedure	<ul style="list-style-type: none"> <li>● Parents will come to the Point of Entry and fill out a Student Release Form with the student name, grade and class and provide proof of identity.</li> <li>● The Identifier on the Safety Response Team will be at the Point of Entry with a list of students and their parents, and will verify all information.</li> <li>● Once identity is verified, a Runner will collect the Student Release Form and retrieve the student from their classroom or Dining Hall and bring them to the Reunification Point. The parent will be directed to the Reunification Point as well.</li> <li>● Support Services will be available at the Reunification Point</li> <li>● Once the parent and the student are ready to leave, they will be escorted through the Point of Exit.</li> </ul>

#### Reunification from Evacuation Point

Step 1 Line-up	<ul style="list-style-type: none"> <li>● Students will line up with their homeroom teacher and sit quietly. Classes will be lined up according to grade.</li> </ul>
Step 2 Role Assignment	<p>Safety Response Team will assign members to the following roles:</p> <ul style="list-style-type: none"> <li>● (1) Identifier: to located at Point of Entry, equipped with a list of students and their parents</li> <li>● (2) Runners: to retrieve students from classrooms</li> <li>● (1) Guard at Point of Exit: to prevent unauthorized entrance</li> </ul>
Step 3 Area Designation	<p>The Safety Response Team will designate the following areas and mark with signage</p> <ul style="list-style-type: none"> <li>○ <b>Point of Entry</b> - Gravel Parking Lot</li> <li>○ <b>Reunification Point</b> - Classrooms or Dining Hall</li> <li>○ <b>Point of Exit</b> – Main Entrance/Exit</li> </ul>

	○ <b>First Aid Station</b> - Office- Little House
Step 4 Student Release Procedure	<ul style="list-style-type: none"> <li>• Parents will come to the Point of Entry and fill out a Student Release Form with the student name, grade and class and provide proof of identity.</li> <li>• The Identifier on the Safety Response Team will be at the Point of Entry with a list of students and their parents, and will verify all information.</li> <li>• Once identity is verified, a Runner will collect the Student Release Form and retrieve the student from their classroom and bring them to the Reunification Point. The parent will be directed to the Reunification Point as well.</li> <li>• Support Services will be available at the Reunification Point</li> <li>• Once the parent and the student are ready to leave, they will be escorted through the Point of Exit.</li> </ul>

**Safety Response Team Members**

Name	Role
Tamara Lemesh	Vice Principal
Adam Bieniek	Office Administrator
Name	Office Administrator
Stephanie Felton-Priestner	Director

**Emergency Drill Schedule**

It is the Operations Team’s responsibility to schedule emergency drills throughout the year and record the date and time of each drill. The following drills are required:

- **Fire Drill:** At least once per month, a fire drill should be conducted in which all pupils, teachers, and other employees are required to vacate the building. The fire alarm should be tested every month, but this can be completed while students are off site in months when a fire drill is not performed.
- **Earthquake Drop & Cover Drill:** This drill should be performed twice per school year.
- **Major Disaster Drill:** This drill should be performed twice per school year so personnel are oriented to the School’s Major Disaster Plan.
- **Lock Down Drill:** This drill should be performed twice per school year.

Below is the drill schedule for our 2024-25 school year:

Drill	Date	Day	Time
Fire 1	10/22/24	TU	10:00
Lock Down 1	9/12/23	TU	TBD
Fire 2	1/23/25	FR	10:00
Fire 3	4/22/25	WE	10:00
Earthquake 1	12/19/24	TH	10:00
Earthquake 2	3/25/25	TU	TBD
Major Disastor	2/15/23	WE	TBD

Lockdown 2	3/23/23	TH	TBD
Fire 4	4/24/23	MO	TBD

*\*Dates and times are subject to change.*

## **Training**

We provide training on emergency drills to teachers and staff during our beginning of the year professional learning week as well as on the professional learning day on each Friday before the drill. We also send out email reminders on the drill procedures one day before the drill to remind the teachers.

Teachers conduct training for students according to their own schedule.

Safety Response Team developed checklists for every type of drill. We consolidate feedback for improvement after each drill, update our drill procedures as needed, and re-train the teachers and students accordingly.

## **Lockdown Drill Guidelines**

1. Lockdown drills shall not be “high-intensity” drills. This means they will not include simulations that mimic an active shooter or other armed assailant incident, and shall not, (i) use fake blood or theatrical makeup or other materials to give the impression of injury or death, (ii) shall not involve the use of actors or other individuals posing as armed assailants or victims, and (iii) shall not train students to actively resist an assailant by throwing objects, attacking, or swarming the assailant.
2. Lockdown drills shall not use real weapons, gunfire blanks, or explosions.
3. The school will ensure a trauma-informed approach to the design and implementation of the drill that ensures the drill process:
  - (i) is age and developmentally appropriate,
  - (ii) is only conducted after advance notice of the drill and its expected length of time are given to all parents/guardians and school employees subject to the drill;
  - (iii) provides an opportunity for parents/guardians to opt out their student out of the drill;
  - (iv) is preceded by an announcement of the lockdown drill and is followed by a closing announcement;
  - (v) is followed by a notice to parents/guardians after the drill has concluded; and
  - (vi) provides contact information for community-based resources to parents/guardians, students, and staff who are negatively impacted by the drills, which prioritizes school-based resources.

## Emergency Contact Datasheet


### Emergency Phone Numbers

Entity	Number
Emergency	911 OR 415-472-0911
[Fairfax] Police Department	415-453-5330
[Marin County Fire Dept. Woodacre] Fire Department	415-473-6717
American Red Cross, North Bay Chapter - Marin County	415-721-2365
County Sheriff, Office of Emergency Services	415-473-6584
MarinHealth Medical Center	415-925-7000
Kentfield Hospital	415-456-9680
MarinHealth Medical Center Emergency Room	415-925-7000
Electric Utility	800-743-5000
Water Utility	415-945-1455
California Poison Control System Hotline	1-800-222-1222
Marin Emergency Radio Authority Frequencies	Sheriff Low Band: 39.240
	Marin County Fire Mutual Aid Net: 151.040
	Marin County Fire Command Net: 156.240
	Medcial Mutual Aid: 155.100
	Tamalpais Fire Crew: 154.205
	Marin County Fire Tac 1: 154.740
	Marin County Fire Tac 2: 155.655

### Emergency Broadcast Stations

- Insert local emergency broadcast station frequencies

## School Maps

 Bothin Site Map.pdf

### IV. SEMS (Standardized Emergency Management System Plan)

#### Roles and Responsibilities

Incident Commander: [Stephanie Felton-Priestner]

The Incident Commander is the decision maker for the impacted school who is responsible for emergency operations to ensure safety of students, staff and others who are on campus. The Incident Commander (IC) shall remain at the Command Center to observe and direct all operations. Below is a checklist of responsibilities (can be delegated).

1. Assume command
2. Communicate a "signal" to the students and staff identifying the type of emergency
3. Call 911
4. Notify other administration leaders, Campus Supervisors, Support Staff, and on-campus childcare of the emergency
5. Activate the Emergency Plan components as needed (Command Staff, Plans, Operations, Logistics, and/or Finance) and establish a Command Center
6. Conduct initial briefing with the Command Staff
7. Monitor local emergency radio stations for local news
8. Utilize your Deputy Incident Commander to cover the Command Center, take regular breaks (5 minutes each hour, away from the Command Center)
9. Create an action plan with specific objectives including strategies to review and evaluate
10. Make provisions for language translators
11. Release teachers, as appropriate
12. Public Information Officer Review all incident information before release to the news media, parents or general public
13. Signal all-clear (Police Only will signal; if present)
14. Begin "Student Release Procedures" when appropriate.
15. Create an action plan with specific objectives for returning to normal operations
16. Debrief staff, parents/community, and students

Deputy Incident Commander: [Tamara Lemesh]

The Deputy Incident Commander assists the IC and takes over the duties of the IC if the IC is absent, has to leave or is unable to do their job. Below is a checklist of responsibilities.

1. Report to, attend briefings from, and assist the IC
2. Keep unauthorized people away from the IC
3. Responsible for Emergency Plans

Command Staff - Emergency Operations Coordinator: [Tamara Lemesh]

The Emergency Operations Coordinator facilitates the overall functioning of the Command Staff. Below is a checklist of responsibilities.

1. With the assistance of the Liaison Officer, coordinate outside agencies and define roles/responsibilities
2. Report to IC and attend briefings
3. Assist unit coordinators (Plans, Operations, Logistics and Finance), as needed
4. Indicate the process for emergency declarations
5. Develop status boards
6. Maintain a "position" log of staff
7. Monitor Command Staff for signs of stress or under-performance
8. Fill any unstaffed positions

Command Staff - Safety Officer: [Stephanie Felton-Priestner]

The Safety Officer ensures that all activities are conducted in as safe a manner as possible under the circumstances. The Safety Officer is the only person other than the IC who has the authority to stop an authorized plan from being put into action. Below is a checklist of responsibilities.

1. Attend briefings with IC
2. Monitor, assess, and correct operational activities for dangerous and unsafe conditions
3. Monitor stress levels of personnel involved in the response
4. If directed by IC, turn off gas supply, water supply and/or electricity
5. Oversee "Logistics" for equipment and supplies

Command Staff - Training Coordinator/Student Support Services: [Tamara Lemesh]

The Training Coordinator is responsible for all training prior to the incident. Below is a checklist of responsibilities.

1. Attend briefings with IC
2. Train staff prior to an emergency

Command Staff - Public Information Officer: [Heather Deyton]

The Public Information Officer acts as the official spokesperson for the school site in an emergency situation. A school site-based PIO should only be used if the media is on campus and the school PIO is not available or forthcoming. Below is a checklist of responsibilities.

1. Contact the Executive Director, Office Manager, School Board of Directors, and families as appropriate.
2. Contact administrator in charge of student support services to assign psychologists and counselors to the site.
3. Attend briefings with IC.
4. Identify yourself as the "PIO" with a vest, visor, or sign.
5. Establish a media information center away from the command post and students. Advise arriving media that the site is preparing a press release and approximate time of its issue.
6. Statements to media should include the following: cause, time, event, current situation, care being given, injuries, evacuation plans, student release location, resources in use, best routes to school, and any other information school wishes to be released to the public.
7. Convey that everything is going to be okay. Answer questions completely and truthfully. Avoid speculation, bluffing, inaccuracies, talking off the record, arguing and using the phrase "no comment." Repeat what you want the press to hear.
8. Ensure announcements and other information are translated into other languages as needed.
9. Assist with rumor control.
10. Keep all documentation to support the history of the event.
11. Remind staff and volunteers to refer all questions from media or waiting parents to the PIO.
12. Monitor new broadcasts about the incident; correct any misinformation heard.

Plans Chief: [Adam Bieniek]

The Plans Chief oversees the function of the action plan by documenting, disseminating information, assessing the seriousness of the incident, demobilization, etc. Staff is assigned to assist with these jobs. Below is a checklist of responsibilities.

1. Attend briefings with IC
2. Documentation Team
  - a. Develop, distribute, and document all actions and site maps
  - b. Receive and record student/staff attendance rosters
  - c. Collect completed student release forms from the Parent Emergency pick-up location
  - d. Complete a list of students/staff missing, absent, and medical for Emergency pick-up location
3. Message Team

- a. Maintain a message board
- 4. Communication Team
  - a. Record, collect, and evaluate information (keep all original notes – they are legal documents)
  - b. Monitor radio for local news
  - c. Maintain display boards for shelter status, transportation status, telephone numbers, school status, etc.
- 5. Damage Assessment Team
  - a. Report damage to Plans Chief who will report to IC
  - b. Use site and area maps to record site and surrounding area damages (i.e. road closures, utility outages, etc.)
- 6. Demobilization Team
  - a. Deploy and supervise personnel as needed to gather and assess intelligence information
- 7. Disaster Plan Update Team
  - a. Provide ongoing analysis of situation to Plans Chief who will report it to IC
  - b. Report status of resources
  - c. Prepare estimates of incident escalation or de-escalation
  - d. Report missing, absent, and medical students/staff to IC
- 8. Web Page Update Team
  - a. Using the school's or district's web page, communicate disaster updates to the community

Operations Chief: [Tamara Lemesh]

The Operations Chief exercises the functions of the operation by carrying out the plan, developing tactical objectives and directing all resources. Staff are assigned to assist with the jobs. Below is a checklist of responsibilities

- 1. Attend briefings with IC
- 2. Search and Rescue Team
  - a. Remain in contact with Operations Chief by radio
  - b. Search rooms both visually and vocally. Use chalk, grease pencil, etc. to mark slash (/) on door when entering room, and when leaving room complete search by closing slash in (X) on door.
  - c. As rooms are reported clear, radio to Operations Chief to mark "C" on site map
  - d. Utilize other teams as needed (Patient Transport, Morgue and First Aid). Do not use names of students/staff on radio/map
  - e. Record Triage on site map (I – Immediate; D – Delay; and DEAD – Dead)
- 3. Facilities/Hazardous Materials Team
  - a. Report gas/water leaks, fires or structural damage, to Operations Chief (gas, water and electricity shut-off needs approval of IC. Use yellow caution tape where necessary

- b. Record assessment of facilities and hazardous materials on site map
  - c. Photograph damage if possible before repair
- 4. Security Team
  - a. Lock gates and secure major external doors
  - b. Verify that campus is locked down to Operations Chief, who will report it to IC
  - c. Report non-staff and non-students to Operations Chief, who will report it to IC
  - d. Route all parents to “Parent Pick-up Area”
- 5. Patient Transport and Morgue Team
  - a. Transport patients to First Aid; do not transport to morgue unless directed by Operations Chief
  - b. Mark DEAD on tag listing date/time found, exact location found, name of DEAD, person who identified, and name of person filling out tag; attach one tag to DEAD and one tag to plastic bag if body is in bag
- 6. Medical-First Aid Team
  - a. Keep accurate records
  - b. Report deaths immediately to Operations Chief who will report it immediately to IC
  - c. Establish what I-Immediate and D-Delayed treatments will be
  - d. Consult with Wing Leaders regarding health care, medications, and meals for students and staff with known medical conditions (asthma, diabetes, etc.)
  - e. Establish scope of disaster with Operations Chief and determine probability of outside emergency medical support and transport needs. Emergency card must accompany student removed from campus to receive advanced medical treatment
- 7. Parent Pick-up Team (in reunification process)
  - a. Designate “Request Area/Gate” and “Release Area/Gate” for parents to pick-up; mark with signs
  - b. Verify that adult completing student release form is on student’s emergency card; retain form for record
  - c. If student is in class, have runner go to class and bring student to pick-up area
  - d. Release younger students first
  - e. Escort parent to Safety Response Team if student is missing or with Search and Rescue Team
  - f. Escort parent to medical area if student is receiving treatment
  - g. Teachers/Staff Wing Leaders
  - h. Liaison between teams and students/staff for communication, assistance, etc.
  - i. Assist teachers with attendance; buddy system and supervisor, if needed
- 8. Shelter Set-up Team

- a. Sleeping/living areas should be 40 square feet per person and good ventilation
- b. Designate storage area for food and supplies that can be accessed by truck
- c. Improvise toilets, if necessary, using 5 gallon buckets/trash cans and trash liners
- d. Keep medication locked up, if possible

Logistics Chief: [Adam Bieniek]

The Logistics Chief is responsible for providing facilities, personnel, services and resources to meet the needs of the incident. Below is a checklist of responsibilities.

1. Attend briefings with IC
  - a. Supply Teams (Command, Search and Rescue, Medical, Student/Staff, Transport, Morgue, and Builders/Sanitation)
  - b. Maintain a visible chart of resources
  - c. Determine water supply needs (1/2 gallon/day/person and 5 gallons/day for other uses)
  - d. Determine food supply needs (2500 calories/day/person/; approximately 3 ½ pounds unprepared food)
  - e. Obtain supplies other than food and water
  - f. Provide ability to transport staff/students if necessary throughout the city (i.e. medical, etc.)
2. Builders/Sanitation Team
  - a. Set up food preparation facilities, command post shelter area, parent pick-up area, supply check-out area, medical area, assembly area, morgue, etc.
  - b. Obtain sanitary supplies (1 toilet/40 persons; 6 toilets/200 persons; 14 toilets/500 persons)
  - c. Maintain computer support

Finance Chief: [Mark Puccinelli]

The Finance Chief is responsible for monitoring costs related to incident, procurements, claims and community helpers. Below is a checklist of responsibilities.

1. Attend briefings with IC
2. Claims/Procurements /Community Helpers Team
  - a. Track financial records, staff hours, purchasing, etc.
  - b. Complete state and federal claim forms for IC
  - c. Make prior agreements with closest stores (i.e. Safeway, etc.) for supplies
  - d. Make prior arrangements with community helpers (i.e. retired doctors, etc.)
  - e. Do a cost analysis of incident/disaster



## **V. School Safety Practices, Policies and Procedures**

### **Child Abuse and Neglect Reporting**

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

Heartwood Charter School will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

### **Suspension and Expulsion Policy and Procedures**

#### **Suspension and Expulsion Policy**

The Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at Heartwood Charter School. In creating this policy, Heartwood Charter School has reviewed Education Code Section 48900 et seq. which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 et seq. Heartwood Charter School is committed to an annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from Heartwood Charter School. This policy shall serve as Heartwood Charter Schools' policy and procedures for student suspension and expulsion, and it may be amended from time to time without the need to amend the charter so long as the amendments comply with legal requirements.

Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will clearly describe discipline expectations.

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

Heartwood Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available in the Parent/Student Handbook.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion. A student identified as an individual with disabilities or for whom Heartwood Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. Heartwood Charter School will follow all applicable federal and state laws, including, but not limited to, the IDEA, Section 504, the California Education Code, and their implementing regulations, when imposing any form of discipline on a student identified as an individual with disabilities or for whom Heartwood Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student's parent, guardian, or educational rights holder initiates the procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

- A. Grounds for Suspension and Expulsion of students A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

## B. Enumerated Offenses

- a. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
  - i. Caused, attempted to cause, or threatened to cause physical injury to another person.
  - ii. Willfully used force or violence upon the person of another, except self-defense.
  - iii. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - iv. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - v. Committed or attempted to commit robbery or extortion.
  - vi. Caused or attempted to cause damage to school property or private property, which includes, but is not limited to, electronic files and databases.
  - vii. Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.
  - viii. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
  - ix. Committed an obscene act or engaged in habitual profanity or vulgarity.
  - x. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
  - xi. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall apply to pupils in any of grades 4 to 12, inclusive.
  - xii. Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.
  - xiii. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
  - xiv. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.

- xv. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- xvi. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school sanctioned events.
- xvii. Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes, but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- xviii.
- xix. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- xx. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- xxi. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting

- classwork, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating
- xxii. an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- xxiii. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - a. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    - b. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    - c. Causing a reasonable student to experience substantial interference with his or her academic performance.
    - d. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
  2. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    - a. A message, text, sound, video, or image.
    - b. A post on a social network Internet Web site including, but not limited to:
      - i. Posting to or creating a burn page. A "burn page" means an Internet Website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
      - ii. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above.

- iii. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
  - c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- 3. An act of cyber sexual bullying.
  - a. For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - b. For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities. educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 4. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b). Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item

from a certificated school employee, with the Superintendent or designee's concurrence.

- xxiv. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:
1. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee's concurrence.
- xxv. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
1. Caused, attempted to cause, or threatened to cause physical injury to another person.
  2. Willfully used force or violence upon the person of another, except self-defense.
  3. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053- 11058, alcoholic beverage, or intoxicant of any kind.
  4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  5. Committed or attempted to commit robbery or extortion.
  6. Caused or attempted to cause damage to school property or private property, which includes, but is not limited to, electronic files and databases.
  7. Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.
  8. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
  9. Committed an obscene act or engaged in habitual profanity or vulgarity.
  10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
  11. Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.

12. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
13. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
16. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
17. Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes, but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
18. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable

person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

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

- b. “Electronic Act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
1. A message, text, sound, video, or image.
  2. A post on a social network Internet Web site including, but not limited to:
    - a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  3. An act of cyber sexual bullying.
    - a. For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or

more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

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

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

ii. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

iii. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee’s concurrence.

1. Non-Discretionary Expellable Offenses:  
Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee's concurrence. If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, onto campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy. The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm. The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

- C. Suspension Procedure Suspensions shall be initiated according to the following procedures:
- a. Conference Suspension shall be preceded, if possible, by a conference conducted by the Superintendent or designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the President & CEO or designee. The conference may be omitted if the Superintendent or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference. At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(b)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.
  - b. Notice to Parents/Guardians At the time of the suspension, the Superintendent or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.
  - c. Suspension Time Limits/Recommendation for Placement/Expulsion Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Superintendent or designee, the pupil and the pupil’s guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil’s parents, unless the pupil and the pupil’s parents fail to attend the conference. This determination will be made by the Superintendent or designee upon either of the following determinations: 1) the pupil’s presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to

others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing

- D. Authority to Expel: As required by Education Code Section 47605(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law. A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.
- E. Expulsion Procedures: students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Superintendent or designee determines that the pupil has committed an expellable offense. In the event an Administrative Panel hears the case, it will make a recommendation to the Governing Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing. Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:
- a. The date and place of the expulsion hearing
  - b. A statement of specific facts, charges and offenses upon which the proposed expulsion is based
  - c. A copy of Heartwood Charter School' disciplinary rules which relate to the alleged violation
  - d. Notification of the student's and/or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment
  - e. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor
  - f. The right to inspect and obtain copies of all documents to be used at the hearing
  - g. The opportunity to confront and question all witnesses who testify at the hearing
  - h. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses
- F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses: Heartwood Charter School may, upon finding a good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the

hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

- a. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five (5) days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- b. Heartwood Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- c. At the discretion of the entity conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross- examination during which he or she may leave the hearing room.
- d. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- e. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- f. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- g. If one or both of the support persons is also a witness, Heartwood Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to Heartwood Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- h. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- i. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the pupil being expelled, the

complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are not alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing by means of closed-circuit television.

- j. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.
- G. Record of Hearing A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.
- H. Presentation of Evidence While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay, and sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. If, due to a written request by the accused pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public. The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The final decision by the Board of Directors shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final. If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.
- I. Written Notice to Expel The Superintendent or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new

district in which the student seeks to enroll of the student's status with the Charter School. The Superintendent or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

- J. Disciplinary Records Heartwood Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.
- K. No Right to Appeal The pupil shall have no right of appeal from expulsion from Heartwood Charter School as the Heartwood Charter School Board of Directors' decision to expel shall be final.
- L. Expelled Pupils/Alternative Education Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. Heartwood Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.
- M. Rehabilitation Plans students who are expelled from Heartwood Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to Heartwood Charter School for admission.
- N. Readmission The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board of Directors following a meeting with the Superintendent or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Superintendent or designee shall make a recommendation to the Board of Directors following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Heartwood Charter School' capacity at the time the student seeks readmission.
- O. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities
  - a. Notification of SELPA: Heartwood Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that Heartwood Charter School or the SELPA would be deemed to have knowledge that the student had a disability.
  - b. Services During Suspension Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in

another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

- c. Procedural Safeguards/Manifestation Determination Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, Heartwood Charter School, the parent/guardian, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:
  - i. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
  - ii. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

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

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

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior;
- and c. Return the child to the placement from which the child was removed, unless the parent/guardian and Heartwood Charter School agree to a change of placement as part of the modification of the behavioral intervention plan. If Heartwood Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then Heartwood Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

- d. Due Process Appeals The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation

determination, or Heartwood Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures. When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or Heartwood Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the fortyfive (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and Heartwood Charter School agree otherwise. In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing. In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

- e. Special Circumstances Heartwood Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct. The Superintendent or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:
  - i. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
  - ii. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
  - iii. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.
- f. Interim Alternative Educational Setting: The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.
- g. Procedures for Students Not Yet Eligible for Special Education Services A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated Heartwood Charter School' disciplinary procedures may assert the procedural safeguards granted under this administrative

regulation only if Heartwood Charter School had knowledge that the student was disabled before the behavior occurred.

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

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

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

If Heartwood Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. Heartwood Charter School shall conduct an expedited evaluation if requested by the parent/guardian; however, the student shall remain in the education placement determined by Heartwood Charter School pending the results of the evaluation. Heartwood Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

### **Notification of Dangerous Pupils**

Heartwood Charter School desires to provide a safe, orderly working environment for all employees. The school shall ensure that employees are informed, in accordance with law, regarding crimes and offenses by students who may pose a danger in the classroom. Pursuant to Welfare & Institution Code section 827(b) and Education Code section 48267, a criminal court will notify school administration when a student has engaged in certain criminal conduct. This information is forwarded to the Executive Director, who is responsible for prompt notification of the student's teachers, other administrators, and

the student's counselor. This information must be kept confidential and may not be disseminated by any employee receiving such a notification to any other person.

Additionally, all teachers will be provided with a list of students in their classes who have one or more suspensions of a serious or violent nature in the current year or in the previous three years. This information will be provided at the beginning of the year or semester or whenever new students are enrolled or added to a class. Teachers will be advised that such information is confidential and not to be further disseminated.

## **Anti-Discrimination/Anti-Harassment Policy and Hate Crime Reporting**

### Harassment, Intimidation, Discrimination & Bullying Policy

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

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

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

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

Moreover, Heartwood Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with which Heartwood Charter

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

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

Stephanie Felton-Priestner

Executive Director

170 Liberty School Road

Petaluma, Ca 94592

Stephanie@HeartwoodCharterSchool.org

### Hate Crime Reporting Procedures and Policies

Students and staff are encouraged to report all incidents wherein they feel they have been the victim of or witnessed an incident regarding hate crime, bullying, etc. Heartwood Charter utilizes an internal online communication and monitoring platform. Policies that address hate violence include the Harassment, Intimidation, Discrimination, and Bullying policy and the UCP, which can both be included in the appendices. Found in Suspension and Expulsion Policy

### **School Dress Code**

Any clothing, signs, attire, or paraphernalia which are identified by site administration as being “gang related” or which cause rival gangs to be openly hostile to each other or create an atmosphere of intimidation on campus may be forbidden. Students are prohibited from wearing gang-related apparel, carrying gang paraphernalia, or making gestures that symbolize gang membership when there is evidence of a gang presence that disrupts or threatens to disrupt the school’s activities.

### **Safe Ingress/Egress Procedures**

### Classroom and School Volunteer, Visitation, and Removal Policy

## **Bothin Onsite Volunteers**

Before an individual can volunteer onsite, please make sure you have completed the following items:

1. Email [bothin@heartwoodcharterschool.org](mailto:bothin@heartwoodcharterschool.org) and the Bothin teacher with your request to volunteer. Please include the following information:
  - Full Name
  - Contact Phone Number
  - Class or grade you will be volunteering in
  - Relationship to the student in the class(es) listed above
2. The Bothin Admin team will let you know that your request to volunteer is being processed and the following items are needed before coming to campus
  - Copy of your Drivers License
  - Copy of vehicle insurance
  - Driver Authorization must be completed and provided to the Office Staff at the Bothin campus
  - Clear TB results- for more information on the Marin County Health and Human Services TB requirements view this webpage. They also provide several days and time throughout the week for FREE TB tests and results
  - Completed Livescan form with receipt

No more than \$55 will be reimbursed to the person who will be volunteering on campus. If you are seeking reimbursement. [Make a copy of this form](#) (please do not use the original) and email it back to [bothin@heartwoodcharterschool.org](mailto:bothin@heartwoodcharterschool.org)

While Heartwood Charter School encourages parents/guardians and interested members of the community to visit the charter school and view the educational program. Nevertheless, to ensure the safety of students and staff as well as to minimize interruption of the instructional program, the school has established the following procedures, to facilitate volunteering and visitations during regular school days:

### ***Volunteering***

Parents or guardians who are interested in volunteering in the classroom must adhere to the following guidelines:

1. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be (1) fingerprinted and (2) receive background clearance prior to volunteering without the direct supervision of a credentialed employee.
2. A volunteer shall also have on file with the school office a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the Board of Directors, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with pupils.
3. Volunteering must be arranged with the classroom teacher and Executive Director or designee, at least forty-eight (48) hours in advance.
4. Except for special circumstances, approved by the Executive Director, a volunteer may not volunteer in the classroom for more than three (3) hours per month.
5. Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aid the volunteer may leave their volunteer position for that day.
6. Information gained by volunteers regarding students (e.g. academic performance or behavior) is to be maintained in strict confidentiality.
7. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of registering and signing out of the campus at the main office as indicated below.
8. This Policy does not authorize the school to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

### **Visitation**

1. Visits during school hours should first be arranged with the teacher and Executive Director or designee, at least forty-eight (48) hours in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least forty-Executive Director or designee.
2. All visitors shall sign in at the office and complete a Visitor's Permit in the main office immediately upon entering any school building or grounds during regular school hours. When registering, the visitor is required to provide his/her name, address, age (if under 21), his/her purpose for entering school grounds, and proof of identity.
3. If the visitor is a government officer/official (including but not limited to local law enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes

school access. Heartwood Charter School shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by the school consistent with the law. The Governing Board and Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.

4. For purposes of school safety and security, the Executive Director or designee may design a visible means of identification for visitors while on school premises.
5. Except for unusual circumstances, approved by the Executive Director, visits should not exceed approximately sixty (60) minutes in length and may not occur more than twice per semester.
6. While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher's and Executive Director's written permission.
7. Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors Log Book in the main office.
8. The Executive Director, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.
9. The Executive Director or designee may withdraw consent to be on campus even if the visitor has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt the school's orderly operation. If consent is withdrawn by someone other than the Executive Director, the Executive Director may reinstate consent for the visitor if the Executive Director believes that the person's presence will not constitute a disruption or substantial and material threat to the school's orderly operation. Consent can be withdrawn for up to fourteen (14) days.
10. The Executive Director or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or withdrawn, promptly leave school grounds. When a visitor is directed to leave, the Executive Director or designee shall inform the visitor that if he/she reenters the school without following the posted requirements he/she will be guilty of a misdemeanor.
11. Any visitor that is denied registration or has their registration revoked may request a hearing. The request shall be in writing, shall state why the denial or revocation was improper, shall give the address to which notice of conference is to be sent, and shall be delivered to the Executive Director within fourteen (14) days of the denial or revocation of consent. The Executive Director shall promptly mail a written notice of the date, time, and place of the hearing to the person who requested the conference. A hearing shall be held within seven (7) days after the Executive Director receives the request. If no resolution can be agreed upon, the Executive

Director shall forward notice of the complaint to the Board of Directors. The Board of Directors shall address the Complaint at the next regular board meeting and make a final determination.

12. At each entrance to the campus, signs shall be posted specifying the hours during which registration is required, stating where the office of the Executive Director or designee is located, and what route to take to that office, and setting forth the penalties for violation of this policy.
13. The Executive Director or designee shall seek the assistance of the police in managing or reporting any visitor in violation of this Policy.

### ***Penalties***

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, he/she will be guilty of a crime as specified which is punishable by a fine of up to \$500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
2. Under California Education Code section 44811, disruption by a parent, guardian or other person at a school or school sponsored activity is punishable, upon the first conviction by a fine or no less than \$500.00 (five hundred dollars) and no more than \$1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both the fine and imprisonment.
3. Disruptive conduct may lead to pursuit of a restraining order against a visitor, which, if granted, would prohibit them from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

## Drop-off And Pick-up Policy

[Include description of drop-off and pick-up procedures and map/diagram illustrating same.]

## **Safe and Orderly Environment/Disciplinary Procedures**

Heartwood Charter School maintains a safe and orderly learning environment by, among other things, enforcing its rules and procedures on student discipline as set forth in this safety plan and in the Student Handbook.

Heartwood Charter School students are required to adhere to the Student Code of Conduct, which is included in the Student Handbook.

## **Reporting of Dangerous, Violent, or Unlawful Activities**

Heartwood Charter School takes its role in providing a safe and trusted learning environment very seriously. If any student, family member, or member of Heartwood Charter School's extended community learns of any dangerous, violent, or unlawful activity that they believe has occurred, is occurring, or may occur at the school or at or near any school-sponsored or school-related event or location, they are strongly encouraged to report that activity—anonously if necessary—to the Executive Director.

A report can be sent by a legible written note, by email, or by telephone to the following: Stephanie Felton-Priestner @ [stephanie@heartwoodcharterschool.org](mailto:stephanie@heartwoodcharterschool.org). Reports should include place, time, the general nature of the activity being reported, whether any life-threatening activity or weapons are involved, and any other important details. Any report of activity that imminently threatens or involves an imminent potential loss of life should first be made to 9-1-1, immediately.

Heartwood Charter School shall promptly review every report received as soon as possible, shall make a record of every report received, and shall make a reasonable inquiry into each, as necessary, to ensure to the greatest reasonable extent that no dangerous, violent, or unlawful act occurs at any school-related or school-sponsored event, or on school-provided transportation to any such event. The investigatory response taken by the school and actions taken will be logged as well.

## **Life Threatening Medical Emergency Procedures**

Medical emergencies and accidents can occur at any time and may involve a student or employee. Some emergencies may only require first aid care, while others may require immediate medical attention.

1. Medical emergencies involving students or employees must be reported to the School Principal or designee.
2. Dial 911 or direct someone to do so, provide the following information:
  1. School name and phone number
  2. Building address including nearest cross street(s)
  3. Exact location within the building
  4. Your name and phone number
  5. Nature of the emergency
3. Do not hang up until advised to do so by dispatcher
4. Send a runner to notify the school office that an individual has been injured and an ambulance has been called.
5. Ask someone to dispatch a first aid/CPR trained employee to the victim.
6. If the victim is showing signs of cardiac arrest and is on a school site with an automatic external defibrillator (AED), procedures for retrieval and operation of the AED shall be followed and volunteers trained in the use of an AED shall be brought to the victim as soon as possible. If on a school site without an AED, proceed to call 911 immediately.
7. Stay calm. Keep the victim warm with a coat or blanket. Do not leave a person unattended.
8. Do not move the victim unless there is danger of further injury.
9. Do not give the victim anything to eat or drink.
10. Draft a written incident report and submit it to the School Principal, or his/her designee, before the end of the next workday. Whenever 911 is called, an incident report must be created within 24 hrs.

## **Response to Apparent Opioid Overdose**

### **STEP 1: Evaluate for Signs of Overdose.**

- a. All employees will be trained to recognize the following signs of an opioid overdose:
  - Unconsciousness or inability to awaken;
  - Slow or shallow breathing or breathing difficulty, such as choking sounds or a gurgling/snoring noise from a person who cannot be awakened; and
  - Fingernails or lips turning blue/purple.
- b. If any person is suspected of suffering an overdose, any employee shall first attempt to stimulate the person by:
  - Calling the person's name;
  - Then, vigorously grinding knuckles into the sternum (breastbone) or rub knuckles on the person's upper lip.

- c. If the person responds, assess whether he or she can maintain responsiveness and breathing.
- d. Continue to monitor the person, including breathing and alertness, and try to keep the person awake and alert.
- e. If unresponsive, call 911, consider providing rescue breathing if the person is not breathing on their own or get help from someone trained in emergency response techniques, and administer one dose of naloxone or get help from someone trained and comfortable administering a naloxone product.

**STEP 2: Call 9-1-1.** Calling 9-1-1 at the appropriate time is an essential step to getting someone with medical expertise to care for the person suspected of experiencing an opioid overdose. If no emergency medical services (EMS) or other trained personnel are on campus, activate the 9-1-1 emergency system immediately. All that needs to be reported is “Someone is unresponsive and not breathing” and then report the specific address and/or description of the location on the campus where the person is located. After relaying this information, follow the dispatcher’s instructions. If appropriate, the 9-1-1 operator will instruct you to begin CPR and implement rescue breathing, which you may perform or have another responsible and/or trained adult perform. Follow these and all instructions given by 911 operators until emergency responders arrive.

**STEP 3: Administering Naloxone.** Employees will be trained on the administration of naloxone according to the instructions provided with the naloxone product maintained at the school.

- a. If a person does not respond within 2-3 minutes after administering a dose of naloxone administer a second dose of naloxone.
- b. The duration of effect of naloxone depends on the dose, method of administration, and overdose symptoms. The goal of naloxone therapy should be to restore adequate spontaneous breathing, but not necessarily complete arousal.
- c. More than one dose of naloxone may be needed to revive someone who is overdosing. People who have taken longer acting or more potent opioids may require additional doses or forms of naloxone therapy.
- d. Comfort the person being treated, as withdrawal triggered by naloxone can feel unpleasant. Some people may become agitated or confused, which may improve by providing reassurance and explaining what is happening.

**STEP 4: Support the Person’s Breathing.** Supporting breathing is an important intervention and may be lifesaving on its own. Rescue breathing can be very effective in supporting respiration, and chest compressions can provide ventilatory support. If trained to perform rescue breathing and comfortable doing so, it is recommended that you administer it to someone experiencing opioid overdose symptoms if they are having difficulty breathing. If you are not trained in rescue breathing or are not comfortable administering rescue breathing, call for help from school medical personnel, if any, or other individuals who may be trained in rescue breathing or other emergency medical response techniques.

- a. Rescue breathing for adults involves the following steps:
  - Be sure the person's airway is clear (check that nothing inside the person's mouth or throat is blocking the airway).
  - Place one hand on the person's chin, tilt the head back, and pinch the nose closed.
  - Place your mouth over the person's mouth to make a seal and give two slow breaths.
  - Watch for the person's chest (but not the stomach) to rise.
  - Follow up with one breath every 5 seconds.
- b. Chest compressions for adults involve the following steps:
  - Place the person on his or her back.
  - Press hard and fast on the center of the chest.
  - Keep your arms extended.

**STEP 5: Monitor the Person's Response.** All should be monitored for recurrence of signs and symptoms of opioid toxicity for at least 4 hours from the last dose of naloxone or discontinuation of naloxone infusion. Most people respond to naloxone by returning to spontaneous breathing within 2-3 minutes of receiving a dose of naloxone. Because naloxone has a relatively short duration of effect, overdose symptoms may return, so it is essential to get the person to an emergency department or other source of medical care as quickly as possible, even if the person revives after the initial dose of naloxone and seems to feel better.

**DO's and DON'T's:**

**DO** attend to the person's breathing and cardiovascular support needs by administering oxygen or performing rescue breathing and/or chest compressions.

**DO** administer naloxone and utilize a second dose if no response to the first dose.

**DO** put the person in the "recovery position" on the side, if you must leave the person unattended for any reason.

**DO** stay with the person and keep them warm.

**DON'T** slap or forcefully try to stimulate the person; it will only cause further injury. If you cannot wake the person by shouting, rubbing your knuckles on the sternum, or light pinching, the person may be unconscious.

**DON'T** put the person into a cold bath or shower. This increases the risk of falling, drowning, or going into shock.

**DON'T** try to make the person vomit drugs that may have been swallowed. Choking or inhaling vomit into lungs can cause a fatal injury.

**NOTE:** all naloxone products have an expiration date, so it is important to check the expiration date and obtain replacement naloxone as needed.



# HEARTWOOD

---

CHARTER SCHOOL

**Instructional Continuity Plan  
For Non-Classroom Based Schools that Provide In-Person Instruction**

Board Adopted: June 24, 2025

## TABLE OF CONTENTS

INTRODUCTION	3
<b>DEFINITIONS</b>	3
STUDENT AND FAMILY ENGAGEMENT	3
Initial Notification.....	4
Remote Instruction.....	4
Communication.....	5
INSTRUCTION AND ASSESSMENT	6
Independent Study Agreements.....	6
Course Content.....	6
Assessments.....	6
Academic Support.....	6
EQUITABLE ACCESS	6
Students with Disabilities.....	7
English Learners.....	7
Foster Students and Students Experiencing Homelessness.....	7
Mental Health Needs.....	8
ADDITIONAL SUPPORT SERVICES	8
Meals.....	8
Alternative Sources of Electricity & Internet.....	8
After School Care.....	8
RETURN TO IN-PERSON LEARNING	9

## **INTRODUCTION**

Pursuant to Senate Bill 153 and California Education Code section 32282, subdivision (a)(3)(A), Heartwood Charter School (“HCS” or “Charter School”) adopts the following Instructional Continuity Plan (“ICP”) to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to a qualifying emergency or a natural disaster pursuant to California Education Code 41422 and 43692(a), and it materially reduces the Charter School’s average daily attendance (“Emergency Event”).

The Instructional Continuity Plan (“ICP”) states how HCS will:

1. Establish communication with students and families not later than five (5) calendar days of an Emergency Event that disrupts in-person education, with the goal being to establish two-way communication and to identify and provide students with social-emotional, mental health, and academic supports; and
2. Establish access to alternative in-person instruction, remote instruction, or a hybrid model no more than ten (10) instructional days after an Emergency Event disrupts in-person education.

## **DEFINITIONS**

“Remote Learning” means instruction in which the student and certificated teacher are in different locations and instruction shall be aligned with traditional independent study per Education Code 51745-51747.5. Instructional time shall be based on the time value of the learning tasks and assignments delegated by the teacher.

“In-person instruction” means instruction under the immediate physical supervision and control of a certificated employee of the Charter School while engaged in educational activities required of the student at the Charter School’s Resource Center(s) or at an alternative location, such as another school that may be site-based.

“Two-way communication” may include phone calls, email, or instant messaging through ParentSquare, the Charter School’s portal.

“Emergency or natural disaster” may include wildfires, earthquakes, severe weather, floods, landslides, tsunamis, pandemic, infectious disease outbreaks, chemical/hazardous materials spill or threat, etc.

## **STUDENT AND FAMILY ENGAGEMENT**

To provide consistency during an Emergency Event, the Charter School’s primary mode of communication shall be through ParentSquare. This platform provides a secure environment to communicate with each student and their parent/guardian through instant messages, classroom postings, flyers, and embedded documents. In addition to ParentSquare, teachers will communicate with parents/guardians on a regular basis through traditional communication channels (i.e. phone calls, online classroom postings, Zoom, etc.) regarding each student’s academic progress, attendance/participation, behavior, and social-emotional well-being.

## **Initial Notification**

HCS shall:

Engage students and families as soon as practicable following an Emergency Event that disrupts in-person learning. The initial communication establishing two-way communication with students and their families shall occur no later than five (5) calendar days following an Emergency Event. This communication shall:

- Notify students and families that in-person instruction at Resource Centers or remote instruction will be disrupted as a result of the emergency or natural disaster;
- Provide students and families with a status update, based on the most up-to-date and credible sources available, on the nature and extent of the emergency or natural disaster;
- Inform the Charter School community of the methods the school will use to communicate with students and families while in-person instruction is disrupted;
- Request that students and families check in and report their physical well-being, as well as any immediate social-emotional, mental health, and academic needs;
- Provide support for students' social-emotional, mental health, and academic needs by using internal resources to the extent available, and by referring families to any community-based or emergency-focused resources and services providers that may be available; and

## **Remote Instruction**

Charter School shall provide access to in-person, remote, or hybrid instruction as soon as practicable, but no more than ten (10) instructional days following the emergency or natural disaster, which includes:

- If in-person instruction is not feasible, the Charter School will transfer the in-person instruction to remote instruction pursuant to HCS's Independent Study Policy and procedures;
- Provide access to instructional resources such as a laptop, internet, and instructional materials to participate in remote instruction as follows: pick up at the Bothin Resource Center, through CST intervention and our Lending Library members
- If the online portal is not accessible due to unforeseen disruptions, students and families will be provided with Zoom access to ensure schoolwork from teachers related to assignments, instruction, and assessments is uninterrupted; or
- If an Emergency Event disrupts in-person learning and independent study is not feasible, a student may also be offered enrollment in or be temporarily reassigned to another site, school district, county office of education, or charter school<sup>1</sup>. This information will be determined on a

---

<sup>1</sup> When a student is temporarily reassigned to another LEA outside of the school district in which the student's parent(s) or

case-by-case basis and communicated to each impacted family. The Charter School has established partnerships with Liberty Elementary School District to temporarily support HCS's students

### **Communication**

HCS' communication platform is ParentSquare and all communications regarding an Emergency Event will be posted on this platform, which is accessible to all students, parents/guardians, and HCS employees.

ParentSquare will also be used to provide instructions to the school community regarding how and when families will access instruction, academic supports, social-emotional resources, and important updates regarding when in-person instruction will resume at the Resource Center(s).

Other forms of communication will be as follows:

- Questions regarding academic instruction, assessments, homework, etc. will occur through ParentSquare;
- Teachers will communicate with parents/guardians on a regular basis through traditional communication channels (i.e. ParentSquare, Google Classroom, etc);
- The Charter School's website and ParentSquare will:
  - Identify whether instruction may continue through in-person, remote, or hybrid;
  - Provide updates and solutions about the impact the Emergency Event is having on providing in-person, remote, or hybrid instruction; and
  - Provide an outlook for when and how normal operations will resume through the Charter School's ParentSquare, and when in-person or remote instruction will resume.
- If the Emergency Event has negatively impacted power or internet services, flyers will be posted at local community centers, libraries, and other publicly accessible locations.

This information will be provided upon the Charter School's emergency closure and updated every day.

## **INSTRUCTION AND ASSESSMENT**

### **Independent Study Agreements**

All students will be asked to sign an independent study agreement during the enrollment/re-enrollment period every year to ensure agreements are in place prior to an Emergency Event that limits or prevents access to the school site.

### **Course Content**

---

guardian resides, then, notwithstanding any other law, that student shall be deemed to have complied with the residency requirements for attendance in the LEA that is temporarily serving the student pursuant to this ICP.

The Charter School shall provide content aligned to grade level standards that are substantially equivalent to in-person instruction. For high school grade levels, this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.

### **Assessments**

Teachers will use the following assessment tools to check for student understanding: Renaissance/STAR.

The Charter School will use multiple assessment tools to determine each student's areas of progress and growth, including: Renaissance/STAR, IXL, AMIRA.

Each student and their parent/guardian will receive confidential results of the above assessments through Regonline

### **Academic Support**

Students demonstrating the need for additional support will be contacted by Academic Specialists and Special Education to discuss remedial measures or to convene a Student Support Team ("SST"), Section 504, or Individualized Education Program ("IEP") Team meeting to review additional accommodations, services, or support.

Teachers will maintain virtual office hours to provide students or a student's parent/guardian the opportunity to clarify assignments, request additional academic support, or address other areas of concern. Each teacher's office hours will be posted within their virtual classroom.

### **EQUITABLE ACCESS**

The Charter School shall utilize its multi-tiered systems of support ("MTSS") to address the needs of students who are not performing at grade level, or who need support in other areas, such as English Learners, students in foster care or students who are experiencing homelessness, and/or students requiring mental health support. The Charter School complies with the Individuals with Disabilities Education Act ("IDEA") and is committed to meeting the needs of individuals with exceptional needs in order to be consistent with the student's individualized education program ("IEP"). Policies, procedures, and guidelines are in place to ensure that students are identified, assessed, and provided a free appropriate public education ("FAPE") in the least restrictive environment. The Charter School complies with Section 504 of the federal Rehabilitation act of 1973 (29 U.S.C. Sec. 794) and is committed to providing equivalent access to and providing a FAPE to all students with disabilities.

### **Students with Disabilities**

The Charter School shall provide and maintain all accommodations and services in accordance with the emergency alternative plan outlined within each student's IEP and Section 504 Plan.

The Director of Special Education will oversee the implementation of each student's IEP within the remote learning environment. All inquiries related to a student's IEP should be directed to Director of Special Education at Heather Deyden ([sped@heartwoodcharterschool.org](mailto:sped@heartwoodcharterschool.org)).

The Bothin School Counselor will oversee the implementation of each student's Section 504 Plan within the remote learning environment. All inquiries related to a student's Section 504 Plan should be directed to the Bothin School Counselor at [sped@heartwoodcharterschool.org](mailto:sped@heartwoodcharterschool.org).

### **English Learners**

All students who are English Learners ("EL") will receive English Language Development ("ELD") support while enrolled in remote learning. Each teacher will be responsive to each EL students' different strengths, needs and identities, and support the socio-emotional health and development of ELs through structured lessons that explicitly target language development skills in reading, writing, listening, and speaking, interactive activities, scaffolding, visual aids, differentiated instruction to meet each student's unique needs.

The ELPAC Coordinator will oversee the implementation of designated and integrated ELD within the remote learning environment. All inquiries related to an EL should be directed to the ELPAC Coordinator at [scott@heartwoodcharterschool.org](mailto:scott@heartwoodcharterschool.org).

### **Foster Students and Students Experiencing Homelessness**

A student in foster care or a student who is experiencing homelessness will be provided additional support through the Charter School's MTSS and may contact the Homeless and Foster Student Liaison at [Heather@heartwoodcharterschool.org](mailto:Heather@heartwoodcharterschool.org) for additional support.

The National Center for Homeless Education's Helpline is also staffed Monday-Friday, 9:00 AM to 5:30 PM Eastern Time. Email: [NCHE.helpline@safalpartners.com](mailto:NCHE.helpline@safalpartners.com) or phone: +1 305-306-8495.

### **Mental Health Needs**

HCS recognizes that when an Emergency Event occurs it can cause unidentified and unaddressed mental health challenges. Access to mental health services is not only critical to improving the physical and emotional safety of students and employees, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child during an emergency:

Available through the Charter School: 30 minute weekly remote counseling sessions with School Counselors, to request this please email [sped@heartwoodcharterschool.org](mailto:sped@heartwoodcharterschool.org).

#### Available in the Community:

- **National Suicide Prevention Lifeline**  
In a crisis, call 9-1-1 or the National Suicide Prevention Lifeline at 1-800-273-TALK (8255).

- **Sonoma County Warm Line**  
Call (707) 565-2652 for free and private support if you or someone you know is experiencing emotional stress and anxiety during the COVID-19 pandemic. This warm line is available 7 days a week from 10:00 a.m. to 7:00 p.m. Telephone interpretation is available for other languages.
- **24-hour Emergency Mental Health**  
Hotline (800) 746-8181
- **North Bay Suicide Prevention**  
Hotline (855) 587-6373
- **Socoemergency.org:**  
This website, maintained by the County of Sonoma, offers a range of supports and resources.
- **Virtual Local Assistance Center (VLAC)**  
The Virtual Local Assistance Center (VLAC) is a resource listing of governments and support services to help residents impacted by COVID-19.
- <https://www.huckleberryyouth.org/counseling-programs/>
- **APPLE FamilyWorks** (415) 492-0720
- **Asian Advocacy Project** (415) 491-9677
- **Comm. Institute for Psychotherapy** (415) 459-5999
- **Comm. Violence Solutions** 1-800-670-7273
- **Enterprise Resource Center** (415) 457-4554
- **Family Service Agency** (415) 491-5700
- **Hospice by the Bay (Grief)** (415) 927-2273
- **Jewish Family & Children Services** (415) 491-7960
- **Marin Interfaith Street Chaplaincy** (415) 302-0248
- **Novato Youth Center** (415) 892-1643

Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 988 or 1-800-273-8255.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.**
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

**ADDITIONAL SUPPORT SERVICES**

**Meals**

If meal service is disrupted **at the** Charter School, meals will be provided through the following

methods: Sonoma County Office of Education and Marin County Office of Education locations, depending on availability.

### **Alternative Sources of Electricity & Internet**

If power and internet are lost in only a minority of areas, the Charter School will contract with ATT to provide mobile electricity and internet access to reduce interruptions to student learning in affected areas.

### **RETURN TO IN-PERSON LEARNING**

The conditions to be met prior to returning to in-person learning may include, but are not limited to the following:

- Evacuation orders lifted
- Power and utilities functioning
- Healthy air quality
- Access to safe and clean water
- Campus is free from debris and hazards
- Internet fiber lines are connected and functioning
- Staff are available to cover those affected by the Emergency Event
- Kitchen is up and running for meals

## **Summary of Revisions**

**Heartwood Charter School**

**Employee Handbook, and Parent and Student Handbook**

**September 4, 2025**

1. Employee Handbook Revisions
  - a. Previously Violence in Workplace
  - b. Workplace Section
    - i. Title 9
    - ii. Added Gifts and Classroom Funds
    - iii. Added Safety Plan with Contingency
  
2. Parent Handbook Revisions
  - a. Comprehensive revision to comply with recent Ed Code and workplace laws
  - b. Safety Plan with Contingency
  - c. Annual Notices
  - d. Retention and High School Graduation policy
  - e. Suicide Prevention policy
  - f. Technology policy
  - g. Work Assignment and Lesson Plans



# Memorandum of Understanding

Girl Scouts of Northern California  
1650 Harbor Bay Parkway, Suite 100  
Alameda, CA 94502

Heartwood Charter School  
PO Box 822  
Fairfax, CA, 94978

This memorandum of Understanding (MOU), in conjunction with the Rental Agreement, provides Terms and Agreements between Girl Scouts of Northern California (GSNorCal) and Heartwood Charter School (Heartwood) who will be renting specific areas of Camp Bothin for their charter school for the 2025-2026 academic year.

**Rental Period: August 16, 2025 – May 25, 2026**, not including Nov 24-28, 2025 (Thanksgiving Break), Dec 22 – Jan 2 (Winter Break) and Feb 16-20 (February Break). Heartwood to move out of all program areas by **May 25, 2026**.

Review and discuss an agreement renewal for following school year in May 2026, unless GSNorCal makes an earlier determination that the camp or portion of the camp will not be available for future rental, in which case GSNorCal will endeavor to provide earlier notice to Heartwood.

**Rental Hours: Monday to Thursday: 8am – 6pm\*. Friday: 8am - 3pm.** Students and personnel must be off site, and all rented areas cleaned up by 3pm on Friday. Any other use outside these hours or weekend use must be pre-approved by GSNorCal.

\*Site Manager and/or GS Staff are only available until 4PM weekdays.

## **Facilities and Rental Areas:**

**Exclusive Use Spaces:** Heartwood will be the only renter in these spaces from August 16, 2025 – May 25, 2026. Heartwood will not be required to move items out until May 25, 2026.

1. Art Barn
2. Milking Room
3. Bay Tree Yurt #2
4. Bush Yurt
5. Heartwood Yurt in field
6. Small room behind Little House
7. Parking Lot Office

**Shared Use Spaces:** All areas of shared spaces must be cleaned and all school property moved out before 3 pm on Fridays for weekend rentals.

1. Bay Tree Yurt #1
2. Stone House First Floor: Community Rooms, Kitchen & Bathrooms
3. Manor First Floor: Community Rooms, Kitchen & Bathrooms
4. Lyman First Floor: Community Room, Small Office & Bathroom
5. Lyman Second Floor: Kitchen
6. Little House
7. Marina Park Pavillion & Bathrooms
8. Bush Unit stage, seating and bathrooms
9. Dining Hall (aftercare only Mon-Thurs)

The Dining Hall main room (excluding kitchen) may be used Monday through Thursday. The refrigerator in the dining hall is property of Heartwood but will be kept in the dining hall during the school year to store lunches and for aftercare. Commercial kitchen is strictly off limits without prior permission. Additional fees: \$200/month if dishwasher is used; \$200/month if commercial kitchen is used for food preparation. **No Friday dining hall use.**

**Payment Plan:** Payments are to be sent to the GSNorCal address listed above, Attention: Rent. Any questions regarding payments, refer to Property Reservations at [info@gsnorcal.org](mailto:info@gsnorcal.org).

**Heartwood Rental Payment Schedule 2025-2026**

Deposit will be carried over from prior year – no additional deposit due.

Additional kitchen charges are billed separately or added to monthly bill following use.

Rental fee is charged for 2 weeks in August, 3 weeks in November, December, February, April & May. Full fee charged all other months. See the chart below.

Monthly Period	Total Due	Payment Due
8/16 -8/31	\$15,000	9/1/25
9/1 -9/30	\$30,000	9/15/25
10/1 – 10/31	\$30,000	10/15/25
11/1 - 11/30	\$25,000	11/15/25
12/1 - 12/31	\$25,000	12/15/25
1/1 - 1/31	\$30,000	1/15/26
2/1 – 2/28	\$25,000	2/15/26
3/1 - 3/31	\$30,000	3/15/26
4/1 - 4/30	\$25,000	4/15/26
5/1 – 5/31	\$25,000	5/15/26
<b>TOTAL</b>	<b>\$260,000</b>	5/30/26

**Playgrounds:** Field and Parking lots are available for playground areas. These are all shared use areas and Heartwood may need to be flexible and share these areas with other rental groups during the weekdays.

**Student drop off/pick up:** Heartwood can use the parking lots near the dining hall for student drop off/pick up. Parents must adhere to camp speed limit of 10mph. No parking rules on the turnouts on the driveway must be enforced for traffic and emergency vehicles.

**Internet and Phone Services:** Heartwood will be responsible for paying monthly internet services per month from September through May. GSNorCal will bill Heartwood directly in One Lump Sum for the school year use after October 15th per Heartwood request. Pricing per month to be determined based on needs.

**Dining Hall Use:** Heartwood may use the dining hall once per month for family and school community events at no additional cost - limited to weekdays and Sundays after 4pm. Requests for these dates must be made to the Site Manager one month in advance. If commercial kitchen or dishwasher are needed, additional fees will be billed. Above and beyond this use, Heartwood will pay the regular non-profit rental fees to rent the dining hall.

**Pool Use:** By request only. An hourly rate will be charged. Heartwood must provide a currently certified lifeguard.

**Special Events/Use/Weekends:** Heartwood must be pre-approved for any gatherings outside of normal school hours. Use of the full site for one Open House event has been **approved for January 24, 2026**. Fee included in monthly contract payments listed in the chart above.

**Liability Release Waivers:** *Release, Waiver of Liability and Indemnity Agreement* provided by GSNorCal. Parental signatures for each student are required. Heartwood distributes and collects liability waivers. **Completed Waivers** along with a student

roster are to be given to Site Manager **by September 9**. If any student starts school at Camp Bothin after September 9, then a completed waiver and updated roster shall be submitted, before the student arrives at camp.

## **TERMS**

### **Heartwood responsibilities:**

- Provide proof of liability insurance of up to \$1 million.
- Be familiar and compliant with site safety guidelines and emergency procedures.
- Submit a *Release, Waiver of Liability and Indemnity Agreement* signed by each student's parent or guardian and staff member, and a student roster.
- Comply with all applicable communicable disease protocols.
- Maintain and clean all the spaces used, including bathrooms, daily. Classroom garbage taken to designated area as needed. Full cleaning is carried out on Fridays before Girl Scout groups arrive. Heartwood will provide their own cleaning supplies.
- Pay monthly utilities and propane as applicable.
- Respect and comply with shared use agreement with other rental groups.
- Secure approval for any use outside of the regular program dates and times listed above.
- Flexible access to the Art Barn bathroom on weekends for occasional GSNorCal program use.
- Move in and out of site by specified deadline dates as stated in MOU.
- Ensure that participants, families, and staff are clear on the expectations and responsibilities of being on site at Camp Bothin.

**Site Alterations:** Heartwood is to use the site as is. Any improvements that Heartwood makes on any facility will be considered property of GSNorCal. Any alterations are to be pre-approved by GSNorCal. To date: The Art Barn door must be removable & original replaced by summer.

**Organic Garden/Chickens:** Heartwood and GSNorCal's Outdoor Program team will decide on care of chickens on a seasonal basis. During summer camp season, Outdoor Program will be responsible while during the school year Heartwood will be responsible for the chickens. Heartwood will be responsible for the garden during their school year.

**Student Supervision:** Students must be always supervised by an adult while on Bothin property.

**Signage:** Heartwood may put up a school sign. Details of sign size and placement areas must be pre-approved by GSNorCal.

### **GSNorCal responsibilities:**

- Provide a *Release, Waiver of Liability and Indemnity Agreement*
- Provide monthly utilities bill to Heartwood as applicable.
- Communicate to Heartwood when there will be weekday rental use at Camp Bothin.
- Communicate to Heartwood if any Girl Scout personnel or volunteers, contractors or authorities will be on-site during the school's hours of operation.
- Communicate to Heartwood the timing and potential user impact of any major maintenance or renovation projects that will be taking place on-site.
- Provide weekly cleaning and disinfecting of bathrooms.
- Provide minimal maintenance limited to issues such as water leaks or toilet issues.
- Provide cleaning equipment (i.e. mops, brooms, buckets.)
- Return the rental areas to Heartwood as they were delivered on Fridays. All areas will be cleaned, mopped as needed, bathrooms cleaned, paper products and soap in the bathrooms will be restocked and garbage cans emptied and lined. Cleaning supplies (i.e. mops, brooms, buckets) will be put away.
- Reduce noise and displacement impacts to school operations or any maintenance or renovation projects to the extent possible.

***In the event that Heartwood fails to follow the stated guidelines and agreements above, GSNorCal reserves the right to revoke use and access to any of our facilities or areas and/or terminate the rental agreement without any refund.***

Signed \_\_\_\_\_  
Heartwood Educational Collaborative (Title) (Date)

Signed \_\_\_\_\_  
Heartwood Educational Collaborative (Title) (Date)

Signed \_\_\_\_\_  
Girl Scouts of Northern California (Title) (Date)

## **Heartwood Charter**

### **Budget Report**

**9/4/2025**

#### **2024-25 Budget Close**

Total income is similar to that forecast of 6/30/2025.

However, incomplete collection of attendance will result in a suppressed P-2 attendance and 1<sup>st</sup> half 25-26 revenue.

Because of this suppressed revenue, the final budget will result in a deficit until the attendance correction can be filed and recognized.

After all attendance is recognized, the budget will be in surplus.

This will exacerbate any low cash position in early 2026

#### **2025-26 Updated Forecast**

Updated forecast is in progress

Enrollment targets are on track to be met but not appreciably exceeded

Expenses currently forecast higher than expected

# Heartwood Charter School

## Employee Health Benefit School Contributions

9/4/2025 Proposed

### Background

Medical insurance costs are expected to rise 12.5% for the 2025-26 plan year. It is proposed to the Board that the School raise the annual contribution allowance for employee medical insurance, currently \$10,000 annually to \$11,000 annually. The expected increase to School medical insurance costs will be as shown below.

No changes are proposed to dental or vision plans, which have no expected cost increase this year. Also no changes are proposed for the Life or Disability plans, which have no expected cost this year.

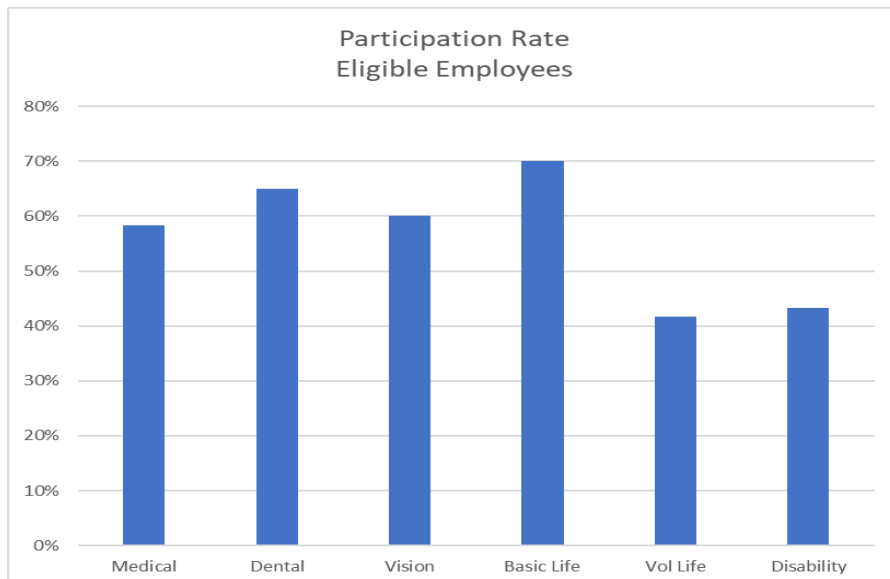
The Board will confirm the amount paid to eligible employees who decline to enroll in medical insurance coverage in the Heartwood plan. This amount has been \$1,000 in the past and has high participation among those waiving medical insurance. Another amount may be selected.

Participation has increased for every category.

### Action

Board is requested to confirm or state new values for Annual School Contribution for medical, and stipend for waiver of benefits. Employees would need to enroll to receive any no-charge benefits, and would need to decline and submit proof of alternate coverage to receive the one-time stipend for waiving medical benefits.

	School Contribution	Cost Increase
Current	\$10,000	\$0.00
Proposed	\$11,000	\$33,610
Stipend for Waiver	\$1,000	\$24,000 (estimated)



**Heartwood Charter School**  
**Spending Plan**  
**Bothin Community Donated Funds**  
**9/4/2025 Proposed**

Bothin Program Field Trips	\$ 40,000.00
Bothin Enrichment and Festival Expenses	\$ 3,000.00
Faculty Care	\$ 3,000.00
Bothin Furnishings	
Carpets	\$ 7,800.00
Play Structure	\$ 3,000.00
Cubbies	\$ 3,000.00
Bothin Site Rent	\$ 30,200.00
<b>Total</b>	<b>\$ 90,000.00</b>