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COMMUNITY CHARTER SCHOOL



California State Board of Education
C/O Charter Schools Division,
California Department of Education
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Re: Opposition to Twin Rivers Unified School District's Appeal of the Sacramento County Board of Education's Reversal of the Revocation of the Charter for Highlands Community Charter School

Dear Members of the California State Board of Education:

On June 18, 2026, the Twin Rivers Unified School District Board of Trustees ("TRUSD" or the "District" or "District Board" submitted an appeal to the California State Board of Education ("SBE") of the Sacramento County Board of Education's ("SCBOE") reversal of TRUSD's decision to revoke the charter of Highlands Community Charter School ("HCCS" or the "Charter School"), an all-adult charter school operated by Highlands Community Charter and Technical Schools ("HCCTS" or "Highlands"). HCCTS, and HCCS, now timely submit this opposition to TRUSD's appeal, pursuant to Cal. Code Regs., tit. 5, § 11968.5.5(d). SCBOE did not err in its decision to reverse TRUSD's revocation of HCCS—which was mired in procedural defects by TRUSD that negatively impacted HCCS's ability to refute and/or remedy the alleged violations.

I. Summary of the Procedural and Substantive Facts in the Administrative Record

a. Background

From August 2014 to the present, HCCTS has served approximately 60,000 students across its two schools—Highlands Community Charter School and California Innovative Career Academy ("CICA"). Currently, HCCS, Highlands' in-person school, serves 957 students. HCCS' students are, by design, exclusively adults, many of whom are immigrants to the United States who are attending the school to learn English while pursuing a high school diploma and at the same time gaining valuable career skills to make themselves employable. HCCS serves a large, underserved immigrant population and is crucial to helping these vulnerable students and their families succeed in Sacramento County. It benefits not only the immigrant community, but the rest of our local community as well, to ensure that these families have a pathway to learn English, access resources, and gain the skills needed to become employable in this country. HCCS has also served numerous local residents who needed a second chance to get a high school education, including single parents and people who have faced homelessness and other significant life challenges. Highlands' two schools are often the only viable option for these students because they are too old to attend a traditional high school program, and their need for robust support services makes other adult education options inaccessible.



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The Twin Rivers Unified School District (“TRUSD”) is the charter authorizer for HCCS under Education Code section 47604.32 and has been the authorizer since August of 2014. In June 2025, the California Office of the State Auditor issued an audit report accusing HCCS of various compliance violations, including issues related to alleged fiscal mismanagement by members of HCCS’ prior leadership team. Notably, the State Audit report does not allege fraud—rather, it alleges unwise use of funds and various other compliance issues such as problems with attendance tracking processes and improper use of Adult Education Teaching Credentials. The State Auditor also accused TRUSD of failing in its oversight responsibilities as HCCS’ authorizer, which contributed to the compliance issues that HCCS faced. The issues raised in the State Audit had not previously been raised by the professional auditing firm that HCCS had retained to conduct its annual audit for the 2022-2023 audit year, although the State Auditor claimed the issues were present during that timeframe. As a result of the school’s independent audit not raising these concerns, the Highlands Board at the time was therefore not put on notice about these concerns—it had reasonably relied on the professionals it had hired to assess for compliance. Moreover, the issues pertaining to both credentialing and attendance accounting had not been raised in any of the independent audit reports, all of which were conducted by independent auditors on the State Controller’s list of approved education audit firms and all of these audits were accepted by the Controller.

The current HCCS leadership team, which began working at the school in July of 2025, and the new Board of Directors members see these charter schools as valuable assets to the community and have been working tirelessly to correct any deficiencies caused by the prior executive director and team.

Jonathan Raymond, Executive Director

Jonathan Raymond is a nationally respected education leader known for helping institutions navigate moments of deep crisis and emerge stronger, more accountable, and more student-centered. He most recently served as Senior Vice President and Superintendent in Residence at City Year, a national youth development and education nonprofit, where he oversaw education policy and provided strategic guidance to local and national systems working at the intersection of education, equity, and workforce development. As the Superintendent of the City School District of New Rochelle, he led the district through the final stages of the COVID-19 pandemic, investing in whole-child supports, accelerating learning recovery, and strengthening school-community partnerships. His leadership prioritized mental health, expanded after-school and summer enrichment, and delivered resources to students most impacted by the Pandemic.

Prior to that, Raymond served as Superintendent of Sacramento City Unified School District, where he guided one of California's largest urban districts through historic budget deficits, deep structural reform, and the early stages of a statewide shift toward equity-driven education. Under his leadership, the district raised graduation rates, introduced whole-child support, launched early learning and summer programs, and transformed some of its most



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underserved schools into high-performing campuses - all while navigating one of the toughest fiscal climates in California history.

Raymond's crisis-tested leadership is grounded in a lifelong commitment to public service. He previously served as Executive Director of the Massachusetts COVID-19 Relief Fund, Chief Accountability Officer of the Charlotte-Mecklenburg Schools in North Carolina, and President of the Stuart Foundation, California's largest K-12 education philanthropy. He began his career as a labor law attorney and brings legal, nonprofit, and philanthropic expertise to every challenge. He is a graduate of the Broad Superintendents Academy, and holds a JD from George Mason University School of Law, an MA from The Fletcher School of Law and Diplomacy at Tufts University, and a BA from Tufts University. He also completed the Executive Management Program at Harvard Business School.

Throughout his work, Raymond has earned a reputation for putting students first, building trust in fractured environments and helping systems rise from instability to renewal. As the newly appointed Executive Director of Highlands Community Charter, he brings that same steady hand to a school community that is ready to rebuild and thrive.

Teresa Cummings, Ph.D., Deputy Director/Chief Operating Officer

Teresa is a seasoned systems-level leader with over three decades of experience transforming education through strategy, accountability, and innovation. She has served as Chief of Staff and Chief Accountability Officer, bringing clarity, alignment, and execution to large-scale organizational priorities. Holding a Ph.D. from the University of Illinois, Chicago, Teresa's career spans the full spectrum of education—from PreK-12 classrooms to community colleges and universities—where she has excelled as a teacher, administrator, and author of mathematics curricula.

Her leadership portfolio includes extensive executive-level district administration, where she has shaped policy, accountability systems, and instructional improvement at scale. Beyond the district level, Teresa has advanced research and development efforts for non-profits, the Riverside County Office of Education, and the Stuart Foundation, where she co-developed an organizational health review now used to strengthen institutional performance. Across every role, Teresa has been recognized for her ability to integrate research, practice, and policy into sustainable systems that drive student achievement and organizational excellence.

Eric Chapman, Deputy Director/Chief Academic Officer

Eric Chapman holds a Master of Education from California State University, Sacramento, and has dedicated more than 25 years to the field of education. He began his career as a classroom teacher and instructional coach in the Del Paso Heights School District before moving into school leadership, serving as principal at four sites within the Sacramento City Unified School District. In these roles, he led transformative turnaround efforts in literacy, family



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engagement, and community school models, while guiding schools through continuous improvement cycles, professional learning, and student-centered restructuring initiatives. Since 2008, his leadership has focused on building systems that foster equity, innovation, and academic achievement. Eric now serves as Chief Academic Officer for Highlands Community Charter and Technical Schools, where he directs efforts in career technical education, workforce alignment, and equity-driven systems that expand opportunities for adult learners. Recognized as a mentor and collaborator, he is deeply committed to advancing student success and harnessing the power of schools to strengthen communities.

Bindy Grewal, Ed.D. Director of Human Resources

Bindy Grewal is an accomplished educational leader and human resources executive with more than three decades of experience serving California public schools. She holds an Ed.D. in Educational Administration and Foundations from the University of the Pacific and a Master's in Educational Leadership from California State University, East Bay. Over the course of her distinguished career, she has held roles spanning classroom teaching, school administration, district leadership, and senior-level human resources management.

Bindy most recently served as the Assistant Superintendent for Elk Grove Unified School District, where she oversaw 43 schools serving more than 30,000 students. In this role, she provided strategic leadership as part of the Superintendent's Cabinet, guided principals and directors, managed complex operational and instructional systems across multiple school calendars, and played a key role in districtwide initiatives including COVID-19 distance-learning transitions, school closures during environmental crises, early learning program enhancements, and major facilities planning. She was also an active member of the district bargaining team, addressing negotiations, compliance matters, and board-level issues with professionalism and clarity.

Prior to her executive leadership role, Dr. Grewal served as Director of Certificated Human Resources, where she led all aspects of certificated HR operations, including recruitment, employee relations, policy interpretation, staffing, investigations, and labor compliance. Her earlier administrative career included serving as a principal for nine years, earning the California Distinguished School Award, and as a vice principal for four years, where she strengthened school cultures, improved academic performance, and supervised comprehensive instructional programs.

Despite this, in the public perception, HCCTS remains associated with the mistakes of its past. It is important to note that although HCCS has moved to best practices in its operations in order to avoid any doubt about compliance on a going-forward basis, some of the contentions of the State Auditor related to attendance accounting and credentialing are not correct as a matter of law. This is the subject of two appeals filed with the Education Audit Appeals Panel by HCCS and its sister school, CICA.



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b. Notice of Violation

On June 17, 2025, the TRUSD District Board approved issuance of a Notice of Violation (“NOV”) alleging that HCCS committed material violations of the conditions, standards, and procedures of its Charter, failed to meet generally accepted accounting principles and/or engaged in fiscal mismanagement, and violated the law. HCCS ultimately refuted and cured all of the violations to the satisfaction of both District staff and the District’s legal counsel.

Alleged Violations of the Charter:

- Grade Level Changes – adding grades 9 and 10 without first requesting a material revision of the charter and notifying the District, where the school’s charter only included grades 1, 2, and 12.
- Location Changes – adding additional locations which were not previously approved without first providing notice and requesting a material revision, and without providing fully executed copies of lease agreements.

Alleged Violations of the Law:

- Failure to Submit Annual Audit Report – failing to complete and submit a 2023-24 annual independent audit report to the District, violating Education Code sections 47604.33 and 47605.
- Credential Misassignments – using instructors with Adult Education Credentials to teach adults in its K-12 program, which the District contends violates Education Code section 47605(l).
- Failure to Track Minimum Instructional Minutes – claim that many students received less than 80% in-person instruction due to leaving class early, and that HCCS did not maintain enough attendance records to accurately track attendance.
- Violation of WIOA Exclusive Partnership Agreement – allowing individuals who were not enrolled students to participate in the school’s Career Technical Education (“CTE”) Truck Driving program.

Alleged Fiscal Mismanagement:

- San Diego Administrative Location – improper expenditure of public funds on luxury office space.
- Marysville 2 Location – site was a baseball field and not a proper instructional site.

All of these claims allege conduct that either predated the current HCCS executive



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leadership team or relate to claims of failure by the current team to resolve issues that originated with prior leadership to the District's satisfaction.

The NOV provided a response period up to and including September 26, 2025. HCCS timely responded, per Cal. Code Regs., tit. 5, § 11968.5.2, with a letter addressing each of the alleged violations and explaining how each had been refuted or remedied. HCCS also provided documentary evidence to either refute the claims or, where applicable, demonstrate that a remedy or remedy plan had been implemented. (See HCCS Response dated 9/26/26 and Exhibits A-BB, HCCS AR 004839 - 004859.) Contrary to later assertions by the District Board, HCCS did submit exhibits to the District on September 26, 2025. Then, after the fact, the District contacted HCCS and communicated that it was unable to access the exhibits (due to technical issues on the District's end), resulting in HCCS re-providing the exhibits a few days later in a different format. (HCCS AR 005036.)

The District also communicated multiple times that Highlands would have more time, beyond the original deadline from the NOV, to provide evidence and demonstrate resolution of the issues. This makes sense, as the original date of September 26, 2025 did not provide a reasonable opportunity to remedy some of these issues, especially those that would require a material revision of the charter (which would need to be approved by the District Board) and those that would require addressing existing leases and other complicating financial factors. For example, on December 3, 2025, TRUSD staff member Sharilyn Warta e-mailed the following to Highlands staff:

As part of the District's efforts to ensure a fair and thorough review during the Notice of Intent to Revoke process, **we are working to remain as flexible as possible regarding how your school submits evidence in response to the identified violations.** At the same time, the District is required to comply with the timelines established in the California Education Code and with the legally mandated Brown Act posting deadlines for Board materials. To meet these statutory obligations and to ensure that all evidence is evaluated with the care and thoroughness required, the District must establish a firm deadline for evidence submission. **Accordingly, any evidence submitted after January 2nd will not be accepted or considered as part of this process.** This deadline ensures that District staff have sufficient time to review, analyze, and prepare materials for Board consideration.

(See HCCS AR 008289, *Emphasis added*.) TRUSD's Board echoed this assertion that Highlands would have more time beyond the original September 26, 2025 date from the NOV. TRUSD's minutes from the November 4, 2025 District Board meeting contain the following comment from Trustee Baker:

Trustee Baker commented that Highlands Community Charter had been issued several violations and remains out of compliance. **The school will be given**



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additional time to correct these violations or provide demonstrative evidence of progress toward compliance. He noted that the process allows multiple opportunities for Highlands to address the issues through detailed plans and documented steps toward resolution.

(HCCS AR 008149, *Emphasis Added*.) This is further confirmation that the District Board itself communicated to HCCTS that it would have additional time beyond the original September 26, 2025 deadline to correct the violations and/or provide evidence.

Following the June 2025 Notice of Violation, the District's staff asked HCCS to submit a material revision request to address additional site locations and grade levels, which HCCS did submit on September 26, 2025. (HCCS AR 004860.) HCCS indicated that its plan to cure these issues all along was to submit a material revision to bring the charter into alignment with its current practices on both site locations and grade levels, but that it would instead align both sites and grade levels with the existing charter language if the material revision was denied by the District Board. Thus, HCCS did identify two distinct paths to fully remedy the District's concerns – one that required approval by the District Board of new sites and grade levels and one that could be implemented by HCCS without any further action by the District Board (full compliance with existing charter provisions).

c. Notice of Intent to Revoke and Continuation of the Revocation Process

Notwithstanding HCCS demonstrating an appropriate and lawful response, the District Board voted to issue a Notice of Intent to Revoke ("NIR") on November 4, 2025. A public hearing on the issue of revocation was held on December 2, 2025, along with public hearings on the issuance of the material revisions for both HCCS and CICA at the same meeting.

District staff had reviewed the material revisions and recommended approval, but the District Board denied them anyway. This denial was in bad faith, since the District Board had been presented the HCCS plan to cure these issues and at no time expressed a concern about approving a material revision. It was fully aware that its staff was meeting regularly with HCCS to get to mutual agreement on material revision language. District staff then asked HCCS to revise the material revision to remove grade levels and related educational program changes so that these could be studied further, which the school did. HCCS then resubmitted the material revision request on January 2, 2026 related only to site locations. The District Board ultimately denied the request for a material revision for just site changes on January 13, 2026. (HCCS AR 008243.) This demonstrates additional bad faith on the part of the District that prevented the charter school from being able to immediately remedy through complying with the existing charter language. If HCCS had known that the District had no interest in approving a material revision from the outset, it could have saved hundreds of hours of time and just immediately complied with the grade levels and site locations as identified in the current charter. The District, however, led HCCS down a path that suggested they were willing to approve the change. The District cannot now argue, after granting additional time and leading the charter



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school down this path, that the charter school had to cure before the original remedy date.

Notwithstanding the District Board's bad faith denial of the material revisions recommended by its own staff after an extensive negotiation process, HCCS still fully cured the site issue by going to extraordinary lengths to vacate all non-approved sites prior to the revocation date in accordance with the plan previously outlined to the District Board. This was an extremely fast timeline and posed numerous operational challenges, but HCCS ensured that no non-approved sites remained prior to the revocation vote.

In terms of the issue of including additional grades without first notifying the District and requesting a material revision of the charter, the District has created roadblocks by refusing to approve any material revision on the topic. In fact, District staff specifically asked HCCS to revise its material revision to remove grade level changes and related educational program changes. Throughout this process, HCCS demonstrated good faith collaboration with District staff, and the District Board's arbitrary and capricious refusal to approve a material revision to address all of these issues was no fault of HCCS and represented bad faith on behalf of the District Board. Still, HCCS did implement the backup plan it had outlined to District Trustees prior to the revocation date, and brought its grade levels into alignment with the charter by offering grades one and two and enrolling new students in these grades. Thus, this issue was also fully addressed through this different strategy outlined in HCCS' original plan submitted before the remedy period expired, eliminating the need to request a material revision entirely.

d. TRUSD Board Vote for Revocation, Against the Recommendation of TRUSD's Own Staff

On January 27, 2026, the District Board met to consider a recommendation from District staff and District legal counsel that the charter not be revoked based on a finding by District staff and legal counsel that the school had fully cured all issues in the Notice of Violation.

The minutes from the January 27, 2026 District Board meeting confirm that TRUSD's staff and counsel presented staff findings and recommendations regarding the revocation of the charter of HCCS. (HCCS AR 008173.) The minutes summarize their review as follows:

Based on a data-driven review of the documentation and evidence submitted after the conclusion of the remedy period, District staff determined that all violations have been remedied to the district's satisfaction and recommended that the Board decline to revoke the charter. (HCCS AR 008174.)

By a vote of 6-1, the District Board rejected the recommendation to not revoke the charter, but took no further action to revoke HCCS at that meeting. The District Board then convened on January 30, 2026, on which date it voted to revoke the Charter of HCCS.

e. HCCS and HCCTS Appeal of TRUSD's Revocation Decision to SCBOE



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HCCS and HCCTS then appealed the revocation to SCBOE because neither the law, the facts, nor substantial evidence supported revocation under California law or under SCBOE's relevant Board Policy. At its May 19, 2026 meeting, SCBOE voted to overturn TRUSD's revocation of HCCS's charter. This was accompanied by a corresponding SCBOE Resolution. (HCCS AR 008432-008433.) TRUSD then appealed SCBOE's reversal of the revocation of HCCS's charter to the State Board of Education.

II. Summary of Arguments in Support of Position that the County Board of Education Did Not Err in Its Decision, with Specific Citations to the Administrative Record

a. Standard of Review

i. The State Board of Education Must Uphold the Reversal if the County Board's Findings Support Its Decision Reversing the Revocation of HCCS's Charter.

Education Code Section 47607(h) states, in relevant part, "The chartering authority shall not revoke a charter, unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its findings." (Ed. Code, § 47607(h).) If a school district revokes a charter, the charter school may appeal to the county board of education. (Ed. Code, § 47607, subd. (i)(1).) The county board may reverse the revocation if it determines that the chartering authority's findings under subdivision (h) are not supported by substantial evidence, and the school district may then appeal that reversal to the State Board. (Ed. Code, § 47607, subd. (i)(2).)

If the county board does not act within ninety days or upholds the revocation, the statutory appeal process provides specifically for an appeal by a charter school. (Ed. Code, § 47607, subd. (i)(3).) The State Board may reverse a revocation if it determines the chartering authority's findings under subdivision (h) are not supported by substantial evidence, or alternatively, it may uphold a revocation if it determines those findings are supported by substantial evidence. (Ed. Code, § 47607, subd. (i)(3) and (4).) The statute does not set a specific standard in a situation where the district appeals an adverse county decision to reverse a revocation decision not supported by substantial evidence.

Before reversing a revocation on appeal by the charter school under subdivision (i)(2), the county board of education must consider whether the chartering authority provided the charter school with a Notice of Violation, a reasonable opportunity to remedy, a Notice of Intent to Revoke, and a Final Decision. (Cal. Code Regs., tit. 5, § 11968.5.4, subd. (b).) It must further determine whether any procedural deficiency impaired the charter school's ability to refute or remedy the alleged violations. (*Ibid.*) In submitting an appeal to the State Board, the appellant must then support "the appellant's position that the chartering authority and/or the county board of education erred in its decision." (Cal. Code Regs., tit. 5, § 11968.5.5, subd. (c)(2).)



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When an agency seeks to revoke a license or otherwise deprive a private party of a desired status, the agency must bear both the burden of production and the burden of persuasion. (*Daniels v. Department of Motor Vehicles* (1983) 33 Cal.3d 532, 536.) While the burden of proof may shift, the burden of persuasion remains all along with the party on which it is placed by law. (*Farr v. County of Nevada* (2010) 187 Cal.App.4th 669, 682.) When appealing a decision enjoining revocation, an appellant school district “has the burden on appeal” to show that the decision constitutes an abuse of discretion. (*American Indian Model Schools v. Oakland Unified School Dist.* (2014) 227 Cal.App.4th 258, 278.) “Under the substantial evidence test...we do not reweigh the evidence and are bound to indulge all presumptions and resolve all conflicts in favor of the administrative decision.” (*Napa Valley Unified School Dist. v. State Bd. of Education* (2025) 110 Cal.App.5th 609, 625.)

TRUSD’s Written Argument in Support of Appeal to the State Board of Education asks that the SBE “find that the SCBOE erred [sic] when it reversed the District Board’s decision to revoke HCCS’ Charter and uphold the revocation on appeal.” Essentially, its appeal demands that the SBE perform an independent review of the underlying decision “de novo,” reaching past the decision at issue in this review.

Here, however, there *is* no revocation to “uphold,” because SCBOE reversed that decision. Therefore, the scope of review defined by Education Code section 47607, subdivision (i)(4), does not apply. TRUSD, as the party appealing SCBOE’s reversal, bears the burden of persuasion on appeal to show that SCBOE erred in its findings and decision. It has no basis for demanding that SBE review the evidence presented by the district and reach past SCBOE to “uphold” a decision that was found invalid and unsupported. Under the substantial evidence test, SBE may not reweigh the evidence. Instead, it “must indulge all presumptions and resolve all conflicts in favor of the administrative decision under appeal.”

The decision under appeal here is SCBOE’s administrative decision to reverse the revocation, *not* TRUSD’s original revocation decision. SCBOE has authority grounded in statute to issue a final decision on the matter of HCCS’s revocation. As such, in reviewing this appeal, SBE must uphold the decision of SCBOE that *reversed* the revocation unless it finds that SCBOE abused its discretion. In other words, the same presumption of deference inherent in the substantial evidence standard now applies to the decision of SCBOE for the purposes of this appeal. SBE must review SCBOE’s decision based on this standard.

ii. SCOE Was Tasked with Determining Whether the District’s Revocation Decision Was Supported by Substantial Evidence.

Education Code Section 47607(i) states as follows:

(1) If a school district is the chartering authority and it revokes a charter pursuant to this section, the charter school may appeal the revocation to the county board of education within 30 days following the final decision of the chartering authority.



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(2) The county board of education may reverse the revocation decision if the county board of education determines that the findings made by the chartering authority under subdivision (h) are not supported by substantial evidence. The school district may appeal the reversal to the state board.

(3) If the county board of education does not issue a decision on the appeal within 90 days of receipt, or the county board of education upholds the revocation, the charter school may appeal the revocation to the state board.

(4) The state board may reverse the revocation decision if the state board determines that the findings made by the chartering authority under subdivision (h) are not supported by substantial evidence. The state board may uphold the revocation decision of the school district if the state board determines that the findings made by the chartering authority under subdivision (h) are supported by substantial evidence.

(Emphasis added.) The statute uses the phrase “are not supported by substantial evidence,” present tense. *(See id.)* This supports that the State Board may make its own determination of whether the findings by the chartering authority are supported by substantial evidence—vs. relying on the school district’s prior determination.

Education Code Section 47607(h) states, in relevant part, “The chartering authority shall not revoke a charter, unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its findings.” (Ed. Code, § 47607(h).) TRUSD’s revocation decision needed to meet this standard in order survive legal challenge.

Cal. Code Regs., tit. 5, § 11968.5.5 states that a respondent’s opposition to an appellant’s appeal of a County Board of Education’s decision to reverse a charter revocation shall include submitting the following to the State Board of Education:

- (1) a summary of the procedural and substantive facts limited to matters in the record as submitted to the chartering authority and the county board of education, as appropriate;
- (2) a summary of the arguments in support of the respondent's position that the chartering authority and/or the county board of education did not err in its decision; and
- (3) specific citations to the administrative record in support of each argument presented.

(Cal. Code Regs., tit. 5, § 11968.5.5(d).)

iii. The County Board of Education Did Not Err in Its Decision to Overturn the Revocation of HCCS’s Charter.



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Education Code Section 47607(i)(2) states, in relevant part, “The county board of education may reverse the revocation decision if the county board of education determines that the findings made by the chartering authority under subdivision (h) are not supported by substantial evidence.” (*See* Ed. Code, § 47607(i)(2).) Cal. Code Regs., tit. 5, § 11968.5.4(b) states, in relevant part:

(1) In determining whether the district chartering authority's factual findings are supported by substantial evidence, the county board of education shall consider whether the district chartering authority provided the charter school's governing body as described in the school's charter a Notice of Violation, a reasonable opportunity to remedy the identified violation(s), a Notice of Intent to Revoke, a public hearing, and Final Decision, pursuant to Articles 2 and 2.5 and Education Code sections 47607(f) through (h), inclusive.

(2) If the charter school submits a response to the Notice of Violation pursuant to section 11968.5.2(c), the county board of education shall, in determining whether the district chartering authority's factual findings are supported by substantial evidence, consider whether the charter school complied with the procedures set forth in that section.

(3) The county board of education shall also consider whether an alleged procedural deficiency negatively impacted the charter school's ability to refute or remedy the alleged violation or the chartering authority's ability to comply with its procedural obligations or authorizing duties.

Cal. Code Regs., tit. 5, § 11968.5.4.

Notably, neither the statute nor the regulation states that the County Board of Education must accept the school district's substantial evidence determination as true. Quite the opposite, Education Code Section 47607(i)(2) states “The county board of education may reverse the revocation decision if the county board of education determines that the findings made by the chartering authority under subdivision (h) are not supported by substantial evidence,” explicitly empowering the County Board to second guess the school district's decision and make its own determination of whether the District's decision was supported by substantial evidence on the record. (*See* Ed. Code, § 47607(i)(2).)

The regulation applying this statute also requires the County Board of Education to consider whether the chartering authority had complied with its procedural obligations, as part of the County Board's determination of whether the chartering authority's decision was based on substantial evidence. (*See* Cal. Code Regs., tit. 5, § 11968.5.4(b).) Not only is this mandatory under the regulation, it is crucial because a chartering authority's failure to comply with its procedural obligations can negatively impact whether or not the Charter School is able to refute



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or remedy the alleged violations. In those instances, this regulatory scheme provides safeguards so that a charter authorizer, like TRUSD, cannot shirk its procedural obligations, interfere with a charter school's ability to respond by a certain date, then revoke the school's charter by claiming substantial evidence exists that the school failed to refute or remedy by that date.

Unlike TRUSD, which was required by law to make "written factual findings supported by substantial evidence, specific to the charter school, that support its findings" in order to revoke the charter, SCBOE's review of TRUSD's decision does not require SCBOE make written factual findings. (*See* Ed. Code, § 47607(h)-(i).) Education Code Section 47607(i) states, in relevant part, "The county board of education may reverse the revocation decision if the county board of education determines that the findings made by the chartering authority under subdivision (h) are not supported by substantial evidence." (*See* Ed. Code, § 47607(i).) SCBOE needed only assess TRUSD's revocation decision and determine whether TRUSD's findings are supported by substantial evidence.

Here, SCBOE's decision reversing TRUSD's revocation of HCCS states, in relevant part:

WHEREAS, on May 19, 2026, within 90 days of receiving HCCS's charter revocation appeal, the County Board held a public hearing, reviewed and considered HCCS's charter revocation appeal, SCOE's Analysis of the appeal, and arguments presented by HCCS and the District. At the hearing, HCCS and District representatives had equivalent time and procedures to present their positions regarding the appeal and respond to SCOE's Analysis;

WHEREAS, on May 19, 2026, following review of the appeal and the public hearing noted above, the County Board considered and deliberated upon HCCS's charter revocation appeal;

NOW, THEREFORE, BE IT RESOLVED that having reviewed HCCS's appeal, conducted a public hearing, and considered and deliberated upon the appeal, the County Board adopts SCOE's Analysis of the HCCS charter revocation appeal and further finds that the findings made by the Twin Rivers Unified School District Board of Trustee's to revoke the Highlands Community Charter School are not supported by substantial evidence.

NOW, THEREFORE, BE IT FURTHER RESOLVED that having determined that the Twin Rivers Unified School District Board's findings are not supported by substantial evidence, the decision to revoke the charter of the Highlands Community Charter School is hereby reversed.

(HCCS AR 008432-008433.) SCBOE's decision complies with its obligations under Ed. Code, § 47607(i), as it confirms that SCBOE has determined that the TRUSD Board's findings were not supported by substantial evidence.

TRUSD's appeal of SCBOE's decision claimed that SCBOE erred in various ways.



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However, these contentions by TRUSD are not supported by the facts or the law.

TRUSD claims that SCBOE was charged with determining “whether substantial evidence in the record exists to demonstrate that HCCS remedied the violations at issue in the Notice of Violation by the close of the remedy period.” This is an inaccurate description of the legal standard because it leaves out the requirement that the remedy period has to be reasonable. SCBOE was not simply tasked with determining whether substantial evidence existed on the record that HCCS had cured all of the violations by whatever remedy date the District had chosen. Education Code Section 47607(g) is clear: “Before revocation, the chartering authority shall notify the charter school of any violation of this section and give the school a reasonable opportunity to remedy the violation, unless the chartering authority determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils.” (*See* Ed. Code, § 47607(g).)

Further, SCBOE’s Board Policy 2400 defines substantial evidence for these purposes as evidence that:

- a. Demonstrates that the violation was material.
- b. Supports revocation when viewed as a whole, in light of all relevant information.
- c. Demonstrates that the violation actually occurred.
- d. Was not cured by the charter school during its reasonable opportunity to remedy the violation.

(*See* Sacramento County Office of Education Board Policy 2400.) This policy was originally adopted on April 20, 2004 and was most recently revised on August 11, 2020. Under this definition, SCBOE was tasked with determining whether the evidence “Supports revocation when viewed as a whole, **in light of all relevant information.**” (*See id.*, *emphasis added.*) TRUSD’s analysis both disregards the fact that SCBOE was tasked with considering whether the evidence supports revocation when viewed as a whole, in light of all relevant information, and minimizes the fact that the amount of time given to remedy the violations must have been reasonable. The law, and SCBOE’s relevant policy, do not support revocation simply based on failure to remedy by “the remedy period” without taking reasonableness into account.

Using the legal revocation process, as codified in the relevant laws and regulations, would not render the revocation process “unworkable,” as TRUSD claims. A school district would not be required to consider every action taken by a charter school in response to an NOV regardless of when that action occurred. However, a school district already is required to give the charter school a reasonable opportunity to cure and to consider actions taken within that reasonable opportunity. Here, there is ample evidence in the record that SCBOE reviewed to support that September 26, 2025 was not a reasonable date by which to fully remedy all of the alleged violations. (*See* HCCS AR 008269 - 008433.)



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TRUSD contends that SCBOE erred by reversing the revocation decisions while not also finding that the District Board was required to consider remedies implemented after the September 26th deadline. This contention by TRUSD adds additional legal requirements that SCBOE did not have when making its determination. As discussed, Education Code Section 47607(i) states, in relevant part, “The county board of education may reverse the revocation decision if the county board of education determines that the findings made by the chartering authority under subdivision (h) are not supported by substantial evidence.” (*See* Ed. Code, § 47607(i).) The statute does not require SCBOE’s decision to specify why it found that TRUSD’s findings were not supported by substantial evidence. The relevant law and regulations and the record provide many reasons that SCBOE could have lawfully come to that conclusion, including a consideration of procedural errors by TRUSD, but the statute does not specify that these need to be listed in SCBOE’s written decision/Resolution. (*See id.*)

SCBOE was well within its authority to determine that TRUSD’s findings were not supported by substantial evidence, especially given that TRUSD’s own staff determined the violations had all been sufficiently refuted and/or remedied, the TRUSD Board’s revocation decision did not cite any specific facts to back up its assertion to the contrary, and the record is filled with evidence of TRUSD’s procedural violations that impact the substantial evidence analysis.

iv. The Charter Schools Act Does Not Allow Revocation Based on Past Violations Alone—A Reasonable Opportunity to Remedy is Mandatory.

Multiple times in the District’s appeal, TRUSD argues that a subsequent remedial action does not change the fact that the violation happened in the first place (or arguments to that effect). However, this contention ignores the fundamental framework around charter revocation, established by the Charter Schools Act.

Pursuant to California Education Code § 47607(g), before revocation, the chartering authority shall notify the charter school of any violation of this section and ***give the school a reasonable opportunity to remedy the violation***, unless the chartering authority determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. (*Emphasis added*). If the existence of a previous violation means that it can never truly be remedied, then the entire charter revocation process would be rendered pointless.

Additionally, to supplement what constitutes a “reasonable opportunity to remedy”, the State Board of Education developed a set of regulations designed to govern the obligations of the chartering authority and the charter school during the revocation process. Cal. Code Regs., tit. 5, § 11968.5.2 states:

(c) Upon receipt of a Notice of Violation, the charter school's governing body as described in the school's charter, if it chooses to respond, shall take the following actions:

(1) Submit to the chartering authority a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, **or proposed**



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remedial action by the charter school specific to each alleged violation. **The written response** shall be due **by the end of the remedy period** identified in the Notice of Violation.

(2) Attach to its written response supporting evidence of the refutation, remedial action, **or proposed remedial action**, if any, including written reports, statements, and other appropriate documentation. (*Emphasis added*).

Here, the District provided the NOV on June 18, 2025 and granted a period up to and including September 26, 2025 to refute, remedy, or propose a remedy to the alleged violations. (HCCS AR 000001 - 000009.) The District continues to maintain that “The District Board is not required to accept assurances of future compliance in place of evidence of actual remediation.” This flies in the face of the very law and regulations that control the chartering authority’s obligations. (*See* Cal. Code Regs., tit. 5, § 11968.5.2(c).) Proposed remedial actions are explicitly included as a sufficient response to a NOV in the regulation that controls the revocation procedures.

The intent of the drafters is clear; there would be no language included in the regulations relating to “proposed remedial actions” if the chartering authority was not required to consider them. There was also never a severe and imminent threat to the health or safety of the pupils (and TRUSD never alleged there was), thus, the District was required to allow a reasonable opportunity to remedy violations, including via proposed remedial actions as allowed by law. In some instances, like in the instant case, considering proposed remedial actions are necessary where an actual remedy is not logistically possible by the response date set forth in the NOV. Failing to acknowledge this reality that some remedies take longer than an arbitrary remedy period established by TRUSD amounts to failure to provide a reasonable opportunity to remedy, which is a legal requirement.

b. The District’s Revocation Decision Was Not Supported by Substantial Evidence

i. The District’s Revocation Decision Does Not Cite Any Specific Evidence to Support its Conclusions

The District Board’s final decision to revoke HCCS is included in the administrative record at HCCS AR 001236 - 001238. In its decision, the TRUSD Board did not cite any specific evidence to support its conclusion that revocation was warranted. The extent of the District Board’s comment on the topic is as follows:

The violations set forth in the NOV and Notice of Intent to Revoke, have not been sufficiently remedied by HCCS, and attempts at further corrective actions taken by HCCS, although considered by the Board, failed to sufficiently remedy the violations identified in the NOV and substantiated in the Notice of Intent to Revoke, and/or promised unsubstantiated and unreliable future performance and resulting uncertainty regarding future compliance.



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This is akin to saying the violations have not been remedied because the violations have not been remedied, and the proposed corrective action is insufficient to ensure future compliance because it is insufficient to ensure future compliance. A conclusory statement that the violations have not been remedied, without identifying any specific facts to back it up, is per se not supported by substantial evidence. The statute would not have specified that the District needed to make written factual findings, supported by substantial evidence, if a conclusion alone was sufficient. (*See* Ed. Code, § 47607(h).)

ii. The District's Revocation Decision Was Not Supported by Substantial Evidence.

The District's revocation decision was not supported by substantial evidence, as discussed in detail in the appeal to SCBOE regarding the revocation of HCCS's charter. (*See* HCCS AR 008269 - 008433.) Crucially, no evidence was presented on the record to support the idea that HCCS had failed to refute or remedy all of the alleged violations within the reasonable amount of time provided by the District. In fact, TRUSD's staff report concluded that all of the alleged violations were sufficiently refuted and/or remedied. (HCCS AR 008174.) TRUSD's Board then, against the recommendation and findings of its staff, chose to revoke HCCS's charter anyway, citing no specific facts whatsoever to justify its decision. Not only was this recommendation not supported by substantial evidence, it was not supported by any evidence at all (as discussed above). (HCCS AR 001236 - 001238.) Moreover, it was arbitrary and capricious because it "was not supported by a fair and substantial reason." (*See Abshear v. Teacs' Retirement Board* (1991) 231 Cal.App.3d 1629, 1639.)

Grade Levels Not Approved – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- HCCS has ceased the practice of enrolling students into 9th and 10th grade.
- HCCS has started enrollment into 1st and 2nd grades.
- Before adding or changing grades, HCCS will submit a material revision request.
- If not approved, HCCS will continue to serve 1st, 2nd, and 12th grades only, as approved in their petition.

Further, the June 17, 2025 Notice of Violation stated: "Education Code section 47604(a)(4) provides in part: 'After receiving approval of its petition, a charter school that proposes to expand operations to one or more additional sites or grade levels shall **request** a material revision to its charter and shall **notify** the chartering authority of those additional locations or grade levels.'." (*Emphasis added*). Between the June 17, 2025 Notice of Violation and the December 2, 2025 District Board Meeting, HCCS requested material revisions of its charter to address the additional grade levels and locations and had extensive communication with the District on these topics. HCCS submitted a proposed material revision on September 26, 2025 that would have addressed both the grade levels issue and the sites issue from the June 17th Notice of Violation. Leading up to the December 2, 2025 District Board Meeting, HCCS



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discussed the material revision with District staff to ensure that it was sufficient. The requested material revisions (one for HCCS and one for CICA) then went before the District Board at its December 2, 2025 meeting, where the District Board voted to reject them.

Given this, HCCS had both **notified** the District of the additional grade levels and **requested** the material revisions during the cure period of up to and including September 26, 2025. All of the evidence before the District Board confirms that these events occurred, and the fact that the District Board refused to approve the material revision has no bearing on whether HCCS had notified the District and requested the revision. Further, the District Board cannot reasonably have found that the District was not notified about the additional grade levels, where the evidence provided by HCCS in its September 26th Response includes detailed correspondence from HCCS to the District about the grade levels from December 2024 (*see* HCCS AR 004839 - 004859). By notifying the District and requesting the revision by September 26, 2025, HCCS remedied the issue. This is uncontroverted on the record.

Locations Not Approved – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- HCCTS Board has been taking action to terminate or buy-out leases.
- HCCS is moving to locations that are approved by the District and will not add any new locations without prior approval by the District through the Material Revision process.
- HCCTS has adopted or revised multiple Board Policies, including BP 7150.5 "School Site Opening and Closure Policy"

Further, the June 17, 2025 Notice of Violation stated: "The MOU Amendment No. 3 includes the express requirement for HCCS to **submit a written request**" to the District if the "Charter School seeks to establish operations at one or more additional location(s) or move any of its existing location(s), including satellite facilities or resource centers..." and "To date, no **material revision request** has been submitted for these locations and HCCS continues to operate at these locations in violation of the MOU Amendment No. 3 and Education Code section 47605(a)(4)." (*Emphasis added.*) Education Code 47605(a)(4) states:

After receiving approval of its petition, a charter school that proposes to expand operations to one or more additional sites or grade levels **shall request** a material revision to its charter and **shall notify** the chartering authority of those additional locations or grade levels. The chartering authority shall consider whether to approve those additional locations or grade levels at an open, public meeting. If the additional locations or grade levels are approved pursuant to the standards and criteria described in subdivision (c), they shall be a material revision to the charter school's charter. (*Emphasis added.*)



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Just as with the grade levels issue (discussed above), HCCS had both **notified** the District of the additional sites and **requested** the material revision during the cure period of up to and including September 26, 2025. (See HCCS AR 004839 – 004859, including exhibits.) All of the evidence before the District Board confirms that these events occurred, and the fact that the District Board refused to approve the material revision has no bearing on whether HCCS had notified the District and requested the revision. By notifying the District and requesting the revision by September 26, 2025, HCCS remedied the issue.

Additionally, HCCS has provided the requested copies of lease agreements, which the District claims that it had requested in an April 23, 2025 Notice of Concern/Request for information.

Failure to Submit Audit Report – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- On 01/02/2026 HCCTS submitted the 2024 Annual Independent Audit report.
- HCCTS has committed to submitting future reports in a timely manner.
- HCCTS is pursuing a different audit firm to ensure this issue is not perpetuated.

Further, it is important to emphasize that the audit report for the 2023-2024 audit year was delayed because the independent auditing firm that HCCTS had hired to conduct the audit refused to release its report after it learned about the State Audit in the summer of 2025. (See HCCS AR 000474, 000478, 000481, 000497, 000512, and 000516.) It is not the case that HCCS failed to retain an auditing firm to conduct the audit, nor is it the case that HCCS was in possession of the final audit report and simply failed to provide it to the District. HCCS was in possession of a draft audit report from the independent auditor, which it had provided to the District. The auditor substantially modified the draft report following the State Audit report and this was provided to the District as noted by District staff in their findings that this issue had been fully remedied.

Credential Misassignment – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- TRUSD has verified evidence that HCCTS has changed staffing practices.
- HCCTS staff have become more knowledgeable about credentialing compliance.
- HCCTS' subsequent actions show a credible shift towards compliance.

Further, the November 2025 Notice of Intent to Revoke, which was approved by the District Board, even confirmed that the credential misassignment issue had been remedied.



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Specifically, it stated, in relevant part:

The District's review of HCCTS' response, the evidence provided, and information collected through the annual oversight activities reflect clear and convincing evidence that HCCTS has changed staffing practices and reformed to comply with the law. The District staff have seen evidence that the HCCTS staff have become more knowledgeable about credentialing options to ensure compliance. HCCTS subsequent actions show a credible shift to K-12 appropriate credentialing. (HCCS AR 001229 – 001230.)

The District Board unanimously voted to adopt this November 4, 2025 Notice of Intent to Revoke, which included this statement as to the credentialing issue, and no evidence was presented in the record to dispute that the credentialing issue had in fact been remedied. The District Board, then, contradicted its own prior findings in voting to revoke for this reason without adopting any new findings or putting any new evidence on the record at all to contradict both its and its staff's findings. This is the very definition of arbitrary and capricious behavior.

Failure to Track & Meet Instructional Minutes – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- HCCS has taken corrective actions to improve attendance policies & procedures as evidenced by revised calendars, bell schedules, staff trainings, and internal audits.
- Serious efforts to improve practices related to student attendance enforcement and engagement have been made.
- Collaborating with Charter Impact to support with attendance monitoring and reporting.

There was no evidence entered into the record contravening these findings, so it was impossible for the District to revoke on the basis of this issue. (See HCCS AR 8435 and 8436.)

Violation of Exclusive Partnership Agreement – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- HCCTS submitted evidence that the external partnerships have been terminated.
- Non-WIOA students were dis-enrolled.
- HCCTS has terminated the CTE Truck Driving program.
- Staff who were assigned to the Truck Driving program have been re-assigned or are no longer with the organization.

Further, it is not disputable that the Truck Driving program did not exist by September



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26, 2025, therefore no non-students could have still been enrolled in it. This was proven by documentary evidence provided by HCCS in its Response to the Notice of Violation (*See* HCCS AR 004839 – 004859, including exhibits, and HCCS AR 007536-007625, AR 007626-007629, AR 7630.) There was no evidence entered into the record contravening these findings, so it was impossible for the District to revoke on the basis of this issue. (*See* HCCS AR 8435 and 8436.)

Fiscal Mismanagement – San Diego Location – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- Lease Termination/Buy-Out on 11/18/25
- Adopted or Revised Policies to Address Root Issues of Fiscal Mismanagement:
 - BP 3410 RE. Allowability of Costs
 - BP 3110 RE. Debt Management
 - BP 3310: Purchasing and Vendor Selection
 - BP 7150.5: School Site Opening and Closure Policy
- Updated the Fiscal Policies and Procedures Manual

There was no evidence entered into the record contravening these findings, so it was impossible for the District to revoke on the basis of this issue. (*See* HCCS AR 8435 and 8436.)

Fiscal Mismanagement – Marysville 2 Location – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- Lease Termination/Buy-Out showing termination as of 1/24/25
- Adopted or Revised Policies to Address Root Issues of Fiscal Mismanagement:
 - BP 3410 RE. Allowability of Costs
 - BP 3110 RE. Debt Management
 - BP 1325 Marketing: Advertising and Sponsorship
 - BP 3310: Purchasing and Vendor Selection
 - BP 7150.5: School Site Opening and Closure Policy
- Updated the Fiscal Policies and Procedures Manual

There was no evidence entered into the record contravening these findings, so it was impossible for the District to revoke on the basis of this issue. (*See* HCCS AR 8435 and 8436.)

By the January 27, 2026 Board Meeting, "District Staff [had] determined that all the violations identified in the Notice of Revocation have been refuted or remedied to the District's



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satisfaction.” (See District Board Meeting Minutes from January 27, 2026, HCCS AR 008171.) Given this, the District Board’s unsupported conclusion that the violations had not been refuted or remedied, with no explanation of which violations remained and no citations to the facts, was not supported by substantial evidence. In fact, all evidence was that HCCS and HCCTS had fully remedied all violations noted in the NOV.

TRUSD’s appeal makes various claims to argue that its decision to revoke HCCS’s charter was supported by substantial evidence. These claims are at times legally or factually inaccurate or otherwise involve circular arguments devoid of any supporting evidence.

For example, TRUSD’s appeal claims that removal of HCCTS Board Members, “standing alone” did not “correct the underlying operational, fiscal, and compliance factors.” However, the change of HCCTS Board Members, as well as executive leadership, did not “stand alone”—rather, it was accompanied by the adoption of numerous new policies and procedures and changes in actual operation of HCCS and HCCTS. (See HCCS AR 004839 – 004859.) Further, this statement, and so many others, was never made on the record during the revocation proceedings. It cannot be raised for the first time as part of TRUSD’s arbitrary and capricious decision.

TRUSD’s appeal also claims that the fact that leases from the unauthorized sites were bought out “does not remedy the fact that unauthorized, unsupported, or unreasonable expenditures were made.” However, by this logic, a charter school could never remedy a past violation because it is impossible to undo the fact that it happened in the first place. That is not how the charter revocation process under the Charter Schools Act works. Addressing an improper lease, by negotiating a buyout and thus removing the improper lease, is an entirely reasonable remedy option. Refusing to acknowledge this type of fix as a remedy defies both law and reason. Further, this statement, and so many others, was never made on the record during the revocation proceedings. It cannot be raised for the first time as part of TRUSD’s arbitrary and capricious decision.

Similarly, TRUSD’s appeal states that HCCTS had expressly acknowledged the violation regarding grade levels and stated that it would take responsibility for not following the proper procedures, concluding that “[t]his admission alone constituted substantial evidence supporting the District’s finding.” Again, this amounts to a misrepresentation of the relevant legal framework. Admitting that a violation occurred in the past, and taking responsibility for it having occurred in the past, does not mean there was substantial evidence that the charter school failed to cure it within a reasonable period of time provided by the chartering authority. (See Ed. Code, § 47607(g)-(h).) Whether the violation happened in the past, and whether it was later cured, are two different questions. TRUSD cannot rely on evidence that the violation had happened in the past to justify a conclusion that it had not been timely cured.

TRUSD’s appeal makes this contention as to multiple different alleged violations—essentially claiming that the Charter School’s admission that the violation had occurred in the



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past was enough to meet the substantial evidence standard, as if the TRUSD Board had only been tasked with finding whether there was substantial evidence that the violations had happened at all. This is a legally flawed analysis. Further, much of TRUSD's argument that its decision was supported by substantial evidence relies entirely on information that predates even the September 26, 2025 remedy period.

For any information that TRUSD cites regarding alleged failure to remedy violations by September 26, 2025, it must be viewed in light of all other relevant information, including procedural violations by TRUSD that negatively impacted the charter school's ability to refute or remedy. (*See* Cal. Code Regs., tit. 5, § 11968.5.4(b).) This was, and is, part of the determination of whether TRUSD's revocation decision was supported by substantial evidence. There was no evidence on the record supporting a lack of a full remedy by HCCS and HCCTS. (*See* HCCS AR 8435 and 8436.) In fact, all evidence on the record was that HCCS and HCCTS had fully cured the issues raised in the NOV. Across the board, it is uncontroverted that HCCS and HCCTS had fully remedied all issues raised in the NOV. Not only did District staff and legal counsel find that all issues had been remedied, but none of the whistleblowers who raised concerns about Highlands in the first instance testified that any issues raised in the NOV remained uncured. No members of the public testified that any issues remained unremedied. (*See* HCCS AR 8435 and 8436.)

c. The District Did Not Provide a Reasonable Opportunity to Remedy the Alleged Violations in the NOV, Which Was Required under Education Code Section 47607, Subdivisions (g) and (h), or a Reasonable Opportunity to Refute or Propose to Remedy the Alleged Violations, Which Was Required under Cal. Code Regs., tit. 5, § 11968.5.2.

The District failed to meet its legally mandated requirement as the chartering authority to provide a reasonable opportunity to remedy the alleged violations contained in the NOV prior to revocation.

California Education Code § 47607(g) requires that "Before revocation, the chartering authority shall notify the charter school of any violation of this section and ***give the school a reasonable opportunity to remedy the violation***, unless the chartering authority determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils." (*Emphasis added*). Further, a chartering authority may only issue a Notice of Intent to Revoke after the charter has failed to remedy a violation after the expiration of the reasonable opportunity to remedy... (Cal. Educ. Code § 47607(h)). Crucially, the law does not state that the charter school must remedy by whatever deadline the chartering authority sets forth in the NOV, regardless of whether the specified date is reasonable.

A "reasonable opportunity to remedy" is a longstanding legal concept. While exact rules vary across contexts, the core concept remains consistent: fairness. A fair opportunity to correct mistakes, a fair chance to prevent harsh penalties, a fair timeframe to actualize remedies. The term "reasonable" also has a longstanding history across American jurisprudence. Most significantly it is situation and fact specific, not arbitrary and subject to the whim of its enforcer.



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In contract law, a “reasonable time” is a question of fact and depends upon the situation of the parties, nature of the transaction, and facts of a particular case. A cure period will be deemed unreasonable if it is so short that it does not allow the breaching party a fair chance to correct the breach, especially if the issue is complex, or requires external resources.

Here, multiple of the issues alleged in the NOV required actions from third parties as well as many months of time to logistically accomplish. (*See* HCCS AR 004839 – 004859, including exhibits.) No single, arbitrary period of time, decided at the outset, was likely to be reasonable for all of this wide variety of types of claims.

The District was required to grant a reasonable opportunity to remedy **all** of the alleged violations contained in the NOV. If the original date the District set forth in the NOV is an unreasonable timeframe to correct any of the alleged violations, then more time must be given. Enforcing a uniform timeframe without deference to the complexity of each individualized allegation, especially when issuing blanket refusals of proposals to remedy, does not constitute a reasonable opportunity to remedy under the law.

i. The District Refused to Honor Evidence Presented by the Charter School by the District’s Refute, Remedy, or Proposed Remedy Date Listed in the Notice of Violation

TRUSD’s June 2025 NOV for HCCS provided September 26, 2025 as the date by which the Charter School could:

- (1) Submit to the chartering authority a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation; the written response shall be due by the end of the remedy period identified in the Notice of Violation; and
- (2) Attach to its written response supporting evidence of the refutation, remedial action, or proposed remedial action, if any, including written reports, statements, and other appropriate documentation

(HCCS AR 000001 - 000009). The NOV further stated, “The District provides HCCTS with a reasonable remedy period of up to and including **September 26, 2025**, to provide the written response described above.” (HCCS AR 000001 - 000009). The NOV itself does not state that September 26, 2025 was a reasonable amount of time to cure all of the alleged violations—rather it specifies that this was the date by which the Charter School could provide the specified written response.

As discussed above, HCCS provided the written response and supporting evidence to TRUSD by September 26, 2025. Then, only after September 26, 2025 had passed, TRUSD staff told HCCS that it could not open the exhibits due to technical issues on TRUSD’s end—not on Highlands’ end, where the exhibits were fully accessible and where Highlands could not have predicted that TRUSD staff would have difficulty opening the files. After TRUSD notified



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Highlands staff that TRUSD was unable to open the exhibits, Highlands re-submitted the exact same exhibits for HCCS that were already submitted on September 26, 2025. (HCCS AR 005036.)

It is disingenuous for TRUSD to now claim, as stated in its appeal, that “at the conclusion of the remedy period, on September 26, 2025, HCCS and CICA provided their response to the NOV, but the supporting evidence was not provided to the District until September 29, 2025.” TRUSD staff chose to wait until after September 26, 2025 to notify Highlands staff that TRUSD staff were having trouble opening the documents that had been submitted. The fact that Highlands later re-provided the information to SCCOE upon request does not mean HCCS did not first provide it by September 26, 2025.

TRUSD has now chosen to assert that the supporting documents were not timely provided, which is false. By refusing to honor evidence presented by the Charter School by the District’s cure date, the District has denied the Charter School a reasonable opportunity to refute, remedy, and/or propose to remedy the alleged violations. Furthermore, the District specifically granted extensions of time to consider additional information all the way until at least January 2, 2026. It is a violation of due process to now attempt to assert that all information had to be received by September 26, 2025 when the District specifically granted extensions well beyond this date. In a recent case in Santa Clara County where a charter school contested revocation decisions by a school district authorizer, the Superior Court found that the school district was bound by the extended response deadline it had created and that the school district could not later hold the charter school to the original deadline from the NOV.

ii. The District Enforced a Cure Date of September 26, 2025 for Alleged Violations Which Were Not Curable by That Date and Refused to Accept a Proposed Remedial Action Which Was Timely Provided

The District refused to accept proposed remedial actions as a sufficient response to the NOV, despite the September 26, 2025 deadline being insufficient to fully cure multiple of the allegations. The NOV provided a remedy period up to and including September 26, 2025. Cal. Code Regs., tit. 5, § 11968.5.2 states:

(c) Upon receipt of a Notice of Violation, the charter school's governing body as described in the school's charter, if it chooses to respond, shall take the following actions:

(1) Submit to the chartering authority a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or **proposed remedial action** by the charter school specific to each alleged violation. The written response shall be due by the end of the remedy period identified in the Notice of Violation.

(2) Attach to its written response supporting evidence of the refutation, remedial action, or **proposed remedial action**, if any, including written reports, statements, and other appropriate documentation. (*Emphasis added*).



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The law specifically allows proposed remedial actions as viable responses to a NOV. The intent of the regulation is clear—proposed remedial actions are sufficient for the charter’s written response due by the end of the remedy period set forth in the NOV. Rejecting legally acceptable forms of responses as insufficient is not a sound argument for revocation.

When considering what constitutes a “reasonable opportunity to cure,” TRUSD was not entitled to ignore the fact that it was impossible for HCCS to effectively resolve all of the alleged violations within the time frame provided in the NOV. As noted above, what constitutes a reasonable time to remedy is fact-dependent. In contract law, a cure period will be deemed unreasonable if it is so short that it does not allow the breaching party a fair chance to correct the breach, especially if the issue is complex, or requires external resources. Here, several of the alleged violations relied heavily on the participation of external parties and required expert advice.

First, the delayed 2023-2024 audit report was entirely dependent on an independent service provider. The audit was delayed because the independent auditing firm that HCCS had hired to conduct the audit refused to release its report after it learned about the State Audit in the summer of 2025. (*See HCCS AR 000474, 000478, 000481, 000497, 000512, and 000516.*) Audits are a time-consuming process and, outside of hiring the auditing firm, the process is completely out of the control of HCCS staff. As of January 2, 2026, the audit was completed and was thus remedied. (*See HCCS AR 008223.*)

In terms of the material revisions to address grade level changes and location changes, HCCS labored intensively – in conjunction with District staff – to develop material revision languages to be voted on by the District Board. District staff had reviewed the material revisions and recommended approval, but the District Board denied the material revision as to the school sites anyway on January 13, 2026. (*HCCS AR 008243.*) The District Board had been presented the HCCS plan to cure these issues and at no time expressed a concern about approving a material revision. It was fully aware that its staff was meeting regularly with HCCS to get to mutual agreement on material revision language. District staff then asked HCCS to revise the material revision to remove grade levels and related educational program changes so that these could be studied further, which the school did and resubmitted the material revision request on January 2, 2026. To date, the District Board has still refused to approve a material revision for either of these topics. The District Board’s failure to engage cannot later become a basis for revocation when it was their own interference that prevented the remedy.

Regarding the alleged fiscal mismanagement, both the San Diego site location and the Marysville location were tied to contracts with third parties. (*See HCCS AR 004576 - HCCS AR 004593.*) The legal realities of dissolving a binding contract do not support a 3-month timeframe. Once HCCS was put on notice via the NOV, the school immediately began preparations for lease termination/buy-outs for the two lease contracts that were at issue. As of November 15, 2025 and November 30, 2024, both leases had been terminated¹. The nature of this violation is such that it is unreasonable to expect a bow tied neatly around the problem within 3 months. The proper

¹ The Marysville Lease was terminated on November 30, 2024 with an agreement for a 6 month schedule of buyout payments, however the final buyout was invoiced on January 24, 2025.



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remedy here was to develop a proposed remedial action, which was done when HCCS began the process to dissolve the lease agreements. On both accounts, District staff contended that the issue was remedied and no further evidence was provided to support an argument of non-remedy. (See HCCS AR 004630 and HCCS AR 007648.)

It is unreasonable, especially in light of all the relevant information, that HCCS be held to a timeframe that neglects the unique set of circumstances attached to each alleged violation. HCCS refuted or remedied any and all alleged violations that were capable of expedient solutions, and timely presented proposed remedial actions for those that required more time. The legal standard is not that by the end of the remedy period from the NOV all violations will be cured; the standard is that the charter's written response, including proposed remedial actions, shall be due by the end of the remedy period specified in the Notice of Violation and that the chartering authority must provide a reasonable opportunity to remedy alleged violations before seeking revocation. HCCS complied with the relevant legal obligations.

The District's appeal relies almost exclusively on an idea that evidence of remedy from beyond September 26, 2025 should not be considered. Even disregarding the fact that the District continued to grant an extended remedy period, it is clear in the plain language of the regulation that proposed remedial actions are sufficient to satisfy the charter school's requirements under Cal. Code Regs., tit. 5, § 11968.5.2. Thus, revocation for failure to cure by the September 26, 2025 deadline, without confirmation that this deadline was reasonable, and without allowing for proposed remedial actions, is not legally supportable.

HCCS has a protected property interest and is entitled to due process under the law prior to revocation. Both the federal and state Constitutions compel the government to afford persons due process before depriving them of any property interest (See U.S. Const. amend. XIV; See also Cal.Const. Art. 1, § 7). In *Today's Fresh Start, Inc. v. Los Angeles County Office of Education*, (2013) 57 Cal.4th 197, 215, the California Supreme Court found that once a charter has been granted, the charter school then has a property interest in its charter that is protected by due process of law. Therefore, HCCS must be afforded due process prior to the revocation of its charter.

The District Board clearly erred by revoking the charter based on its strict, legally unsound assessment that all alleged violations needed to be fully cured by the September 26, 2025 deadline from the NOV. No reasonable opportunity to cure was afforded, proposed remedial changes were ignored, and communications directly from the District about extending the timeline counteracted any later emphasis placed on the original cure date. A revocation process that the District can change midway through, to the detriment of the HCCS, is not due process.

By providing a cure date of September 26, 2025 for alleged violations which were not curable by that date, and refusing to accept a proposed remedial action, the District has denied the Charter School a reasonable opportunity to remedy the alleged violations.

iv. The District Communicated to the Charter School That It Had Extended the Cure Period and Later Reneged on That Assurance



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As discussed above, TRUSD communicated to the Charter School that it had extended the period by which the Charter School could remedy and/or propose to remedy the alleged violations from the June 2025 NOV. In TRUSD Board Trustee Baker's words at the November 4, 2025 District Board Meeting minutes, "The school will be given additional time to correct these violations or provide demonstrative evidence of progress toward compliance." November 4, 2025 is well after the original September 26, 2025 response date. TRUSD staff then confirmed, in writing, that the extended deadline for HCCS to provide this documentation was January 2, 2026 (*See* HCCS AR 008289).

TRUSD's extension of the amount of time to correct the violations and/or provide evidence of progress toward correction serve as a tacit acknowledgement by TRUSD that September 26, 2025 was not a reasonable amount of time to remedy some of these issues. TRUSD later withdrew this reasonable opportunity to remedy by demanding that HCCS should have cured all of the issues by September 26, 2025—even though the original NOV did not even say that (as discussed above). All of this amounts to failure to provide a reasonable opportunity to refute, remedy, or propose to remedy the claimed violations.

Additionally, HCCS detrimentally relied on TRUSD's communications of the extended amount of time to remedy and provide documentation. This raises equitable issues. Detrimental reliance requires that there is 1) a clear and definite promise; 2) reasonable and foreseeable reliance; 3) actual harm or detriment; 4) injustice can only be avoided by enforcement (*See* Restatement (Second) of Contracts § 90 (1981).) The doctrines of fairness and equity compel the reversal of any finding for revocation based on a date that was arbitrarily enforced to serve the whims of the District, especially where the District's own staff gave the Charter School contrary instructions.

Several email communications with the District illustrate that HCCS had been misled to believe they had more time to cure, causing them to detrimentally rely on the District's assurances. (*See*, for example, HCCS AR 008289.) These confirmed, written communications serve as a basis for HCCS's well-founded belief that the District granted the Charter School an extended period to remedy. The District may not now argue that HCCS did not cure the issues by the original September 26, 2025 deadline where the District repeatedly communicated to HCCS, in writing, that it would have more time. HCCS detrimentally relied on the District's communications of extended time to refute or remedy. It is a violation of HCCS's right to due process for the District to extend the deadline and then, partway through the process, change the process and decide that the original deadline applied.

v. The District's Procedural Errors Negatively Impacted the Charter School's Ability to Remedy the Alleged Violations

The District's procedural errors negatively impacted HCCS's ability to remedy the violations contained in the NOV. Under California Code of Regulations Title 5, section



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11968.5.4, subdivision (b), the SCBOE was required to consider whether an alleged procedural deficiency negatively impacted the charter school's ability to refute or remedy the alleged violation or the chartering authority's ability to comply with its procedural obligations or authorizing duties.

Here, the District interfered with the Charter School's ability to remedy by revoking on "findings" that predated the cure period, extending the cure period and then not honoring the new timeline, delaying reporting violations, consenting to "violations" for years, and refusing to adopt material revisions relating to the same. (See HCCS AR 008289, 008149, 008436, and 008437².)

To the extent that the District Board argues that its factual "findings" are the findings from the June 17, 2025 Notice of Violation, which the District Board incorporated by reference, this constitutes a procedural error and omission in the revocation process which negatively impacted the charter school's ability to refute or remedy the alleged violation, because findings made on June 17, 2025 did not take into account whether or not the charter school had adequately responded by September 26, 2025 or subsequent extensions granted by TRUSD. Relying on the pre-September 26, 2025 findings would, by definition, deprive HCCS of an opportunity to refute or remedy the alleged violations because it would mean that, regardless of subsequent actions by HCCS to refute or remedy, the District intends to revoke HCCS's charter based on the June 17, 2025 information alone. Relying on the findings in the June 17, 2025 Notice of Violation would therefore also constitute a negative impact on the charter school's ability to refute or remedy, in addition to constituting a negative impact on the District's ability to complete its procedural obligations.

Similarly, the cure period was consistently altered during communications with District staff, upon which HCCS reasonably relied. By later basing revocation on HCCS's failure to sufficiently remedy by the original cure date of September 26, 2025, the District substantially interfered with HCCS's ability to comply with its procedural obligations and remedy violations.

Relative to the violations alleged in the NOV, the District was aware that HCCS was operating additional sites and grade levels and acted such that HCCS had a right to believe that HCCS was permitted to utilize the additional grade levels and sites without going through the formal material revision process. HCCS relied upon the District's conduct to its injury where the District later sought to revoke HCCS's charter for not having requested the material revisions sooner.

Relatedly, the District Board voted to deny the material revision requests drafted in conjunction with District staff after the NOV was issued. District staff had reviewed the material revisions and recommended approval, but the District Board denied them anyway on December 2, 2025. This denial was in bad faith, since the District Board had been presented the HCCS plan to cure these issues and at no time expressed a concern about approving a material revision. It

² The recordings of the January 27 and 30, 2026 TRUSD Board Meetings were inadvertently left out of TRUSD's version of the administrative record. HCCS now submits them to augment the record, labeled HCCS AR 008436 and 008437.



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was fully aware that its staff were meeting regularly with HCCS to get to mutual agreement on material revision language. To date, the District Board has still refused to approve a material revision for either of these topics—the school sites or the grade levels. This interference and lack of good faith engagement by the District were the cause of HCCS’s delay in remedying the material violations of the charter.

Predating the NOV, the District has made it nearly impossible for HCCS to sufficiently meet its obligations under the law. From consenting to prior conduct, to revoking on unjust findings, to continually acting contrarily to what was communicated to HCCS by the District’s staff and Board members, the District has created procedural deficiencies that negatively impacted the charter school's ability to refute or remedy alleged violations.

d. To the Extent that the District Has Raised New Allegations and Evidence in its Appeal to the State Board of Education, the Charter School Has Been Given No Reasonable Opportunity to Refute or Remedy These Claims, and New Evidence from Outside the Administrative Record Must Not Be Considered.

Throughout its appeal, the District continuously raises new allegations and introduces new evidence into its record of appeal. For example, the following allegations are from outside the relevant timeframe and/or outside of the Notice of Violation³:

- “Furthermore, the wholesale replacement of the HCCTS Board introduces additional concerns regarding institutional capacity and continuity of oversight.” (TRUSD Appeal, p.10.)
- Claim that HCCTS has not yet submitted an audit for the 2024-25 school year. (TRUSD Appeal, p. 17)
- Allegation of violation of WIOA exclusive partnership agreement is entirely based on evidence that predates the conclusion of the original September 26, 2025 remedy period from the NOV. (See TRUSD Appeal, pp. 18-19)

It is standard legal practice that no new evidence or claims can be introduced on appeal. Only items put on the record by the District prior to revocation may be cited to by the District as support for the revocation decisions. It cannot invent new reasons after the fact.

HCCS has been given no meaningful opportunity to respond to any new alleged violations raised in TRUSD’s appeal, once again denying HCCS its due process rights. The only record that is acceptable for review by the State Board of Education at this juncture is the existing administrative record. Moreover, any new allegations are completely unrelated to the question of whether or not HCCS sufficiently remedied the violations contained in the June 18, 2025 NOV.

³ This is not an exhaustive list.



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It is far past the point of the District being permitted to introduce new evidence or allegations that were not raised in the original June 2025 NOV. The SBE should therefore disregard any new factual allegations made by TRUSD in its appeal.

III. Conclusion

Under Education Code Section 47607(i), the County Board of Education was tasked with assessing whether the findings made by the chartering authority under Education Code Section 47607(h) are supported by substantial evidence. (*See* Ed. Code, § 47607(i).) This assessment involves consideration of multiple factors, outlined in the relevant statutes and regulations, including whether the charter school was given a reasonable opportunity to cure the alleged violations and whether any procedural deficiencies on the part of the chartering authority hindered this process.

Here, procedural deficiencies, inconsistent and contradictory communication by the District, and an unreasonable, after-the-fact demand that all issues be fully cured by September 26, 2025, all resulted in a process that negatively impacted the Charter School's ability to remedy. Additionally, the District, in writing and via communication from its Board and staff, extended the cure period to at least January 2, 2026. The District's later refusal to honor this extended cure period violated both the Charter School's right to due process and the principles of basic equity. For some of the alleged violations, such as terminating certain leases, more time beyond January 2, 2026 was needed to reasonably be able to remedy.

Ultimately, the District's staff assessed that HCCS had sufficiently refuted or remedied all of the alleged violations, and presented specific facts to justify these findings. The TRUSD Board then issued a cursory decision stating that it disagreed, citing to no specific facts at all. Under these egregious facts and with no evidence on the record to support the District's contentions, SCBOE was well within its authority to determine that there was not substantial evidence to support this decision, especially when taking all relevant information into account.

HCCS respectfully asks that the State Board of Education let the decision of SCBOE stand, which reversed the revocation decision of TRUSD.

Sincerely,

Signed by:

Matthew Levesque

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Levesque,

Board Chair

Highlands Community Charter School