

**Nevada City School of the Arts
Charter Governance Council
Meeting Agenda**

Thursday, January 30, 2025

13032 Bitney Springs Rd, Building 8, (LC Staff Room), Nevada City, California

Call Order: 5:00 p.m.

Roll Call:

Public Forum: *Members of the public who wish to comment during the Board meeting will be limited to three (3) minutes. If an interpreter is needed for comments, they will be translated to English and the time limit shall be six (6) minutes. The Board of Directors may limit the total time for public comment to a reasonable time.*

Plaudits:

Action Items

1. Approve Agenda

Consent Agenda

2. Approve December 19, 2024 Meeting Minutes - *See attached*

Reports

3. Director's FYI Report – Holly Pettitt – *See attached*
4. Board and Committee Reports
 - a. Nomination & Recruitment
 - b. Finance

Discussion Items

5. Discuss Governor's Budget Proposal

Action Items

6. Approve Long Term Koćim Pakan Burn/Removal Area - *See Attached*
7. Approve 2023-24 School Accountability Report Card (SARC) - *Handout*
8. Approve B6 Monitoring Report - Communication to the Board - *See attached*
9. Approve B7 Monitoring Report - Board Logistical Support - *See attached*
10. Approve B8 Monitoring Report - Emergency School Director Succession - *See attached*
11. Approve 2025-26 School Calendar - *See attached*
12. Review and Accept 2023-24 Consolidated Audit - *Handout*
13. Approve Revised Policies - *See attached*
 - a. 301 Enrollment Policy
 - b. 328. Restorative Justice, Suspension and Expulsion Policy and Procedures

Closed Session

14. Conference with Real Property Negotiator (GC 54956.8)
Property: 050-050-030
Agency Negotiator: Holly Pettitt

Adjournment 6:30 p.m.

Access to Board Materials: A copy of the written materials which will be submitted to the School Board may be reviewed by any interested persons on NCSA's website along with this agenda following the posting of the agenda at least 72 hours in advance of this meeting.

Disability Access: Requests for disability-related modifications or accommodations to participate in this public meeting should be made 24 hours prior to the meeting by calling (530) 273-7736. All efforts will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.

**Nevada City School of the Arts
Charter Governance Council
Meeting Minutes**

Thursday, December 19, 2024

13032 Bitney Springs Rd, Building 8, (LC Staff Room), Nevada City, California

Call Order: 5:04 p.m.

Roll Call: LeeAnne Haglund, Lauren Hesterman, Meshawn Simmons, Jaylee McGregor, Elissa Spencer, Jon Lefeber, Abby Oas

Absent: Andrew Todd and Qayyuma Didomenico

Guests: Holly Pettitt, and Melissa Brokenshire

Public Forum: *Members of the public are invited to address the Governance Council regarding issues for future agendas. Comments to be limited to 3 minutes.*

Plaudits: As listed in Director's Note, in addition to the girls' basketball team and Angie Defater for all that she does. Jolyn Haze for her unique support as an aid. Val for academic support after school.

Action Items

1. Approve Agenda
Motion: Elissa Spencer moved to correct the Consent agenda meeting date 11/21/2024
2nd: Lauren Hesterman
Unanimous assent
Motion: Meshawn Simmons moved to approve the agenda as corrected
2nd: Jaylee McGregor
Unanimous assent

Consent Agenda

2. Approve November 21, 2024 Meeting
Motion: Jon Lefeber moved to approve the 11/21/2024 minutes
2nd: Lauren Hesterman
Unanimous assent

Reports

3. Director's FYI Report – Holly Pettitt
4. Board and Committee Reports
 - a. Nomination & Recruitment
 - b. Finance

Discussion Items

5. Discuss 2025-26 Calendar
6. Discuss Advisory Committees
7. AB 1234 - Ethics Training for Boards

Action Items

8. Approve the updated NCSA Mission and Vision Statement
No action taken
9. Approve B1 Financial Conditions Monitoring Report (1st Interim)

Motion: Lauren Hesterman moved to approve the B1 Financial Conditions Monitoring Report (1st Interim)

2nd: Meshawn Simmons

Unanimous assent

10. Approve 1st Interim Budget Revisions (Raven Springs & NCSA)

Motion: Jaylee McGregor moved to approve Extension of 2023-24 Audited Actuals to January 31, 2025

2nd: Elissa Spencer seconds the motion

Unanimous assent

11. Approve Extension of 2023-24 Audited Actuals to January 31, 2025

Motion: Jaylee McGregor moved to approve Extension of 2023-24 Audited Actuals to January 31, 2025

2nd: Elissa Spencer

Unanimous assent

12. Approve 2023-2024 Ends Policy Report

Motion: Lauren Hesterman approves 2023-2024 Ends Policy Report

2nd: Abby Oas

Unanimous assent

13. Approve 342 Menstrual Product Policy

14. Motion: Meshawn Simmons moved to approve 342 Menstrual Product Policy

2nd: Jaylee McGregor

Unanimous assent

Adjournment 6:43 p.m.

Submitted by: Abby Oas

12-19-24

Approved by the NCSA Charter Council

LeeAnne Haglund, Board Chair

Date

Abby Oas, Board Secretary

Date



Director FYI Report January 30, 2025

This report details highlights of the month, operational achievements and items that the Board may like to know and helps to satisfy compliance with our B-6 Communication to the Board policy as well as indicates progress toward our Ends. It is organized by the following:

1. Relevant financial information.
2. School level issues that help the board see the big picture.
3. Public events (activities and gatherings both on and off premises) of a nature that may affect the perception of the School in the community.
4. Internal and external changes like significant modifications to the normal pattern of school business.
5. Progress towards Ends Policies and LCAP

Plaudits

- To Val Bringolf for her creativity, positive energy and can-do attitude. She has been a wonderful addition to our team at NCSA.
- To Erin Alonso for offering to have electives in her room 4 days a week.
- Lori and Kelly in 4th - WOW! They have transformed that class. Out of all the classes, they have the fewest behavior reflections out of the whole school!
- Itzia and Carrie CH - for starting fitness classes for staff.
- Dre - for excellent Wellness Committee Meeting
- Jessica Hoeschen - for taking all of TK while Shannon is out.
- Erin C. for doing an excellent job on Payroll! We feel confident about our paychecks being accurate.
- Alana - her work with the Charlie Cart and having kids try new food is amazing. She got the TK kids to eat their beets!
- Lauren Cooper - School Pysch - is doing an incredible job and is really a strong member of the sped team. We trust her advice and her decisions.
- Caari - turning things around for a student in class.
- Jenna - for being so dependable and positive all the time!
- Scout - for being so flexible and covering other staff. He pays such great attention to what is going on.
- Rochelle - for keeping us in the loop on all the facilities issues at UC.

Financial Information

- We are looking at selling off some/all of the warehouses and have a potential buyer for the cell towers. We will discuss this more at the meeting.
- Working on 2nd Interim and the adopted budget.

Facilities Update

B2

A key was broken off in the outside door to the music room hall. Joseph was able to remove the key and secure the door.

B3

A parking lot lamp has been installed in the RW parking lot. If it works well, another may be installed near the steps. Kim at Raven Wolf would like one near the steps, as they are a little dark.

A partial failure of the HVAC system in the East wing was discovered on 1-16 in the evening and verified later that night. It was fixed on 1-20.

B8

The HVAC installation is complete. Air balancing however, was not completed. The HVAC system, while installed, continues to have multiple issues. We are meeting with the owners this week to share our very poor experience with their work.

A water leak outside between the building and the kinder playground developed. Ian needed support from a plumber. It has been fixed.

B9

Third-floor bathroom work. Joe and Joseph located the leak with minimal disruption to the walls. We will hold off on repairs until we determine that the sink in the ladies room on the third floor is the only leak.

A dehumidifier was purchased to help dry out the JPA's office. Joseph and Eric have a plan to keep the rain out. They will start when the work on the street sign is completed.

Overall

The sign at Bitney Springs Rd. has been installed. Work continues on vegetation and lighting.

Three generators have been delivered but won't be installed until April - the electrician is taking forever on this and we need to pour concrete pads for them.

A waste water transfer pump quit over the weekend. Ian investigated the trouble

and found parts of a huge frog in the impeller. We assume the other parts made it through the pump.

CJ and Joseph are preparing to upgrade the wireless bridge to Building 1.

Poor solar field performance prompted a call to Cal Solar. One inverter shut down due to an arc fault. Cal Solar will send someone out to investigate.

Events

- Read A Thon was a success - \$22,000!
- Dre presented to PAG all the amazing things she is doing for our lunch program:
 - The Nourish Program has received 4 grants totaling about \$450k!
 - The HMI Grant (\$90,000) pays for our food liaison Alana, the Charlie Carts and the Growing towers
 - The Scales grant (\$160,000) - pays for a portion of Dre's salary, only 12 other school districts *in the nation* received this grant. We are very popular with Ca. Dept of Ag and they look to us as a model of food systems change that is directly helping farmers in this county.
 - We also received \$200k for the school innovators grant. Dre is looking at purchasing refrigeration units to store on Heart and Soil farms and Starbright's property.
 - Chef Ann and CFCC are providing us stipends to have pre-apprentices come and work in the kitchen.
 - Heart & Soil will be offering farm education to 4th and 5th grade this year.

Arts Based Choice for Education

- We already have 130 applications for next year.
- We have a pretty cool plan for music next year. We'd like to bring piano and choir to 4th and 5th grades! I can provide more details at the meeting.
- The Charter is done. The county currently has it and I don't want to bring it to the board until they have reviewed it and sent it back.

Academic, Arts & Social Emotional Achievement

- Universal Screeners for K-2 - Next year we will be required to screen every K-2 student for reading difficulties. This would be no problem if the state allowed us to use iready - which we already do - but they have only approved 3 screeners - none of which we like and we are required to pay for a new one. This is not ideal and another unfunded mandate by the state.
- Students are currently taking their mid-year iready assessments - scores are on track to be in line with scores last year.

Safe, Respectful and Equitable Conditions for Learning and Working

- We have hired several new aides to support students and classrooms. While this is an added expense, students continue to qualify for 1-1 support and some classes are more challenging than others and need more adult supervision. We have a new plan for Instructional Aides next year that will hopefully offer more support to teachers and feel supportive to the aides as well.
- Looking at changing the way we do Flex Class in middle school to support student autonomy and honor students that are regularly caught up with their work.
- We are offering free fitness classes for staff 2x a week, Scott is offering teachers and staff a chance to schedule check-ins on Monday, and we are rolling out Wellness Bingo! This was thought up by the Wellness Committee to promote staff health and wellness. It's being received well.
- Also brought back the Kindness Connection - staff sign up to offer little acts of kindness to two other staff members. It's super fun and builds community.

Contributor and Collaborator to the Greater Community

- We have set up Spring dates to do the Culturally Informed Burn - March 29th is the first choice, April 5th is the backup date. This will become an annual event - moved from October.

Recording Requested By:

Sierra Streams Institute

and

When Recording Mail to:

**Sierra Streams Institute
117 New Mohawk Rd. Suite H
Nevada City, CA 95959**

**AGREEMENT REGARDING ACCESS TO AND USE OF REAL PROPERTY IN ORDER TO
IMPLEMENT A HABITAT RESTORATION PROJECT**

This agreement is entered into by Sierra Streams Institute, a California nonprofit organization ("SSI") and Raven Springs, LLC ("the Landowner").

APN(s): 052-050-030-000, 052-050-031-000, 052-070-071-000

PERTINENT FACTS

- A. The Landowner owns certain real property ("the Property"), located in Nevada County, California, as shown in Exhibit A, which is incorporated by reference and attached. The proposed work will occur in the areas indicated on the depiction of the Property contained in Exhibit B.
- B. Sierra Streams Institute is a California nonprofit organization existing under Section 501(c)(3) of the United States Internal Revenue Code and whose purposes are consistent with Division 21 of the California Public Resources Code.
- C. SSI has been contacted by the Landowner to assist in restoring the natural resources and enhancing habitat on the Property, and SSI seeks to provide this assistance. The restoration and enhancement work on the Property is referred to herein as the "Project."
- D. The State Wildlife Conservation Board ("the Board"), an agency of the State of California established under Division 2 of the Fish and Game Code, authorized a grant to the Nevada County Office of Emergency Services to undertake on the Property certain habitat restoration projects through SSI. The grant was authorized by a grant agreement between the Board and the Nevada County Office of Emergency Services ("County") dated October 3, 2023 ("Grant Agreement").
- E. On October 3rd 2023, the County and SSI entered into a Professional Services Agreement providing that SSI would implement the Sierra Foothills Forest Resilience Project to restore mixed-conifer oak woodland across multiple private and federal parcels in the Sierra Nevada foothills. The private lands include Woolman, Shady Creek, and Nevada City School of the Arts Outdoor School properties in addition to the Jones Bar FireWise Community, and four BLM parcels. SSI's work will consist of five tasks: (1) Project Management; (2) Contract Work; (3) Education; (4) Monitoring; and (5) Management of Grant Deliverables to be completed by SSI under the oversight of the County of Nevada.
- F. The Grant Agreement requires that SSI enter into an agreement sufficient to protect the public interest in any restoration projects implemented under the Board's grant, and to ensure that SSI has permission to implement and monitor projects on the owner's land.

SSI AND THE LANDOWNER AGREE AS FOLLOWS:

1. **DURATION.** This Agreement shall take effect when fully executed, on the date last signed below, and shall run until _____, unless the Agreement is terminated earlier by mutual agreement in writing by the parties.

2. **CONSTRUCTIVE NOTICE** The terms, conditions and restrictions of this Agreement and the Grant Agreement, shall be binding upon, and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the land until the Agreement terminates on the date identified in Item 1, above.

This Agreement shall be recorded in the official records of Nevada County. In addition, the Landowner shall notify prospective buyers, lessees, or operators of the Property to make them aware of the Project and this Agreement.

3. **COVENANT RUNS WITH THE LAND.** This Agreement shall be deemed a covenant running with the land or an equitable servitude, as the case may be, and shall be binding on the Landowner and Landowner's assigns, and all persons acquiring or owning any interests in the Property.

4. **ACCESS BY SSI.** SSI shall have access to the Property, with at least a 30-day prior written notice to the Landowner, to accomplish the purposes of this Agreement, including monitoring and assessment during the entire term of this Agreement.

5. **RESTORATION AND MAINTENANCE.** The nonprofit organization/public agency SSI shall implement the Project on the Property in accordance with the Grant Agreement, including removal of brush, trees, and non-native species, prescribed burning, collection of seeds or cuttings, and planting of appropriate native species. SSI shall monitor and maintain the Project during the implementation phase (term of this Agreement) and shall assess the habitat values of the areas restored and/or improved by the Project. The Project area will be subject to re-growth during the term of the Agreement, and SSI shall monitor and maintain the improvements as necessary to maintain the habitat value during the term of this Agreement, in alignment with the California Cooperative Forest Management Plan (2023) for the Jones Bar FireWise Community.

6. **INSPECTION.** The Board, its agents or employees, and the Department of Fish and Wildlife shall be allowed by the Landowner to visit the Project with at least 30 days written notice during the term of this Agreement to assess the habitat values of the areas restored and/or improved by the Project. The parties will share any data collected through monitoring an/or assessment during the term of the Agreement in order to inform and improve future decision-making and project development for restoration and enhancement work in environments similar to the Property.

7. **LANDOWNER'S USE OF THE PROPERTY.** Except as provided in this paragraph, the Landowner reserves the right to use the Property in any manner, provided that its use does not unreasonably interfere with the restoration and enhancement work completed through the Project implemented under this Agreement. During the term of this Agreement, the Landowner shall use the Property and habitat improvements in a manner consistent with the purposes of the Grant Agreement; this includes, but is not limited to, refraining from harming, damaging, removing, altering, or interfering with the restored sites.

8. **LIABILITY.** SSI shall be responsible for, indemnify and save harmless the Landowner and the Board, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs resulting from, growing out of, or in any way connected with or incident to the Property and improvements on it, except for active negligence of the Landowner or the Board, its officers, agents or employees. The duty to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778. SSI waives any and all rights to any type of express or implied indemnity or right of contribution from the Board, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to the project, the property, and improvements on it. The Board does not assume jurisdiction over the Property by this Agreement.

9. **REMEDIES.** The parties agree that money damages would be an inadequate remedy for any breach (or threatened breach) of this Agreement, and agree that this Agreement may be enforced without the requirement of posting a bond by a preliminary or permanent, mandatory, or prohibitory injunction, by a decree of specific performance, or other such order or decree of a court of competent jurisdiction. The agreed remedies set forth herein shall not be construed to limit or derogate from any legal or equitable remedy authorized by applicable law. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable legal fees, costs, and expenses, including expert witness fees.

10. **COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument. This Agreement may be executed and transmitted by facsimile or other means of electronic communication, which signature shall be binding upon the parties as if they were original signatures.

11. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of SSI and the Landowner and supersedes any prior or written statements or agreements between the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.

12. AUTHORIZING SIGNATURES

Sierra Streams Institute (the nonprofit organization or public agency)

 (Jeffrey Lauder, Executive Director)

Date _____

Landowner – Raven Springs, LLC

 (Holly Pettitt, Director)

Date _____

EXHIBIT "A"
Legal Description

For APN/Parcel(s): 052-050-030-000, 052-050-031-000 and 052-070-071-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF NEVADA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

Area 2, as shown and designated on Survey Map for Tektronix, as filed in the Office of the Recorder of the County of Nevada in Book 12 of Surveys, at Page 104.

All that portion of the lands of Tektronix as described in the Deeds filed in Book 295, Official Records, at Page 443, Book 294, Official Records, at Page 453, Book 381, Official Records, at Page 345 and Book 467, Official Records, at Page 663, Nevada County Records, being situated within the Southeast Quarter of Section 12 and the Northeast Quarter of Section 13, Township 16 North, Range 7 East, M.D.M., being more particularly described as follows:

Commencing at the South Quarter corner of said Section 12, marked by a 2-1/2" aluminum cap stamped L.S. 4370, thence from said point of commencement along the North-South centerline of said Section 12 North 01° 05' 11" West 101.86 feet to the Northwest corner of the herein described area and being situated on the Southerly line of Bitney Springs Road (Co. Rd. No. 413AA2); thence along said road line the following six (6) successive courses: South 88° 32' 00" East 484.51 feet to the beginning of a radial curve to the right, concave the Southwest, having a radius of 960.00 feet; thence along said curve through an arc of 11° 05' 00" for a distance of 185.70 feet to the end thereof; thence South 77° 27' 00" East 132.27 feet to the beginning of a curve to the left, having a radius of 540.00 feet; thence along said curve through an arc of 13° 07' 00" for a distance of 123.62 feet to the end thereof; thence North 89° 26' 00" East 283.06 feet to beginning of a curve to the right, having a radius of 1960.00 feet; thence along said curve through an arc of 06° 16' 00" for a distance of 214.37 feet to the Northeast corner of the herein described area; thence along the Easterly line the following three (3) successive courses: South 01° 57' 00" West 914.69 feet; thence South 35° 37' 00" East 494.80 feet; and thence South 00° 33' 04" East 1333.46 feet to the Southeast corner and being situated on the East-West centerline of said Section 13; thence along said line South 89° 29' 03" West 1675.25 feet to the Southwest corner and being the center Quarter corner of said Section 13; thence along the North-South centerline of said Section 13, North 00° 13' 00" West 2646.50 feet to the point of commencement.

The above described area being further delineated on that certain Record of Survey Lot Line Adjustment LA95-34, as filed in Book 12 of Surveys, at Page 104, Nevada County Records.

APN: 052-050-031-000

PARCEL B:

Area 3, as shown and designated on Survey Map for Tektronix, as filed in the Office of the Recorder of the County of Nevada in Book 12 of Surveys, at Page 104.

All that portion of the lands of Tektronix as described in the Deeds filed in Book 381, Official Records, at Page 345, and Book 464, Official Records, at Page 223, Nevada County Records, being situated within the Northeast Quarter of Section 13, Township 16 North, Range 7 East, M.D.M., being more particularly described as follows:

Commencing at the Southeast corner of the herein described area from which the East Quarter corner of said Section 13 bears the following two (2) courses: North 89° 07' 57" East 103.57 feet and South 00° 52' 52" East 1339.71 feet; thence from said point of commencement along the Southerly lines South 89° 07' 57" West 910.00 feet to the Southwest corner; thence along the Westerly lines the following two (2) successive courses: North 35° 37' 00" West 494.80 feet and North 01° 57' 00" East 914.69 feet to the Northwest corner and being situated on the Southerly line of Bitney Springs Road (Co. Rd. No. 413AA2); thence along said road line the following four (4)

EXHIBIT "A"
Legal Description
(continued)

successive courses: South 84° 18' 00" East 443.36 feet to the beginning of a radial curve to the right, concave to the Southwest, having a radius of 1160.00 feet; thence along said curve through an arc of 20° 28' 00" for a distance of 414.36 feet to the end thereof; thence South 63° 50' 00" East 301.41 feet to the beginning of a curve to the left, having a radius of 1240.00 feet; thence along said curve through an arc of 02° 14' 18" for a distance of 48.44 feet to the Northeast corner; thence along the Easterly line South 00° 52' 03" East 992.12 feet to the point of commencement.

The above described area being further delineated on that certain Record of Survey Lot Line Adjustment LA95-34, as filed in Book 12 of Surveys, at Page 104, Nevada County Records.

APN: 052-050-030-000

PARCEL C:

PARCEL ONE:

Area 4, as shown and designated on Survey Map for Tektronix, as filed in the Office of the Recorder of the County of Nevada in Book 12 of Surveys, at Page 104.

PARCEL TWO:

All that portion of Area 5 as shown and delineated on Survey Map for Tektronix, as filed in the Office of the Recorder of the County of Nevada in Book 12 of Surveys, at Page 104; being more particularly described as follows:

Beginning at a point in the centerline of Lone Lobo Trail, private road, from which the Northwest one-sixteenth corner of Section 18, Township 16 North, Range 8 East, M.D.M., a point on the boundary of Area 5, bears South 44° 21' 58" East 418.99 feet; thence from said point of beginning along the centerline of Lone Lobo Trail North 18° 56' 00" East 86.73 feet to the beginning of a curve to the left having a radius of 600.00 feet; thence along said curve through a central angle of 22° 59' 00" for an arc distance of 240.68 feet; thence North 04° 03' 00" West 186.84 feet to the point on the South line of Bitney Springs Road, a County Road, said point being the beginning of a non-tangent curve to the right, concave to the South, having a radius of 460.00 feet and from which the center of said curve bears South 05° 27' 56" West; thence along the South line of Bitney Springs Road along said curve in an Easterly direction through a central angle of 16° 04' 04" for an arc distance of 129.00 feet; thence South 68° 28' 00" East for 151.60 feet to the beginning of a curve to the left having a radius of 540.00 feet; thence along said curve through a central angle of 12° 03' 27" for an arc distance of 113.64 feet; thence leaving said South road line South 08° 18' 00" West 85.87 feet; thence South 05° 24' 00" East 141.20 feet; thence South 47° 50' 00" West 314.86 feet; thence North 75° 54' 00" West 194.64 feet to the point of beginning.

Parcels One and Two above constitute a single legal parcel, merged into one parcel under Nevada County Lot Line Adjustment LLA19-0010, approved December 6, 2019, as more particularly described in that certain Lot Line Adjustment LLA19-0010 Grant Deed recorded July 6, 2020, as Instrument No. 20200015055, Nevada County Records.

Together with an easement Fifty (50) feet in width for purposes of ingress, egress and any and all public or private underground utilities together with only necessary above ground appurtenances, situated within the above described parcel;

The centerline of said easement is more particularly described as follows:

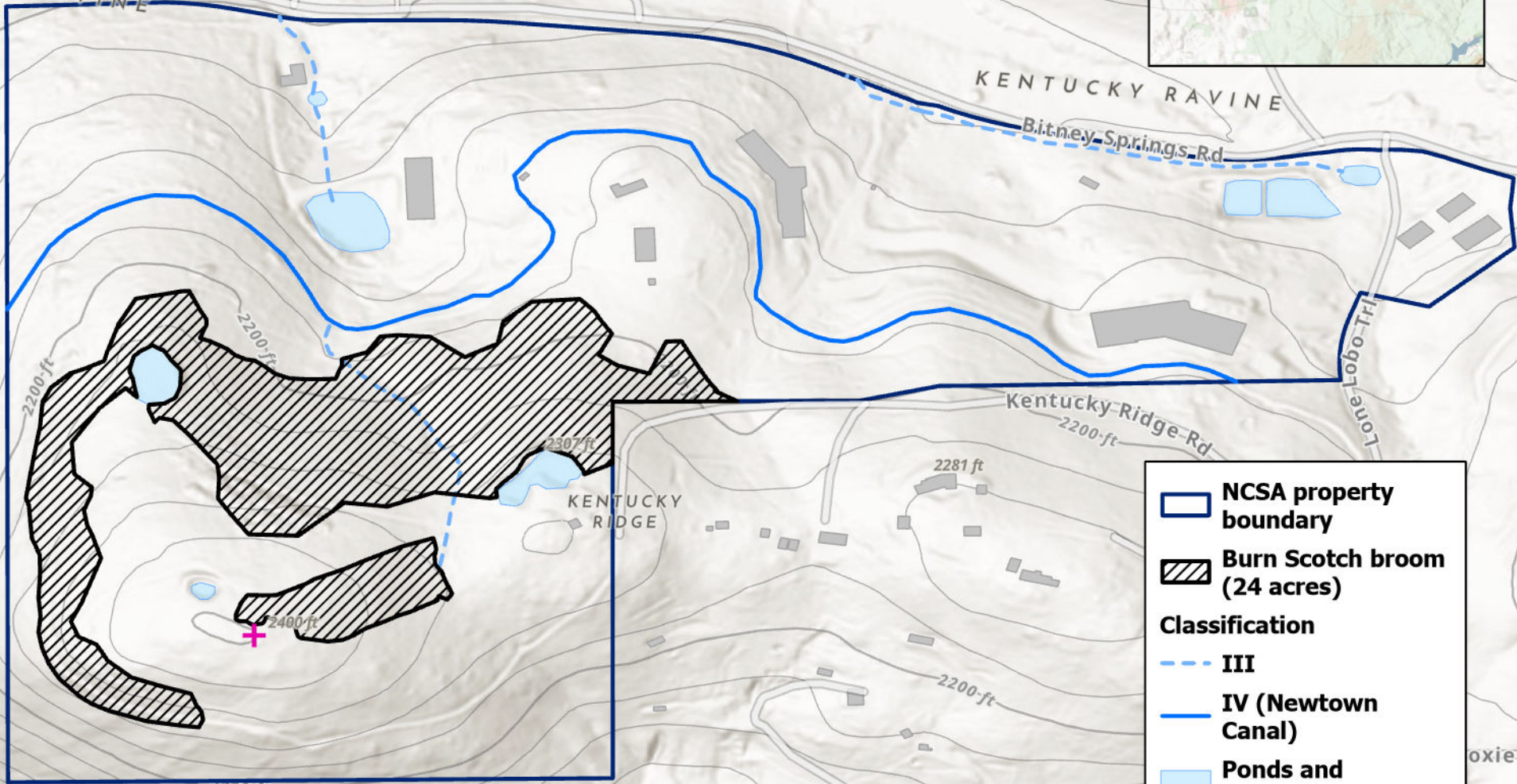
Beginning at a point on the Southerly edge of Parcel Two described above, from which said Northwest sixteenth

EXHIBIT "A"
Legal Description
(continued)

corner of Section 18 bears South 14° 20' 34" West 465.41 feet; thence from said point of beginning leaving said Parcel Two boundary North 05° 24' 00" West 154.21 feet; thence North 08° 18' 00" East 88.18 feet to the end of said centerline on said Parcel Two boundary, being the Southerly line of Bitney Springs Road, a County Road; the West sideline at the point of beginning being extended to terminate on said Parcel Two boundary and the sidelines at the end of said centerline being lengthened or shortened as may be required to terminate on the South line of Bitney Springs Road.

APN: 052-070-071-000_

EXHIBIT B



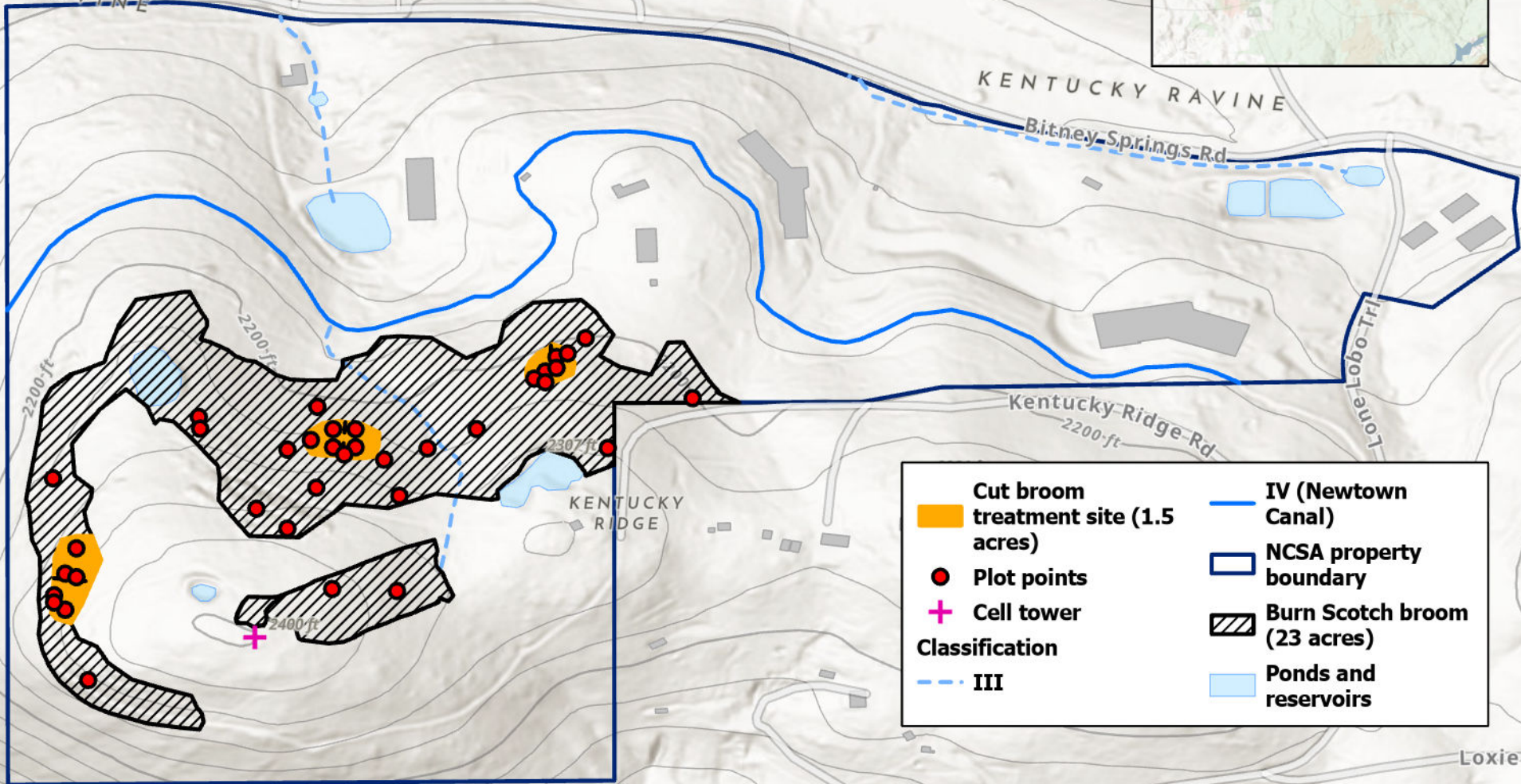
Legend

- NCSA property boundary
- Burn Scotch broom (24 acres)
- Classification**
 - III
 - IV (Newtown Canal)
- Ponds and reservoirs
- Cell tower

Nevada City School of the Arts Treatment Units
13032 Bitney Springs Road
Nevada City, CA 95959

N

EXHIBIT B



Cut broom treatment site (1.5 acres)	IV (Newtown Canal)
Plot points	NCSA property boundary
Cell tower	Burn Scotch broom (23 acres)
Classification	Ponds and reservoirs
III	

Nevada City School of the Arts Treatment Units
13032 Bitney Springs Road
Nevada City, CA 95959





Nevada City School of the Arts
School Director's Monitoring Report

Executive Limitations Policy: **B6 – Communication to the Board**

Charter Governance Council Meeting: **January, 2025**

I report compliance with all parts of this policy.

Unless indicated otherwise all data in this report is for the 12-month period ending January 25, 2025 and is accurate as of that date.

I certify that the information contained in this report and attachments is true.

Signed , School Director

B6 - The School Director shall not cause or allow the Board to be uninformed or unsupported in its work.

Interpretation:

In the context of this policy, the School Director is responsible for ensuring that the Board has sufficient information to make Board decisions; logistical and administrative support is dealt with in policy B7 – Board Logistical Support.

Operational Definitions:

- a. The Board has fully defined this policy in the sub-policies below. Please look there for further definitions.

Data:

- a. See data for each sub-policy.

B6.1 The School Director will not submit monitoring reports that are untimely, inaccurate, or hard to understand.

Interpretation:

The School Director will submit monitoring reports to the Board according to the schedule defined in the Board Annual Calendar. These reports will be written in such a way that the Board can easily determine whether or not the School Director/School is following the policy. Board acceptance of these reports will indicate that the Board agrees the reports are **accurate and understandable**.

Operational Definitions:

- a. Compliance will be determined using the Monitoring Summary Table maintained by the Board Secretary for the D4 – Monitoring School Director Performance policy.

Data:

- a. See Monitoring Summary Table below.

Policy	Date
A - Ends Report/Strategic Plan	12/19/24
B-1 – Financial Condition and Activities (1st Interim)	11/21/24
B-1 – Financial Condition and Activities (2nd Interim)	2/15/24
B-2 – Planning and Financial Budgeting	5/22/24
B-3 – Asset Protection	10/10/24
B-4 – Treatment of Parents and Students	5/22/24
B-5 – Staff Treatment and Compensation	3/21/24
B-6 – Communication to the Board	1/30/25
B-7 – Board Logistical Support	1/30/25
B-8 – Emergency School Director Succession	1/30/25

B6.2 The School Director shall not report any actual or anticipated noncompliance with any policy of the Board in an untimely manner.

Interpretation:

The School Director is responsible for ensuring compliance with Board policies, as defined by School Director operational interpretations, at all times. The Board will be informed of any actual or anticipated noncompliance items in writing at the first Board meeting following the School Director’s awareness of noncompliance.

Operational Definitions:

- a. The monthly update report will include notices of anticipated and actual non-compliance as needed.
- b. Regular monitoring reports will include notice of actual non-compliance as needed.
- c. In the case of a serious actual or anticipated non-compliant issue, the School Director will inform the Board President immediately.

Data:

- a. Non-compliance issues noted in monthly updates: None so far
- b. Non-compliance issues noted in regular monitoring reports:

Date	Report/Section	Reason
3/23/23	B-4(e)	Students reported that bullying and the response to it is not going well. Our Youth advocate has been doing a better job of building relationships. The CHKS survey indicates that only 3% of students overall (this is only 1-2 students) feel unsafe at school which is an improvement. Overall the score went up positively by 3-5% depending on the grade.
6/3/24	B-5.4 (d)	Staff Survey Q52 below compliance benchmark. Non-compliant: Q 52 is still below the benchmark of 3.50 even though we adjusted the benefit cap for employees covering children and families.

- c. Serious non-compliance issues noted immediately to Board President:
 - **None**

B6.3 The School Director shall not allow the Board to be unaware of relevant trends, public events of the school, or internal and external changes which may affect Board policy.

Interpretation:

The School Director is responsible for ensuring that the Board has all the information it needs in order to make good decisions. This information is primarily about long-term, big-picture or high-impact information rather than the day-to-day details. Examples of significant operational changes might include major shifts in enrollment, changes which materially affect staff/students, and community members’ perception of the School. The School Director is responsible for providing enough notice of such possible operational changes both to ensure that the Board is informed and so that the Board has time to consider whether to weigh in with changes to Board policy.

Because the typical annual reporting schedule of an executive limitations policy does not always adequately meet the needs of the Board in receiving timely information, the School Director shall provide monthly communications to the Board in the form of an update report.

Operational Definitions:

- a. Regular monitoring reports will include historical and/or trend information when that information is available and possibly useful to the board.
- b. The School’s annual plan (LCAP) or School Director monthly update report will include information about possible significant operational changes in advance of those changes.
- c. The School Director will provide a monthly written update report (FYI Report) in support of this B6 policy including:
 - 1. Relevant financial information.
 - 2. School level issues that help the board see the big picture.
 - 3. Public events (activities and gatherings both on and off premises) of a nature that may affect the perception of the School in the community.
 - 4. Internal and external changes like significant modifications to the normal pattern of school business.
 - 5. In the case of confidential matters, the School Director will report/counsel on these in Closed Session rather than in the written monthly report.
 - 6. In those cases when the Board needs to be informed about matters of a more urgent nature, the School Director will contact the Board President or the entire board directly.

Data:

- a. Monitoring reports containing historical and/or trend information:

B1—Financial Conditions	November 2024
B3—Asset Protection	November 2024

B4—Parents and Students	June 2024
B5— Staff Treatment	March 2024

- b. Submitted a new LCAP for the 2024-2027 school years in June of 2024. Charter will be renewed this year.
- c. During the reporting period, the School Director submitted to the Board every month a written communication in support of the B6 policy. These reports included:
 - Financial performance
 - Actual performance compared to the budget.
 - Significant financial trends
 - School level issues (e.g., *legal updates, community concerns*) were reported.
 - Significant changes to the normal pattern of business (e.g., enrollment drop, attendance)
 - Progress toward meeting the Ends Policies
 - Closed Session (confidential) reports:

Meeting Date	Closed Session Topic
10/10/24	Student Discipline
1/30/25	Real Estate Negotiations

B6.4 The School Director will not withhold her opinion if she believes the Board is not in compliance with its own policies on Governance Process and Procedures, particularly in the case of Board behavior that is detrimental to the work relationship between the Board and the School Director.

Interpretation:

The School Director is obligated to inform the board if, in his or her opinion, the board is not acting in accordance with its board policies.

Operational Definitions:

- a. The School Director FYI report included in the monthly Board meeting packet will include, as needed, notes about the School Director's opinion concerning Board behavior.

Data:

- a. Just a reminder that as board members how you present yourself at school, driving to school, and interacting with teachers and staff is important and reflects on the school and the board.

B6.5 The School Director shall not deal with the Board in a way that favors or privileges certain Board members over others except when responding to officers or committees duly charged by the Board.

Interpretation:

The School Director is responsible for helping the Board maintain its commitment to holism as expressed in Board policy D1 – Unity of Control. Only the Board as a whole has any authority, though the School Director can interact with any board member in any way as long as they do not give that board member any decision-making authority and as long as that board member does not receive any benefit that is not accorded to all board members.

Operational Definitions:

- a. Compliance determined by board members reporting to the School Director, or board president, who then informs the School Director, of an out of compliance situation.

Data:

- a. No out of compliance situations reported. Please remember to share your concerns with the director - especially if they are from another parent.

B6.6 The School Director shall not fail to supply for the Board’s consent agenda all decisions delegated to the School Director yet required by law, regulation, or contract to be Board-approved.

Interpretation:

By using a consent agenda, the board “officially performs a ritual approval of actions for which it has already assigned authority to the [School Director]. Thus, the outside authority is obeyed, but governance and management are not compromised.” (“Boards Should Have Their Own Voice,” pg 140, in *John Carver on Board Leadership*.)

Operational Definitions:

- a. Each year, the School Director will provide all school policies for approval by the board, a requirement of law.
- b. Other items requiring board approval to satisfy the requirements of banks, insurance carriers, retirement plans, etc., will be presented to the board as needed.

Data:

- a. In February of this year, the board’s consent agenda will include approval of updated school policies. All policies were reviewed by the appropriate parties (lawyers, county office, nurse, etc.) prior to being submitted for the consent agenda. Copies of these will be presented to the board as part of the meeting packet and the log is placed in their binders.
- b. At no other time since the last report did the School Director make a decision that was required by law, regulation, or contract to be board approved.



Nevada City School of the Arts

School Director's Monitoring Report

Executive Limitations Policy: **B-7 Board Logistical Support**


Board of Directors Meeting: **January 30, 2025**

Policy: B7 –Board Logistical Support

Unless indicated otherwise all data in this report is for the 12-month period ending January 30, 2025.

I certify that the information contained in this report and attachments is true.

I report compliance on all parts of this policy except B7.3 (a).

Signed , School Director

Attachments: None

B7. The School Director must not allow the Council to have inadequate logistical support.

Interpretation:

The School Director is responsible for providing administrative support to the Board so that directors can focus on their governance role rather than on all the administrative work that keeps any good team functioning. Maintaining support will be the responsibility of the School Director even if further delegation occurs.

Operational Definitions:

- a. The Board has fully defined this policy in the sub-policies below. Please look there for further definitions.

Data:

- a. See data for each sub-policy.

B7.1 The School Director will not provide the Board with insufficient staff administration to support governance activities and Board communication.

Interpretation:

The School Director is responsible for ensuring that one school employee is designated as a Board Administrator. Though this employee will serve the needs of the board, he or she will always be supervised solely by the School Director and may have other duties beyond board support.

Operational Definitions:

- a. One employee will act as Board Administrator.
- b. The Board President and Secretary will affirm that administrative support is sufficient.

Data:

- a. *Toni Holman* has served as the Board Administrator throughout this reporting period.
- b. Results of questionnaire given to Board President and Secretary on December 11, 2023. A “yes” response means that the work was done adequately; a “no” response means the work was not done adequately. Compliance is achieved when both president and secretary answer “yes” to all items.
- c.

Board Administrator job duties and responsibilities for “sufficient governance support”	Board Pres	Board Secretary
Administrative support provided to Board President and Secretary on Board related matters (including research and correspondence)	YES	YES
Materials coordinated and disseminated for the Board so it is prepared for meetings and retreats.	YES	YES
Draft meeting minutes provided	YES	YES
Logistics arranged for board meetings, retreats and Annual Meeting	YES	YES
Nominations and election process coordinated as directed.	YES	YES
Board calendar, task lists and other organizing tools maintained as needed	YES	YES
Information located and compiled for Board as requested	YES	YES
Reports and correspondence composed for Board as requested	YES	YES
Board records and archives maintained, including approved minutes, Bylaws and affected documents	YES	YES
Overall performance is supportive of Board activities	YES	YES

B7.2 The School Director will not allow the Board to be without a workable mechanism for official board, officer or committee communications.

Interpretation:

The Board needs both a way to communicate internally (between directors) and externally (between the board and the members and/or community). A “workable mechanism” is easy to use and gets the job done. For internal communications, this policy refers to the distribution of the board meeting packet and a central and easily accessible storage area for those packets. For external communications, it refers to publishing board-approved articles.

Operational Definitions:

- a. The monthly board meeting packet will be available 4 days before each board meeting – hard copy at the secretary’s desk and online through the board page of the school’s website.
- b. Past meeting packets are available at the board web page.
- c. Board articles will be published in the Director’s Note, Canvas, and/or on the website when written or authorized by the board president.

Data:

- a. During this reporting period, all meeting packets were available 4 days before each meeting.
- b. The board area of the school’s Google Drive contains meeting packets dated September 8, 2006 (when the board began using electronic documents) through January 30, 2025.
- c.

Director’s Note		WebSite	
Date	Subject	Date	Subject
No communication from the board this year.		Dec. 2022 - January 30, 2025 meetings	Full packets posted on the web-site monthly 72 hours prior to meeting

B7.3 The School Director will not allow Board Members to be without an updated copy of the Policy Register and the Bylaws.

Interpretation:

No further interpretation.

Operational Definitions:

- a. New directors will receive access to a digital board notebook "Board Binder (CGC)" containing the current Policy Register and Bylaws.
- b. Revised policies are updated in the digital notebook following approval of the revision by the board.
- c. The most current Policy Register and Bylaws will be posted on the School website.

Data:

- a. Directors who joined the board this year

Director	1 st official meeting	Date of receipt of board notebook
Elissa Spencer	9/12/24	1/27/25 (Non-compliant)

- b. Updated policies provided in meeting packets

Policy	Revision Date
301 Enrollment Policy	1/30/25
328 Discipline, Suspension and Expulsion Policy & Procedures	1/30/25

- c. On the board page of the school’s website you will find the Policy Register (rev. 9/28/17), the Bylaws (rev. 3/22/18) and the Ends Policies (rev. 9/28/17)

B7.4 The School Director will not provide inadequate information and notice to members concerning Board actions, meetings, activities and events.

Interpretation:

School members should have easy access, through multiple sources, to information about their elected board.

Operational Definitions:

- a. Names and contact information of all current directors will be posted on the board page of our website and Director’s Note.
- b. Notice of all board meetings will be posted on the bulletin boards at LC & UC, the school calendar, and the website.
- c. A copy of the Policy Register will be kept in a “Governance Binder” at the Board Secretary’s desk and on the web page.
- d. Copies of approved board meeting minutes will be kept in the Governance Binder and on the web page.
- e. The agenda for the upcoming board meeting will be posted on the web page and in the Governance Binder the same day the meeting packets are distributed to directors.
- f. Notice of board elections will be posted on the web page and in the Director’s Sunday Note beginning 2 months before the election.

Data:

Most recent updates:

	Web Page	Bulletin Board	Newsletter	Governance Binder
a. Director names and contact information	8/5/24	1/28/25	NA	1/28/25
b. Board Meeting Notice	perennial	perennial	perennial	NA
c. Policy Register	10/25/23	NA	NA	1/28/25
d. Approved Minutes	2/3/25	NA	NA	1/28/25
e. Board Meeting Agenda	1/27/25	1/27/25	NA	1/27/25 (Email)
f. Board Election Notice	None Provided	None Provided		NA



Nevada City School of the Arts
School Director's Monitoring Report


Executive Limitations Policy: Policy: **B8–Emergency School Director Succession**

Charter Governance Council Meeting: **January 30, 2025**

I report compliance with all parts of this policy.

Unless indicated otherwise all data in this report is for the 12-month period ending January 30, 2025 and will be accurate as of that date.

I certify that the information contained in this report and attachments is true.

Signed , School Director

B8 -To protect the school from sudden loss of School Director services, the School Director must not have less than one other staff person sufficiently familiar with Council and School Director issues and processes to enable her/him to take over with reasonable proficiency as an interim successor.

Interpretation:

To mitigate the risk of disruption of operations that could arise should the School Director be unexpectedly unable to perform her duties, the School Director will designate and train primary successors who are familiar with School Director issues and the School Director/Board relationship, and who can keep the school running smoothly until the Board chooses another SD.

Operational Definitions:

- a. The School Director will identify interim Designated School Directors (DSD).
- b. The DSDs will receive training on basic School Director/Board functionality.
- c. The DSDs will attend at least two board meetings per year.
- d. The DSDs will participate in writing at least one monitoring report per year, beginning this year.
- e. The Assistant Principal will conduct at least one staff meeting per year in a leadership capacity.

Data:

- a. Angie Maxson and Melissa Brokenshire are my DSDs
- b. Training on School Director/Board functionality – DSDs prepared a written statement (explaining they are prepared and ready to step in for me if needed).
- c. Angie will attend the February-May meetings.

d. Monitoring reports which Angie participates in writing:

Monitoring Reports	
March	B4—Parent & Student Treatment
April	B5 – Staff Treatment

e. *Angie Maxson* attends/facilitates the TK-5 Team Meetings and she is part of the Leadership Team and the Admin Team. Angie also helped prepare all the beginning of the year staff training. The Leadership Team meets weekly so she is in the know about all things related to NCSA.

Our long term plan was disrupted. The person who we thought would take over, resigned last year and there is no one here I can imagine taking my position or who is qualified to do so and no one wants to as far as I can tell. The position requires an Admin Credential and Masters Degree and I do not suggest we change that. I will retire in 3 years and suggest we post for my position in January of 2027 and have the new person work alongside me for the 27-28 school year so I can slowly phase out.

Nevada City School of the Arts | 2025-26 DRAFT CALENDAR

<p>4 Independence Day</p>	<p>JULY 2025</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>H</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S			1	2	3	H	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			<p>JANUARY 2026</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td>H</td><td>B</td><td>3</td></tr> <tr><td>4</td><td>T</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>H</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </tbody> </table>	S	M	T	W	Th	F	S					H	B	3	4	T	6	7	8	9	10	11	12	13	14	15	16	17	18	H	20	21	22	23	24	25	26	27	28	29	30	31	<p>1-2 Winter Break</p> <p>5 No School: Teacher Day</p> <p>19 M.L. King Jr. Day</p> <p>30 Last Day of 1st Semester</p> <p>18/1/4</p>														
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*Emergency (ER) days are reserved for power outages and unforeseen school closure dates. They are used when needed.

175 Student Days | 11 Teacher Days | 44 Minimum Days | CGC approved:



ENROLLMENT POLICY AND PROCEDURES

Governing Law: Admission policies and procedures, consistent with [Education Code Section 47605.6] subdivision (e). Education Code Section 47605.6(b)(5)(M)

Nevada City School of the Arts (NCSA) actively seeks a diverse student population that understands and values the Charter School's mission and is committed to the Charter School's instructional and operational Philosophy. Admission to the Charter School is open to any resident of the State of California and the Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or their parent or legal guardian within the state. Prospective students and their parents or guardians will be briefed regarding the Charter School's instructional and operational philosophy and will be given a summary of the Charter School's student-related policies. Admission procedures outlined in the Board-approved enrollment policy are strictly followed. In accordance with Education Code Sections 49011 and 47605.6(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

The Charter School will be nonsectarian in its programs, admission policies, employment practices, and all other operations, and shall not charge tuition nor discriminate against any pupil on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, equal rights, and opportunities in the educational institutions of the state.

In accordance with Education Code Section 47605.6(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605.6(e)(2)(B)(III), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Education Code Section 47605.6(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605.6(e)(2)(B)(iii), as listed above.



Pursuant to Education Code Section 47605.6(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Education Code Section 47605.6(e)(4), and make this notice available to parents.

Public Random Drawing

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applicants shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing (or “lottery”) to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed admission for the following school year. Admission preferences in the case of a public random drawing shall be given to the following students in the following order:

1. Children of employees at NCSA¹
2. Siblings of students admitted to or attending NCSA and grandchildren of employees at NCSA²
3. Siblings/children of alumni of NCSA³
4. Students currently enrolled at Margaret G Scotten School⁴
5. Students who reside within the Grass Valley School District⁵
6. Students who have remained on the waitlist for 2 or more consecutive years⁶
7. Residents of Nevada County⁷
8. All other applicants

Open Enrollment

The above priorities apply to all student applicants during the “Open Enrollment Periods.” In order for applications to be considered for the next school year, they must be received during the initial open enrollment period that begins in November and ends before the lottery. A Proof of Residency in the form of a Utility Bill or Lease Agreement must be submitted following enrollment. Closing of Open Enrollment will be announced a minimum of 14 days prior to the deadline to apply. Each applicant is placed in a priority category (see list above). If there is an opening in the grade for

¹ An employee is defined as a person paid for working 15 hours per week or more or 2 years active, continuous employment if under 15 hours per week.

² A sibling is defined as a child who is a brother or sister by birth, adoption, marriage or legal domestic partnership

³ Alumni priority is given to a child or sibling of a former student who successfully graduated from NCSA. Proof of graduation and relationship to student is required in order to receive this priority.

⁴ NCSA gives priority to students from Margaret G Scotten School due to receiving the SB 740 Facilities Grant.

⁵ NCSA gives priority to students from the Grass Valley School District due to receiving the SB 740 Facilities Grant. A provision of this grant is that a charter school can use the highest FRLP percentage of any school within the local school district as long as the charter school gives the school district priority for admissions. Education Code Section 47605.3.

⁶ NCSA gives priority to students that have applied and remained on the waitlist without being offered a spot for two or more consecutive years.

⁷ We must receive a Proof of Residency to be considered a Resident of Nevada County.



which the student has applied, the opening will be filled in priority order. If there is more than one applicant in a given priority category, a lottery draw will occur. Students not drawn for open spots will be given a priority number within their category based on the lottery draw and placed on the waiting list. All new openings will be filled according to the waitlist priority. However, if a student in categories 1-2 applies they will bypass everyone on the waitlist in categories 3-5 and be placed in their categories respectively. Acceptance of Enrollment – April-August (For Following School Year)

After the lottery draw, parents of accepted students will be contacted and given a maximum of 2 business days to accept the opening. If they do not accept the opening or respond within the allotted time, the student's name will be removed from the list, and the next child on the waiting list will be offered the available position. In addition to verbal acceptance, parents must complete the appropriate paperwork registering their student for the new school year. This paperwork is emailed out following the verbal acceptance and is expected to be returned two weeks from acceptance. If it is not received by that time, the student will be removed from the class roster and the next child on the waitlist will be offered the opening.

Acceptance of Enrollment – August-April (For Current School Year)

When an opening becomes available, parents/guardians of student applicants will be contacted and given 2 business days to respond. If they do not accept the opening or respond within the allotted time, the student's name will be removed from the list, and the next person on the waiting list will be offered the available position. If circumstances are such that the reason for refusal is poor timing of transfer, the parent may request for their child to be added to the bottom of the waitlist.

Waitlist Status

After completion of the lottery, all parents/guardian of students on the waitlist will receive an email informing them of their position on the waitlist. They will continue to receive email updates any time their child moves on the waitlist.

PLEASE NOTE:

- Students remaining on the waiting list at the end of a school year do not have any priority for the following school year, unless they fall under Priority #5. If they would like to be included in the lottery for the following year parents must re-apply prior to the close of enrollment.
- Students wishing to transfer to NCSA during the course of the school year will not be enrolled until they have completed an intake meeting with the school director and teacher.
- NCSA does not accept students after March 1st.
- Students enrolled in the Transitional Kindergarten have enrolled student priority and will automatically advance into Kindergarten the following year.
- Applications for 8th Grade will not be accepted after the third (3rd) Friday of September.
- Students who have left NCSA, and wish to return, will still be required to follow the standard order of priority as outlined above.

Parents must reapply every school year for the lottery. Waitlists DO NOT roll over.



Exit Policy:

1. We ask parents/guardians to let us know when their children will no longer attend NCSA. Because a student is not allowed to be enrolled in two schools at the same time, if we receive an official student cumulative file request from another school, the student will be automatically dropped from our roster and no longer allowed to attend NCSA.
2. If the parent/guardian notify the Enrollment Coordinator that their student will no longer attend NCSA by phone, email, or any other communication the student will be dropped as of the date discussed and their spot will be filled.
3. Students in grades 6-8 who have been socially promoted once may be asked to leave NCSA and return to their District of Residence if they do not pass a second semester.
4. Any student who leaves NCSA while on an Academic or Behavior contract loses any priority status they may have had (i.e. they no longer have sibling status). In addition, in order to return, the parents must meet with the School Director and agree to the continuation of the contract.



RESTORATIVE JUSTICE, SUSPENSION AND EXPULSION POLICY AND PROCEDURES

The Nevada City School of the Arts Board and the community at NCSA believes that it is important to treat each person with respect. We try to make sure we are considerate of each other so that everyone can fulfill their roles. Students can learn, teachers can teach, and staff can work in a safe and enjoyable environment. NCSA believes that Restorative Practices are an effective approach to addressing misconduct. Accordingly, NCSA utilizes restorative techniques wherever possible and practicable.

In terms of discipline, restorative practices take incidents that might otherwise result in punishment and find opportunities for students to recognize the impact of their behavior, understand their obligation to take responsibility for their actions and take steps toward making things right. In this process, students learn how to interact and manage their relationships with adults and peers, and as a result become better equipped to understand how their behavior impacts others. In doing so, restorative practices encourage accountability, improve school safety, teach empathy, and help develop skills so students and the school community can all succeed.

Restorative Justice

What Is Restorative Justice?

Restorative Justice is a set of principles and practices employed in the school to respond to student misconduct, repair harm, and restore relationships between those impacted. It is used as an alternative to traditional school discipline and suspension. Both the theory and practice of restorative justice emphasize the importance of:

- **identifying the harm,**
- **involving all stakeholders to their desired comfort level**
- **true accountability**
- **taking steps to repair the harm and address its causes to the degree possible.**

Restorative justice in its basic form is an incredibly intuitive and a commonsense concept for most people. Restorative justice presents opportunities to those impacted by an event to collectively define the impact and determine steps to make things as right as possible for everyone involved: the person(s) harmed, the person(s) who harmed others, and the broader community that was affected both directly as well as indirectly. Because of the ways most current systems operate, often contrary to restorative principles, it is common for the implementation of restorative practices to be misunderstood and face resistance.

The way wrongdoing is typically responded to:

- ***What rules or laws were broken?***
- ***Who broke them?***



- ***What do they deserve?***

Restorative justice asks:

- **Who has been hurt?**
- **What are their needs?**
- **Who has the obligation to address the needs and remediate the harmful effects?**

The restorative questions above cannot be adequately answered without the involvement of those most affected. Involving those affected is a cornerstone of restorative justice. The foundation of restorative justice rests on common values: respect, inclusion, responsibility, empathy, honesty, openness, and accountability.

What is School-based Restorative Justice?

School-based restorative justice includes prevention, intervention, and reintegration. Restorative practices are used in a variety of ways in schools: to build community, celebrate accomplishments, intervene in offending behavior, to transform conflict that may occur between adults or young people, and to rebuild relationships that have been damaged. They can also be used to re-integrate students who have been excluded. Restorative practices help schools create and maintain a positive school culture and climate.

Restorative practices are used in conjunction with the other programs/support NCSA uses, such as [Responsive Classroom](#), [Talk-it-Outs](#), classroom meetings, and support from our Youth Advocates, School Mental Health Counselor, and Administration. Our teachers manage their classrooms in restorative ways without labeling their methods as restorative. These approaches complement restorative practices and can strengthen the school together. Using them helps us build a caring culture in the classroom, school, and community.

Restorative Circles through Restorative Justice League

Student Led Restorative Circles will be held to strengthen students' problem-solving skills. When conflicts arise, Justice League students will be prepared to have an honest dialogue with the student(s) who caused harm. Students learn to hold each other accountable, acknowledge each other's feelings, and accept each individual's needs. Justice League students will be trained and supervised by the administration or their designee.

If a student is continually referred to the Administration or Restorative Justice Group and/or Class Meetings aren't effective, and the student does not appear to be willing to change their behavior, they may be suspended in compliance with the suspension policy below and a Behavior Contract will be created.

Other Approaches

While Charter School will employ restorative justice techniques whenever possible, practicable, we recognize that traditional discipline, up to and including suspension and expulsion, may be



appropriate in some cases. Accordingly, while restorative practices will always be considered, the administration reserves the right to recommend suspension or expulsion for any of the enumerated offenses listed in the below Suspension & Expulsion Policy, even upon the first offense.

Suspension and Expulsion Policy and Procedures

The Suspension and Expulsion Policy and Procedures have been established to promote learning and protect the safety and wellbeing of all students at Nevada City School of the Arts. In creating this policy, NCSA has reviewed Education Code Section 48900 et seq. which describe the offenses for which students at non-charter schools may be suspended or expelled and the procedures governing those suspensions and expulsions to establish its list of offenses and procedures for suspensions, expulsions and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 et seq. NCSA is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion, or involuntary removal.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as NCSA's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. NCSA staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its Procedures will be provided annually to parents via the Charter School's website and available upon request at the NCSA office and will clearly describe discipline expectations.

This policy and procedures process has been prepared to provide due process to all students. Adherence to the list of offenses and procedures provide adequate safety for students, staff, and visitors to the school and serves the best interests of the Charter School's pupils and their parents/guardians.

The Charter School administration shall ensure that students and their parents/guardians¹ are notified in writing upon enrollment that all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and its Procedures are posted on the NCSA website and are available in hard copy upon request at the NCSA office.

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

¹ The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and a Native American's child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.



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

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the IDEA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities for whom the Charter School has a basis of knowledge of a suspected disability, or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian, and shall inform the student, and the student's parent/guardian, of the basis for which the student is being involuntarily removed and the student's parent/guardian's, right to request a hearing to challenge the involuntary removal. If a student's parent/ guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/ guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. [KU1]

PRODEDURES

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; or d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension and Expulsion Offenses: Students may be suspended or recommended for expulsion when it is determined the student:



- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in, hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person



who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 8, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 8, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 8, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.



- iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- u) A student who aids or abets, as defined in Penal Code Section 31, the infliction or



- attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee's concurrence.
2. Non-Discretionary Suspension and Expulsion Offenses: Students must be suspended and recommended for expulsion when it is determined the student:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4
3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student: **KU2** [HP3]
- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcohol beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.



- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowing received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school policy, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 8, inclusive.
- r) Caused, or attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 8, inclusive.



- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 8, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person or their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.



- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, or paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 - 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - u) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(B).
 - v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student has obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
- 4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:
 - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee's concurrence.
 - b) Brandished a knife at another person.
 - c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
 - d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections



261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term “destructive device” means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the School Director or the School Director’s designee with the student and the student’s parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the School Director or designee.

The conference may be omitted if the School Director or designee determines that an emergency exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and the student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605.6(b)(5)(j)(i). This conference shall be held within two (2) school days, unless the



student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. The conference shall be held as soon as the student is physically able to return to school for the conference.

Penalties shall not be imposed on a student for failure of the student's parent or guardian to attend a conference with school officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, the School Director or designee shall make a reasonable effort to contact the parent/guardian in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the School Director or designee, the student and the student's parent/guardian shall be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student and the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

This determination will be made by the School Director or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either



upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

D. Authority to Expel

As required by Education Code Section 47605.6(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the School Director or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing in open session, three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing.
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment.
5. The opportunity for the student and/or the student's parent/guardian to appear in person



or to employ and be represented by counsel or a non- attorney advisor.

6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days' notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian or legal counsel; and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to



remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.



I. Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

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

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

J. Written Notice to Expel

The School Director or designee following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

- 1) Notice of the specific offense committed by the student
- 2) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The School Director or designee shall send a copy of the written notice of the decision to expel to the chartering authority.

This notice shall include the following:

- a) The student's name
- b) The specific expellable offense committed by the student

K. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the



Charter School. Such records shall be made available to the chartering authority upon request.

L. Right to Appeal

A student expelled from Nevada City School of the Arts can appeal the decision of the Nevada City School of the Arts Board to the Nevada County School Board [JR4] [HP5]. The Nevada County School Board will ensure that Nevada City School of the Arts followed all due process requirements.

M. Expelled Students/Alternative Education

Parents/guardians of students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

N. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission.

O. Readmission or Admission of Previously Expelled Student

The decision to re-admit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be the sole discretion of the School Director following a meeting with the pupil and parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. If the School Director determines that it is not in the best interest to admit the pupil, the pupil may appeal the School Director's decision at the next Board meeting in closed session. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

P. Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.



Q. Involuntary Removal for Truancy

As charter schools are schools of choice and as a charter school student who fails to attend school is potentially depriving another student of their opportunity to enroll, a student may be involuntarily removed as described within the Charter School's Board adopted Attendance Policy for truancy and only after the Charter School follows the requirements of the Attendance Policy and only in accordance with the policy described above which requires notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal. Students who are involuntarily removed for truancy will be given a rehabilitation plan and will be subject to the readmission procedures set forth herein.

R. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parent/guardian to determine:

- a) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b) If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the



determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a) Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b) If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c) Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a



disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The School Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a) Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c) Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 team.

7. Procedures for students not yet eligible for special education services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a) The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b) The parent/guardian has requested an evaluation of the child.
- c) The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections



available to IDEA-eligible children with disabilities, including the right to stay-put. If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.