

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

Thursday, February 27, 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 January 30, 2025 Meeting Minutes - *See attached*

Reports

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

Discussion Items

5. Discuss Mid-Year update to the LCAP and the LCFF Budget Overview for Parents - *See Attached*
6. Discuss U.S. Department of Education's Recent Executive Orders - *See Attached*
7. Discuss Facilities Upgrades and Architects - *See Attached*

Action Items

8. Approve Landowner Access Agreement with Sierra Stream Institute - - *See attached*
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 - *See Attached*
9. Approve B-1 Financial Conditions Monitoring Report 2nd Interim - *See attached*
10. Approve 2024-25 2nd Interim Budget (Raven Springs & NCSA) - *See attached*
11. Approve 2025-2032 NCSA Charter Renewal - *See attached*
12. Approve Revised Policies - *See attached*
 - a. 201 Parent and Family Engagement Policy
 - b. 203 Comprehensive Sexual Health Education Policy
 - c. 204 Education of English Learners (ELL)

- d. 302a Harassment, Intimidation, Discrimination and Bullying Policy (Replacement)
- e. 302b Title IX Policy Prohibiting Discrimination based on Sex (Replacement)
- f. 303 Education for Homeless Children and Youth Policy
- g. 304 Education Records and Student Information Policy
- h. 305 Education for Foster and Mobile Youth Policy
- i. 306 Universal Meals Program Policy
- j. 307 Nondiscrimination Statement
- k. 309 Student Freedom of Speech and Expression Policy
- l. 312 Administration of Medication Policy
- m. 313 Cell Phones and Other Electronic Signaling Devices Policy
- n. 314 Section 504 Policy, Procedures, and Parent Rights
- o. 316 Classroom and School Volunteer, Visitation, and Removal Policy
- p. 317 Dress Code Policy
- q. 320 Immunization Policy
- r. 321 Head Lice Policy
- s. 323 School Sponsored Field Trips & Cultural Excursions Policy
- t. 502N Professional Boundaries Notice
- u. 503 Teacher Credentialing Exceptions
- v. 503F Assessment of Adequacy of Subject-Matter Knowledge Form
- w. 504 Teacher Support Structure Policy
- x. 604 General Complaints Policy
- y. 608 Accounting Policy and Procedures
- z. 611 Record Retention and Disposal Policy

Closed Session

- 13. Conference with Real Property Negotiator (GC 54956.8)
Property: 052-050-031-000
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, January 30, 2025

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

Call Order: 5:03 p.m.

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

Absent: LeeAnne Haglund and Qayyuma Didomenico

Guests: Holly Pettitt, and Melissa Brokenshire

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

Plaudits: Julie Banwellun, Eric Skoog, and everyone who worked on the amazing Raven Springs sign. Melissa Brokenshire and Meshawn Simmons for leading the business development group and spending so much time working on the budget and adding their incredible skills as business managers. Extra plaudit to 4th and 5th grade kids for showing up and doing so well all around. In addition to those listed in directors notes.

Action Items

1. Approve Agenda

Motion: Elisa Spencer moved to approve with the amendment of the agenda with the correction of the property number 052-050-031-000 and modify number 6 to 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

2nd: Meshawn Simmons

Unanimous assent

Consent Agenda

2. Approve December 19, 2024 Meeting Minutes

Motion: Jaylee McGregor moved to approve the December 19, 2024 Minutes 2nd: Jon Lefeber
Unanimous assent

Reports

3. Director's FYI Report – Holly Pettitt

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

Tabled to the February 27, 2025 Meeting for more information

7. Approve 2023-24 School Accountability Report Card (SARC)
Motion: Elisa Spencer moved to approve the 2023-24 School Accountability Report Card
2nd: Meshawn Simmons
Unanimous assent
8. Approve B6 Monitoring Report
Motion: Abby Oas moved to approve the B6 Monitoring Report with the correction of the Communication to the Board date from 3/23/23 to 5/22/24 2nd: Elisa Spencer
Unanimous assent
9. Approve B7 Monitoring Report - Board Logistical Support
Motion: Meshawn Simmons moved to approve the B7 Monitoring Report
2nd: Jon Lefeber
Unanimous assent
10. Approve B8 Monitoring Report - Emergency School Director Succession
Motion: Elissa Spencer moved to approve the B8 Monitoring Report
2nd: Jaylee McGregor
Unanimous assent
11. Approve 2025-26 School Calendar
Motion: Elissa Spencer moved to approve the 2025-26 School Calendar
2nd: Meshawn Simmons
Unanimous assent
12. Review and Accept 2023-24 Consolidated Audit
Motion: Meshawn Simmons moved to accept the 2023-24 Consolidated Audit
2nd: Abby Oas
Unanimous assent
13. Approve Revised Policies
 - a. 301 Enrollment Policy
Motion: Meshawn Simmons moved to approve the Enrollment Policy.
2nd: Jon Lefeber
Motion Carries
 - b. 328. Restorative Justice, Suspension and Expulsion Policy and Procedures
Motion: Meshawn Simmons moved to approve the Restorative Justice, Suspension and Expulsion Policy and Procedures with grammatical corrections on page 10, t),1,ii. and iii - from "Causin ga reasonable..." to "Causing a reasonable..." 2nd: Jon Lefeber
Motion Carries

Closed Session

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

Adjournment 6:41 p.m.

Submitted by: Abby Oas, Board Secretary

1/30/25

Approved by the NCSA Charter Council

LeeAnne Haglund, Board Chair

Date

Abby Oas, Board Secretary

Date



Director FYI Report February 27, 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 the Nourish Team for managing to continue to cook and then deliver amazing meals without an elevator and also to continue to provide scratch cooked meals last week when they were down 3 people!
- To Sam Jones, as always, she has created an amazing school schedule that seems to support all teachers and staff.
- Jamee - New Instructional Assistant: Consistency, quick to learn, hardworking, and able to handle working with many students who qualify for special education and have varying needs.
- Kimberley Bailey - RW Director - Runs a 150-plus-student program where she makes them dinner, provides activities, and offers phenomenal Saturday classes: Lunar New year, outdoor hiking and art, candle making, bread making, etc. She is stepping into the director role and has allowed instructional assistants to be 'lead' teachers for the day, offering them an opportunity to feel needed and experience another aspect of the program.
- Erika Haynes handles a heavy special education (speech) caseload with grace, confidence, professionalism, and love and shares a strong desire to help students learn speech and communication skills. We are fortunate to have her working at NCSA.
- Danielle M. is recognized for seeing the beliefs behind students' behaviors. She excels at working with different student needs within the same classroom. She cares deeply and communicates clearly (and often) with parents when needed about student behaviors. She diligently handles what she can from her classroom before asking for outside support.

- Qausu for her beautiful Black History Month Flyer and for reminding us to incorporate Black Joy into our BHM celebrations.

Financial Information

- On the Agenda
- The Nevada County Charter Services Authority (JPA) will receive \$480,000 in back payment for Medi-cal reimbursement. This will be split among the 5 charter schools based on enrollment. It's a little more than \$100K to NCSA and will help offset our significant negative balance for this current year.

Facilities Update

B2

- We are experiencing an HVAC unit freezing again. It is the same unit as last time. Joseph and Jon are keeping an eye on it so we can defrost it as needed.

B3

- 2/5 The water heater stopped in the west wing of B3. Ian investigated and found no trouble.
- East wing HVAC Compressor was replaced under warranty
- Several roof leaks had developed primarily due to high volumes of water with high wind.
- Power has been provided to the RW tent. Kim has been advised that while running the heaters, not to plug anything else into the outlet as it will likely trip a breaker. The 12 AWG extension cords have arrived as the last part of getting the heaters running and will be installed this week. GFI outlets were tested and found to be working as expected. Joseph Will test monthly to ensure safe operation.
- One of the contactors in the compressor unit for the East wing went bad on 2/21. It will be replaced later that day.

B8

- Reported leaks in several of the usual places
- HVAC turned on on Sunday, 2/16/25. Joseph spent several hours helping Dynamic Mechanical to troubleshoot. The temp was at or above 90° in all rooms on the second floor. We could get the temps down into the 70's for Monday, but the tech still had to come out on Tuesday. We continue to monitor, but the suspected trouble is in a controller in Danny's room. It has been bypassed, and we will monitor it.

B9

- TLC had some minor ceiling damage; a tile and a dress ring will be replaced soon. The damage is from a friend having a rough day.
- Joseph was able to track down the requested electrical information to proceed with the elevator repair.
- Elevator progress report: Parts are scheduled to arrive on Friday, 2/21 they will assemble and deliver when done. The tentative timeline is to have on-site installation done by 3/7/25 and inspected by 3/14/25.
- The roof patch worked; however, it needed to be bolstered, as the wind was more than hoped for.

Events

- Prospective Parent Meetings have been well attended. Lottery is April 4, 2025.

Arts Based Choice for Education

- We have 159 applications for next year. Last year at this time we had 138. We believe we have enough apps this year to fill two 20 student TK classrooms. This would increase enrollment to over 500 students. 😊

Academic, Arts & Social Emotional Achievement

- LCAP Mid Year Update is on the agenda. We are on track with our goals.
- We are seeing a big increase in negative behaviors from students. Not sure what is in the air. I requested that teachers hold class meetings on Monday to discuss with students, review class agreements, and have them share their perspective. I'll let you know what I find out.
- We are currently creating the schedule for next year.

Safe, Respectful and Equitable Conditions for Learning and Working

- Parent Survey will be going out this week.
- After the Parent Survey we will do the Staff survey - this is the "off year" so it will be an informal survey, not an extensive one.
- Based on [this Executive Order](#) the USDE sent a Letter (attached in the packet.) This is a [LINK](#) is to an attorney's interpretation of the USDE's letter. This is a discussion item on the agenda.

Contributor and Collaborator to the Greater Community

- We have moved the Spring date to do the Culturally Informed Burn will be April 5th.
- 8th Graders have an amazing opportunity to meet with members of the Shoshone Tribe while they are in Death Valley. This was made possible due to our ongoing work with the Nisenan and the Sierra Institute.

Raven Springs LLC

Budget vs. Actuals: Adopted Budget 2024-25 - FY25 P&L

July 2024 - June 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
8650 Leases & Rentals	2,615.00		2,615.00	
8650-01 Building 1	19,404.00	25,872.00	-6,468.00	75.00 %
8650-04 Building 9 - Suite 224	1,050.00	2,250.00	-1,200.00	46.67 %
8650-05 Building 5	17,875.00	60,000.00	-42,125.00	29.79 %
8650-06 Building 6	34,373.16	45,830.88	-11,457.72	75.00 %
8650-11 Cell Tower Lease	28,768.94	43,106.64	-14,337.70	66.74 %
8650-12 Building 12	7,200.00	9,600.00	-2,400.00	75.00 %
8650-13 Bldg 13 Lease - Cottage		0.00	0.00	
8650-9A Building 9 - Suite A	8,400.00		8,400.00	
8650-9B Building 9 - Suite B		10,000.00	-10,000.00	
8650-9C Curious Forge Lease	25,475.34	30,894.30	-5,418.96	82.46 %
8650-9S Cosmic Shark Lease	3,337.20	4,320.00	-982.80	77.25 %
8650-9T Building 9 - Storage	4,351.92	4,210.00	141.92	103.37 %
8650-9W Building 9 - Suite 225	878.08	2,274.00	-1,395.92	38.61 %
8650-9Y Building 9 - Suite 214	1,300.00	1,200.00	100.00	108.33 %
8650-AS ArtSpace	5,000.00		5,000.00	
8650-GM Building 9 - Gym	350.00	1,000.00	-650.00	35.00 %
8650-JPA JPA Office Rental		12,600.00	-12,600.00	
8650-NC NCSOTA Lease	538,875.00	718,500.00	-179,625.00	75.00 %
8650-PL Parking Lot		21,600.00	-21,600.00	
Total 8650 Leases & Rentals	699,253.64	993,257.82	-294,004.18	70.40 %
8660 Interest	2,724.79		2,724.79	
8900 Other Revenues/Income	612.75		612.75	
Total Income	\$702,591.18	\$993,257.82	\$ -290,666.64	70.74 %
GROSS PROFIT	\$702,591.18	\$993,257.82	\$ -290,666.64	70.74 %
Expenses				
4000 Business Supplies & Materials				
4300 Supplies & Materials				
4330 Office Supplies		100.00	-100.00	
4352 Maintenance Supplies	1,141.54	9,800.00	-8,658.46	11.65 %
4352-01 Water Treatment Supplies	3,634.11	5,200.00	-1,565.89	69.89 %
Total 4352 Maintenance Supplies	4,775.65	15,000.00	-10,224.35	31.84 %
Total 4300 Supplies & Materials	4,775.65	15,100.00	-10,324.35	31.63 %
Total 4000 Business Supplies & Materials	4,775.65	15,100.00	-10,324.35	31.63 %
5000 Services & Other Operating Expenses				
5400 Insurance	84,288.90	126,439.00	-42,150.10	66.66 %
5500 Operations & Housekeeping				
5510 Utilities - Gas & Electric				
5510-04 Bldg #4	4,383.91	6,756.00	-2,372.09	64.89 %
5510-07 Bldg #7	5,565.99	10,498.00	-4,932.01	53.02 %
5510-09 Bldg #9	54,588.78	56,318.00	-1,729.22	96.93 %

Raven Springs LLC

Budget vs. Actuals: Adopted Budget 2024-25 - FY25 P&L

July 2024 - June 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
5510-10 Bldg #10	374.53	540.00	-165.47	69.36 %
5510-11 Bldg #11	7,396.60	8,520.00	-1,123.40	86.81 %
5510-14 Bldg #14	5,196.07	8,148.00	-2,951.93	63.77 %
Total 5510 Utilities - Gas & Electric	77,505.88	90,780.00	-13,274.12	85.38 %
5515 Landscaping	32,770.00	48,384.00	-15,614.00	67.73 %
5520 Security - Gray Electric	8,548.92	6,600.00	1,948.92	129.53 %
5530 Utilities - Water	14,804.47	28,862.00	-14,057.53	51.29 %
Total 5500 Operations & Housekeeping	133,629.27	174,626.00	-40,996.73	76.52 %
5600 Rentals, Leases & Repairs				
5615 Repairs & Maintenance - Building	19,342.83	44,000.00	-24,657.17	43.96 %
5618 Repairs & Maintenance - Auto		2,000.00	-2,000.00	
5618-01 Property Vehicles - Gas	3,922.22	8,500.00	-4,577.78	46.14 %
5631 Rental, Leases & Repairs	11,929.85	10,263.00	1,666.85	116.24 %
Total 5600 Rentals, Leases & Repairs	35,194.90	64,763.00	-29,568.10	54.34 %
5800 Other Services & Operating Expenses	137,916.09	183,888.00	-45,971.91	75.00 %
5804 Property Taxes	25,428.76	21,613.00	3,815.76	117.65 %
5809 Bank Charges & Fees	12,350.91	1,580.00	10,770.91	781.70 %
5812 QuickBooks Payments Fees	453.17		453.17	
5848 Licenses & Other Fees	17,111.76	17,293.00	-181.24	98.95 %
Total 5800 Other Services & Operating Expenses	193,260.69	224,374.00	-31,113.31	86.13 %
5910 Utilities - Phone/Internet	5,344.00	5,028.00	316.00	106.28 %
5910-01 Bldg #1	-1,350.00		-1,350.00	
5910-05 Bldg #5	-22.72		-22.72	
5910-07 Bldg #7	252.80		252.80	
5910-09 Bldg #9	-652.07		-652.07	
Total 5910 Utilities - Phone/Internet	3,572.01	5,028.00	-1,455.99	71.04 %
Total 5000 Services & Other Operating Expenses	449,945.77	595,230.00	-145,284.23	75.59 %
7299 Contribution to NCSA		100,000.00	-100,000.00	
7438 Debt Service				
7438-01 Interest for land	48,108.24	199,600.00	-151,491.76	24.10 %
7438-02 Interest for Construction Loan	10,558.91		10,558.91	
Total 7438 Debt Service	58,667.15	199,600.00	-140,932.85	29.39 %
Total Expenses	\$513,388.57	\$909,930.00	\$ -396,541.43	56.42 %
NET OPERATING INCOME	\$189,202.61	\$83,327.82	\$105,874.79	227.06 %
NET INCOME	\$189,202.61	\$83,327.82	\$105,874.79	227.06 %

Nevada City School of the Arts

Budget vs. Actuals: 2024-25 - 1st Interim Budget - FY25 P&L Classes

July 2024 - June 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
8000 Revenue - State	2,504,711.00	5,434,653.00	-2,929,942.00	46.09 %
8100 Federal Revenue	232,498.51	450,143.00	-217,644.49	51.65 %
8300 Other State Revenues	850,116.16	1,807,948.69	-957,832.53	47.02 %
8600 Other Local Revenue	550,805.72	845,205.40	-294,399.68	65.17 %
Uncategorized Revenue		150,000.00	-150,000.00	
Total Income	\$4,138,131.39	\$8,687,950.09	\$ -4,549,818.70	47.63 %
GROSS PROFIT	\$4,138,131.39	\$8,687,950.09	\$ -4,549,818.70	47.63 %
Expenses				
1000 Certificated Salaries	1,296,770.52	2,170,903.00	-874,132.48	59.73 %
2000 Classified Salaries	1,290,903.45	2,258,680.00	-967,776.55	57.15 %
3000 Employee Benefits	699,073.77	1,265,679.56	-566,605.79	55.23 %
4000 Books & Supplies	462,020.44	500,102.46	-38,082.02	92.39 %
5000 Services & Other Operating Expenses	1,964,885.80	2,611,508.29	-646,622.49	75.24 %
7000 Other Outflows	9,216.60		9,216.60	
Total Expenses	\$5,722,870.58	\$8,806,873.31	\$ -3,084,002.73	64.98 %
NET OPERATING INCOME	\$ -1,584,739.19	\$ -118,923.22	\$ -1,465,815.97	1,332.57 %
NET INCOME	\$ -1,584,739.19	\$ -118,923.22	\$ -1,465,815.97	1,332.57 %

Nevada City School of the Arts

Budget vs. Actuals: 2024-25 - 1st Interim Budget - FY25 P&L Classes

July 2024 - June 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
8000 Revenue - State				
8011 Charter Schools General Purpose Entitlement - State Aid	1,726,402.00	3,510,552.00	-1,784,150.00	49.18 %
8012 Education Protection Account Entitlement	404,780.00	708,993.00	-304,213.00	57.09 %
8096 Charter Schools in Lieu of Property Taxes	373,529.00	1,215,108.00	-841,579.00	30.74 %
Total 8000 Revenue - State	2,504,711.00	5,434,653.00	-2,929,942.00	46.09 %
8100 Federal Revenue				
8181 Special Education - Entitlement	-14,662.00	73,977.00	-88,639.00	-19.82 %
8182 Special Education Reimbursement		20,000.00	-20,000.00	
8220 Child Nutrition - Federal	145,618.51	214,500.00	-68,881.49	67.89 %
8290 Every Student Succeeds Act (ESSA)	101,542.00	138,666.00	-37,124.00	73.23 %
8296 Other Federal Revenue		3,000.00	-3,000.00	
Total 8100 Federal Revenue	232,498.51	450,143.00	-217,644.49	51.65 %
8300 Other State Revenues				
8380 Special Ed	176,299.00	320,549.00	-144,250.00	55.00 %
8382 Special Education - Prior Year (State)	2,838.00	43,361.00	-40,523.00	6.55 %
8520 Child Nutrition - State	164,474.90	304,000.00	-139,525.10	54.10 %
8545 School Facilities Apportionments	255,979.36	538,875.00	-282,895.64	47.50 %
8550 Mandated Cost Reimbursements	8,674.00	8,674.00	0.00	100.00 %
8560 State Lottery Revenue	46,998.82	118,047.93	-71,049.11	39.81 %
8560-09 PY State Lottery Revenue	1,279.54		1,279.54	
Total 8560 State Lottery Revenue	48,278.36	118,047.93	-69,769.57	40.90 %
8590 All Other State Revenue	193,572.54	474,441.76	-280,869.22	40.80 %
Total 8300 Other State Revenues	850,116.16	1,807,948.69	-957,832.53	47.02 %
8600 Other Local Revenue				
8634 Food Service Sales	55,250.00	87,023.33	-31,773.33	63.49 %
8634-04 Bitney Prep	600.00		600.00	
Total 8634 Food Service Sales	55,850.00	87,023.33	-31,173.33	64.18 %
8650 Leases and Rentals	0.00		0.00	
8650-11 Cell Tower Lease	-2,278.13		-2,278.13	
8650-KC Kitchen/Cafeteria Lease	600.00		600.00	
Total 8650 Leases and Rentals	-1,678.13		-1,678.13	
8660 Interest	6,461.60	5,000.00	1,461.60	129.23 %
8676 After School Program Revenue	95,844.67	195,000.00	-99,155.33	49.15 %
8693 Field Trips	2,210.99		2,210.99	
8693-35 TK Field Studies	720.66	270.00	450.66	266.91 %
8693-36 Kindergarten Field Studies	1,243.69	1,309.50	-65.81	94.97 %
8693-37 1st Grade Field Studies	1,881.02	1,691.25	189.77	111.22 %
8693-38 2nd Grade Field Studies	405.26	592.50	-187.24	68.40 %
8693-39 3rd Grade Field Studies	2,839.35	1,602.75	1,236.60	177.15 %
8693-40 4th Grade Field Studies	8,814.46	10,453.00	-1,638.54	84.32 %
8693-41 5th Grade Field Studies	2,065.25	1,108.50	956.75	186.31 %
8693-42 6th Grade Field Studies	2,197.98	1,717.50	480.48	127.98 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
8693-43 7th Grade Field Studies	6,827.80	15,309.00	-8,481.20	44.60 %
8693-44 8th Grade Field Studies	5,357.65	17,460.00	-12,102.35	30.69 %
Total 8693 Field Trips	34,564.11	51,514.00	-16,949.89	67.10 %
8699 All Other Local Revenue		3,500.00	-3,500.00	
8705 Instrument Rentals		200.00	-200.00	
8709 Middle School Dances	1,124.00		1,124.00	
8710 LLC Payment for Services	122,592.08	183,888.07	-61,295.99	66.67 %
8803 Fundraising		130,000.00	-130,000.00	
8804 Fundraising - AGC				
8804-24 AGC 2023-24	734.00		734.00	
8804-25 AGC 2024-25	214,101.85	140,000.00	74,101.85	152.93 %
Total 8804 Fundraising - AGC	214,835.85	140,000.00	74,835.85	153.45 %
8806 Credit Card Rebates	1,090.18	1,800.00	-709.82	60.57 %
8811 Fundraising Activities				
8811-02 Small Misc Fundraisers	766.61	2,000.00	-1,233.39	38.33 %
8811-03 Read a Thon	14,704.96	17,000.00	-2,295.04	86.50 %
Total 8811 Fundraising Activities	15,471.57	19,000.00	-3,528.43	81.43 %
8812 Free Money	689.90	2,000.00	-1,310.10	34.50 %
8813 Jogathon		20,000.00	-20,000.00	
8814 Afterschool Sports Revenue				
8814-BB Boys Basketball	235.92	1,388.00	-1,152.08	17.00 %
8814-BV Boys Volleyball	20.00	200.00	-180.00	10.00 %
8814-CC Cross Country	700.75	541.61	159.14	129.38 %
8814-GB Girls Basketball	951.84	1,176.00	-224.16	80.94 %
8814-GV Girls Volleyball		400.00	-400.00	
8814-MB Mountain Bike Club	520.54	1,294.39	-773.85	40.22 %
8814-TF Track & Field		1,280.00	-1,280.00	
Total 8814 Afterschool Sports Revenue	2,429.05	6,280.00	-3,850.95	38.68 %
8816 Farm to School Funds	1,530.84		1,530.84	
Total 8600 Other Local Revenue	550,805.72	845,205.40	-294,399.68	65.17 %
Uncategorized Revenue		150,000.00	-150,000.00	
Total Income	\$4,138,131.39	\$8,687,950.09	\$ -4,549,818.70	47.63 %
GROSS PROFIT	\$4,138,131.39	\$8,687,950.09	\$ -4,549,818.70	47.63 %
Expenses				
1000 Certificated Salaries				
1100 Teachers Salaries	960,012.91	1,641,782.00	-681,769.09	58.47 %
1101 Teacher - Stipends	11,587.24	25,015.00	-13,427.76	46.32 %
1102 Reading Specialist	43,034.64	75,303.00	-32,268.36	57.15 %
1103 Teacher - Substitute Pay	34,475.46	38,080.00	-3,604.54	90.53 %
1105 Math Intervention Specialist	43,575.30	35,793.00	7,782.30	121.74 %
1106 Teacher Trainings	4,627.22	4,554.00	73.22	101.61 %
Total 1100 Teachers Salaries	1,097,312.77	1,820,527.00	-723,214.23	60.27 %
1300 Certificated Admin Salaries	146,048.05	257,085.00	-111,036.95	56.81 %
1930 Certificated General Education Counselor	53,409.70	93,291.00	-39,881.30	57.25 %
Total 1000 Certificated Salaries	1,296,770.52	2,170,903.00	-874,132.48	59.73 %
2000 Classified Salaries				
2100 Classified - Instructional Aide	219,965.02	569,796.00	-349,830.98	38.60 %
2103 Classified - Paraprofessional	119,979.67	134,047.00	-14,067.33	89.51 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
2200 Classified - Art/Movement/Music	67,228.68	122,012.00	-54,783.32	55.10 %
2201 Classified - Custodian	95,704.66	123,856.00	-28,151.34	77.27 %
2203 Classified - Electives	44,272.36	82,314.00	-38,041.64	53.78 %
2300 Classified - Admin Salaries	61,741.79	105,843.00	-44,101.21	58.33 %
2400 Classified - Clerical & Office	288,305.14	470,963.00	-182,657.86	61.22 %
2401 Classified - Development	36,480.92	62,539.00	-26,058.08	58.33 %
2600 Classified Stipends	6,100.00	13,550.00	-7,450.00	45.02 %
2900 Classified - Other Salaries	6,095.55	4,125.00	1,970.55	147.77 %
2905 Classified - Afterschool Care	118,776.81	145,901.00	-27,124.19	81.41 %
2928 Classified - Food Services	137,185.23	259,406.00	-122,220.77	52.88 %
2930 Classified - Facilities Wages	83,468.27	137,308.00	-53,839.73	60.79 %
2931 Classified - Construction Management	2,825.00		2,825.00	
2932 Classified - Forest Management	275.00		275.00	
2935 Classified - Substitutes	1,250.61	1,050.00	200.61	119.11 %
2935-01 Classified - Elective Substitutes	640.00		640.00	
2935-02 Aide Substitutes	495.01	9,900.00	-9,404.99	5.00 %
2935-03 Paraprofessional Substitutes		6,930.00	-6,930.00	
2935-04 Classified - Aftercare Substitutes	113.73	1,980.00	-1,866.27	5.74 %
2935-05 Office Substitutes		2,640.00	-2,640.00	
2935-06 Facilities Substitutes		4,520.00	-4,520.00	
Total 2935 Classified - Substitutes	2,499.35	27,020.00	-24,520.65	9.25 %
Total 2000 Classified Salaries	1,290,903.45	2,258,680.00	-967,776.55	57.15 %
3000 Employee Benefits				
3100 ER - STRS	243,624.43	421,197.00	-177,572.57	57.84 %
3300 ER - OASDI	78,597.23	139,790.25	-61,193.02	56.23 %
3301 ER - Medicare	34,372.28	58,499.94	-24,127.66	58.76 %
3400 ER - Health & Welfare Benefits	259,059.37	560,819.00	-301,759.63	46.19 %
3500 ER - SUI	7,352.87	2,273.69	5,079.18	323.39 %
3600 EE Benefits - Workers Comp	56,506.86	50,157.68	6,349.18	112.66 %
3700 EE Benefits - 403b Retirement	19,560.73	32,942.00	-13,381.27	59.38 %
Total 3000 Employee Benefits	699,073.77	1,265,679.56	-566,605.79	55.23 %
4000 Books & Supplies				
4100 Approved Textbooks & Core Curricula Materials		500.00	-500.00	
4101 Math Curriculum	1,041.19	1,500.00	-458.81	69.41 %
4102 LA Curriculum	4,255.96	5,000.00	-744.04	85.12 %
4103 Science Curriculum	153.67	1,000.00	-846.33	15.37 %
4104 Social Studies Curriculum	959.32	1,000.00	-40.68	95.93 %
Total 4100 Approved Textbooks & Core Curricula Materials	6,410.14	9,000.00	-2,589.86	71.22 %
4300 Materials & Supplies	334.00	2,000.00	-1,666.00	16.70 %
4315 Custodial Supplies	16,954.48	16,000.00	954.48	105.97 %
4325 Science Supplies	108.29		108.29	
4325-25 Science Supplies - Middle School	251.35	500.00	-248.65	50.27 %
Total 4325 Science Supplies	359.64	500.00	-140.36	71.93 %
4326 Art & Music Supplies				
4326-09 Main Lesson Music Supplies	2,663.36	3,500.00	-836.64	76.10 %
4326-20 Main Lesson Art Supplies	4,059.27	12,000.00	-7,940.73	33.83 %
4326-24 Electives Supplies	1,538.10	3,500.00	-1,961.90	43.95 %
4326-30 Industrial Arts Program	570.28	1,500.00	-929.72	38.02 %
Total 4326 Art & Music Supplies	8,831.01	20,500.00	-11,668.99	43.08 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
4330 Office Supplies	9,679.36	15,500.00	-5,820.64	62.45 %
4335 Movement Supplies	1,399.00	2,000.00	-601.00	69.95 %
4340 Professional Development Supplies	318.43	1,000.00	-681.57	31.84 %
4345 Director's Incentives	178.97	1,500.00	-1,321.03	11.93 %
4346 Teacher Supplies	406.60	500.00	-93.40	81.32 %
4346-01 1st Grade Supplies - Sarah Patton	101.86	250.00	-148.14	40.74 %
4346-02 2nd Grade Supplies - Hannah	271.61	313.05	-41.44	86.76 %
4346-03 3rd Grade Supplies - Khara	562.69	250.00	312.69	225.08 %
4346-04 4th Grade Supplies - Kelly	33.51	250.00	-216.49	13.40 %
4346-05 5th Grade Supplies - Dani Y	173.93	250.00	-76.07	69.57 %
4346-06 6th Grade Supplies - Devin	78.24	300.00	-221.76	26.08 %
4346-07 7th Grade Supplies - Audra	141.48	300.00	-158.52	47.16 %
4346-08 8th Grade Supplies - Emily/Camille	28.79	300.00	-271.21	9.60 %
4346-10 Kindergarten Supplies - Carmen	357.59	500.00	-142.41	71.52 %
4346-11 1st Grade Supplies - Danielle	186.27	250.00	-63.73	74.51 %
4346-12 2nd Grade Supplies - Megan	386.25	500.00	-113.75	77.25 %
4346-13 3rd Grade Supplies - Caari	111.82	250.00	-138.18	44.73 %
4346-14 4th Grade Supplies - Lori	33.51	250.00	-216.49	13.40 %
4346-16 6th Grade Supplies - Erin A	73.63	300.00	-226.37	24.54 %
4346-17 7th Grade Supplies - Ron	91.95	300.00	-208.05	30.65 %
4346-18 8th Grade Supplies - Cheri	257.89	300.00	-42.11	85.96 %
4346-19 TK Supplies - Jessica	501.30	501.30	0.00	100.00 %
4346-20 Kindergarten Supplies - Shawna	166.37	250.00	-83.63	66.55 %
4346-21 Reading Specialist Supplies - Katie	206.06	250.00	-43.94	82.42 %
4346-22 Special Ed Supplies	802.25		802.25	
4346-26 SPED Supplies - Lauren	263.81	250.00	13.81	105.52 %
4346-27 SPED Supplies - Irene		250.00	-250.00	
4346-28 SPED Supplies - Erika		250.00	-250.00	
4346-29 SPED Supplies - Ania	122.85	250.00	-127.15	49.14 %
4346-30 SPED Supplies - Scott	12.38	250.00	-237.62	4.95 %
4346-31 SPED Supplies - Michelle K	266.24	250.00	16.24	106.50 %
4346-36 SPED Supplies - Leslie		250.00	-250.00	
Total 4346-22 Special Ed Supplies	1,467.53	1,750.00	-282.47	83.86 %
4346-23 RavenWolf AFS Program	13,285.02	7,500.00	5,785.02	177.13 %
4346-24 5th Grade Supplies - Carrie C-H	172.49	250.00	-77.51	69.00 %
4346-25 Math Specialist Supplies - Nancy	238.04	250.00	-11.96	95.22 %
4346-32 TK Supplies - Shannon	363.25	500.00	-136.75	72.65 %
4346-35 Summer School Supplies		500.00	-500.00	
Total 4346 Teacher Supplies	19,697.68	17,114.35	2,583.33	115.09 %
4351 Yearbook		200.00	-200.00	
4352 Maintenance Supplies	16,790.09	20,148.90	-3,358.81	83.33 %
4353 Safety & Emergency Supplies	1,007.26	1,500.00	-492.74	67.15 %
4356 AGC Supplies	5,734.56	4,684.28	1,050.28	122.42 %
4357 Fundraising Supplies		1,500.00	-1,500.00	
4357-01 Read a Thon supplies	541.62		541.62	
Total 4357 Fundraising Supplies	541.62	1,500.00	-958.38	36.11 %
4359 Jogathon Supplies		350.00	-350.00	
4359-01 Jogathon Restricted Funds Purchases		500.00	-500.00	
Total 4359 Jogathon Supplies		850.00	-850.00	

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
4360 Afterschool Sports	194.16	1,500.00	-1,305.84	12.94 %
4361 3/4/5 Performances				
4361-01 Middle School Dances	943.42	1,000.00	-56.58	94.34 %
Total 4361 3/4/5 Performances	943.42	1,000.00	-56.58	94.34 %
4362 Artistic Showcase		1,000.00	-1,000.00	
4363 Student Leadership & House Challenges	643.69	1,000.00	-356.31	64.37 %
4363-01 Attendance Incentive Program	175.00	1,000.00	-825.00	17.50 %
4364 Playground	1,193.78	3,053.03	-1,859.25	39.10 %
4367 Theater Plays - Classroom	223.54		223.54	
4368 Positive Discipline Supplies	235.66	2,000.00	-1,764.34	11.78 %
4369 Kocim Pakan Project Supplies	1,644.67	100.00	1,544.67	1,644.67 %
Total 4300 Materials & Supplies	87,080.02	115,650.56	-28,570.54	75.30 %
4400 Noncapitalized Equipment				
4410 Classroom Furniture, Equipment & Supplies	10,264.20	7,003.40	3,260.80	146.56 %
4420 Computers (individual items less than \$5k)	40,509.79	46,798.50	-6,288.71	86.56 %
4430 Non Classroom Related Furniture, Equipment & Supplies	1,831.96	1,500.00	331.96	122.13 %
Total 4400 Noncapitalized Equipment	52,605.95	55,301.90	-2,695.95	95.13 %
4700 Child Nutrition Program	263,984.59	250,000.00	13,984.59	105.59 %
4710 All Other Food	4,937.34	5,150.00	-212.66	95.87 %
4710-FC Forest Charter Food Purchases	0.00		0.00	
Total 4710 All Other Food	4,937.34	5,150.00	-212.66	95.87 %
4720 Cafeteria Supplies	47,002.40	65,000.00	-17,997.60	72.31 %
Total 4700 Child Nutrition Program	315,924.33	320,150.00	-4,225.67	98.68 %
Total 4000 Books & Supplies	462,020.44	500,102.46	-38,082.02	92.39 %
5000 Services & Other Operating Expenses				
5100 Subagreements for Services	826,987.12	1,102,241.03	-275,253.91	75.03 %
5200 Travel & Conferences	0.00		0.00	
5210 Conference Fees	42,806.65	63,527.00	-20,720.35	67.38 %
5215 Travel - Mileage, Parking, Tolls	1,567.88	930.50	637.38	168.50 %
5220 Travel and Lodging	15,222.49	11,992.38	3,230.11	126.93 %
5225 Travel - Meals & Entertainment	1,453.48	1,384.22	69.26	105.00 %
Total 5200 Travel & Conferences	61,050.50	77,834.10	-16,783.60	78.44 %
5300 Dues & Memberships	4,542.00	8,447.00	-3,905.00	53.77 %
5310 Subscriptions	60,326.47	56,804.41	3,522.06	106.20 %
Total 5300 Dues & Memberships	64,868.47	65,251.41	-382.94	99.41 %
5400 General Liability Insurance	70,235.60	88,790.00	-18,554.40	79.10 %
5500 Operations & Housekeeping				
5510 Utilities - Gas and Electric				
5510-03 Bldg #3	5,698.53	7,920.00	-2,221.47	71.95 %
5510-08 Bldg #8	23,451.33	51,084.00	-27,632.67	45.91 %
5510-09 Bldg #9	67,684.58	89,176.00	-21,491.42	75.90 %
Total 5510 Utilities - Gas and Electric	96,834.44	148,180.00	-51,345.56	65.35 %
5515 Janitorial, Gardening Services & Supplies		1,500.00	-1,500.00	
5520 Security	3,022.22	3,050.00	-27.78	99.09 %
5525 Utilities - Waste	15,381.40	23,469.17	-8,087.77	65.54 %
Total 5500 Operations & Housekeeping	115,238.06	176,199.17	-60,961.11	65.40 %
5600 Rentals, Leases, & Repairs				
5605 Equipment Leases	26,298.04	35,014.20	-8,716.16	75.11 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
5610 Rent	479,000.00	718,500.00	-239,500.00	66.67 %
5615 Building	114,049.69	25,407.00	88,642.69	448.89 %
5617 Repairs and Maintenance	12,178.71	3,000.00	9,178.71	405.96 %
5617-24 Music Electives Services	100.00	4,000.00	-3,900.00	2.50 %
Total 5617 Repairs and Maintenance	12,278.71	7,000.00	5,278.71	175.41 %
5618 Auto	3,496.16	4,187.00	-690.84	83.50 %
5618-01 Gas	788.62	2,000.00	-1,211.38	39.43 %
Total 5618 Auto	4,284.78	6,187.00	-1,902.22	69.25 %
5631 Other Rentals, Leases and Repairs 1	17,174.60	27,085.00	-9,910.40	63.41 %
Total 5600 Rentals, Leases, & Repairs	653,085.82	819,193.20	-166,107.38	79.72 %
5800 Services & Other Operating Expenses - Other	1,077.63	3,813.00	-2,735.37	28.26 %
5801 Kocim Pakan Project Services	114.17		114.17	
5803 Accounting Fees	18,861.50	19,415.50	-554.00	97.15 %
5805 Administrative Fees	4,120.45		4,120.45	
5806 Assemblies		2,800.00	-2,800.00	
5809 Banking Fees	1,230.73	3,200.00	-1,969.27	38.46 %
5810 Merchant Service Fees	719.10	5,000.00	-4,280.90	14.38 %
5812 Business Services		2,160.00	-2,160.00	
5815 Consultants - Instructional	5,560.00	6,450.00	-890.00	86.20 %
5820 Consultants - Non Instructional		4,000.00	-4,000.00	
5824 District Oversight Fees	50,538.00	54,346.53	-3,808.53	92.99 %
5826 Director's Contingency		1,000.00	-1,000.00	
5829 Enrichment Programs	1,380.00	1,380.00	0.00	100.00 %
5830 Field Trips Expenses	489.94		489.94	
5830-35 TK Field Studies	638.00	360.00	278.00	177.22 %
5830-36 Kindergarten Field Studies	495.00	1,746.00	-1,251.00	28.35 %
5830-37 1st Grade Field Studies	644.38	2,255.00	-1,610.62	28.58 %
5830-38 2nd Grade Field Studies	349.22	790.00	-440.78	44.21 %
5830-39 3rd Grade Field Studies	3,421.28	2,137.00	1,284.28	160.10 %
5830-40 4th Grade Field Studies	2,263.00	13,937.33	-11,674.33	16.24 %
5830-41 5th Grade Field Studies	914.00	1,478.00	-564.00	61.84 %
5830-42 6th Grade Field Studies	804.00	2,290.00	-1,486.00	35.11 %
5830-43 7th Grade Field Studies	2,552.66	20,412.00	-17,859.34	12.51 %
5830-44 8th Grade Field Studies	8,561.94	23,280.00	-14,718.06	36.78 %
Total 5830 Field Trips Expenses	21,133.42	68,685.33	-47,551.91	30.77 %
5833 Fines and Penalties		500.00	-500.00	
5836 Fingerprinting	1,056.00	4,500.00	-3,444.00	23.47 %
5839 Fundraising Expenses		200.00	-200.00	
5839-70 AGC Services	646.00	2,609.39	-1,963.39	24.76 %
5839-71 AMOT Services		300.00	-300.00	
Total 5839 Fundraising Expenses	646.00	3,109.39	-2,463.39	20.78 %
5841 Party Expenses	410.00	500.00	-90.00	82.00 %
5845 Legal Fees	7,994.50	5,000.00	2,994.50	159.89 %
5848 Permits & Other Fees	913.68	1,208.68	-295.00	75.59 %
5851 Marketing & Student Recruiting	186.21	2,000.00	-1,813.79	9.31 %
5854 Erate Services	3,400.00	3,400.00	0.00	100.00 %
5857 Payroll Fees	18,049.47	28,073.89	-10,024.42	64.29 %
5860 Printing & Reproduction	1,250.76	2,750.00	-1,499.24	45.48 %
5874 Afterschool Sports Services	1,997.50	1,480.00	517.50	134.97 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
5874-74 Uniforms	513.12		513.12	
Total 5874 Afterschool Sports Services	2,510.62	1,480.00	1,030.62	169.64 %
5875 Staff Recruiting	12.16	1,000.00	-987.84	1.22 %
5877 Student Activities				
5877-55 8th Grade Graduation		4,100.00	-4,100.00	
5877-56 Middle School Dances	200.00	500.00	-300.00	40.00 %
5877-86 3/4/5 Performances		1,000.00	-1,000.00	
5877-87 Artistic Showcase services		4,850.00	-4,850.00	
5877-88 Yearbook services		900.00	-900.00	
5877-90 Theater Plays - Classroom	17,899.50	17,005.00	894.50	105.26 %
Total 5877 Student Activities	18,099.50	28,355.00	-10,255.50	63.83 %
5881 Student Information System	11,490.57	10,265.06	1,225.51	111.94 %
5887 Technology Services		1,500.00	-1,500.00	
Total 5800 Services & Other Operating Expenses - Other	170,754.47	265,892.38	-95,137.91	64.22 %
5900 Communications				
5910 Communications - Internet / Website Fees	1,518.46	13,107.00	-11,588.54	11.59 %
5915 Postage and Delivery	1,147.30	3,000.00	-1,852.70	38.24 %
Total 5900 Communications	2,665.76	16,107.00	-13,441.24	16.55 %
Total 5000 Services & Other Operating Expenses	1,964,885.80	2,611,508.29	-646,622.49	75.24 %
7000 Other Outflows				
7438 Long term debt - Interest Land				
7438-02 Short-Term Notes Payable	9,216.60		9,216.60	
Total 7438 Long term debt - Interest Land	9,216.60		9,216.60	
Total 7000 Other Outflows	9,216.60		9,216.60	
Total Expenses	\$5,722,870.58	\$8,806,873.31	\$ -3,084,002.73	64.98 %
NET OPERATING INCOME	\$ -1,584,739.19	\$ -118,923.22	\$ -1,465,815.97	1,332.57 %
NET INCOME	\$ -1,584,739.19	\$ -118,923.22	\$ -1,465,815.97	1,332.57 %

Monitoring Goals, Actions, and Resources for the 2024-25 Local Control and Accountability Plan (LCAP)

This template is intended for internal monitoring purposes only. The 2024-25 LCAP template and instructions should be consulted when completing required documents.

(6) (A) The superintendent of the school district shall present a report on the annual update to the local control and accountability plan and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the governing board of the school district. (B) The report shall include both of the following: (i) All available midyear outcome data related to metrics identified in the current year's local control and accountability plan. (ii) All available midyear expenditure and implementation data on all actions identified in the current year's local control and accountability plan.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Nevada City School of the Arts	Holly Ann Pettitt Director	director@ncsota.org (530) 273-7736 ext. 1007

Goal 1

Goal Description

Goal 1: Academic Achievement - Increase achievement in English language arts, mathematics and science for all students, including unduplicated pupils and those identified as English Language Learners, economically disadvantaged students and students with disabilities who did not score at or above grade level.

Expected Annual Measurable Objectives

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
1.1	CAASPP - ELA distance from standard for all students and students with disabilities as reported on the California Dashboard (CAD)	All students - 25.3 points above standard in ELA - Green (2023 CAD) Students with disabilities - 95.9 points below standard in ELA - Red (2023 CAD)	All students - 18.3 points above standard in ELA - Green (2024 CAD) Students with disabilities - 73.6 points below standard in ELA - Orange (2024 CAD)		See Year 1 Outcome - we do not get test scores soon enough to add to the baseline so we need to use the prior year. Baseline is 2023 and year 1 is 2024	Increase scores to 45 points above standard for all students (Blue) and 60 points below standard for students with disabilities (Yellow) for grades 3-8th (2026 CAD).
1.2	CAASPP - Math distance from standard for all students and students with disabilities as reported on the California Dashboard (CAD)	All students - 19.6 points below standard in math (2023 CAD) Students with disabilities - 129.6 points below standard in math (2023 CAD)	All students - 24.7 points below standard in math (2024 CAD) Students with disabilities - 104.5 points below standard in math (2024 CAD)		See above	Increase scores to 25 points above standard for all students (Blue) and 95 points below standard for students with disabilities (Yellow) for grades 3-8th (2026 CAD).
1.3	% of K-6 students who score at or above grade level on the iReady reading diagnostic assessments.	74% of K-6 students scored at or above grade level on the iReady reading diagnostic assessments (2024 EOY Assessment).			Currently 60% of students are at or above. This is typical for this time of year.	80% of K-6 students will score at or above standard on the iReady Reading Diagnostic assessments (2027 EOY Assessment) .
1.4	% of K-6 students who score at or above grade level on the iReady math diagnostic	63% of K-6 students scored at or above grade level on the iReady math diagnostic			Currently 36% are at or above grade level - this is also typical for this time of year. iReady does not align	65% of K-6 students will score at or above standard on the iReady Math

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
	assessments.	assessments (2024 EOY Assessment).			with SFUSD math curriculum, so we are always off mid year.	Diagnostic assessments (2027 EOY Assessment) .
1.5	% of all 6th-8th grade students who score at or above standard on NCSA's local writing assessment.	59% of all 6th-8th grade students scored at or above standard on NCSA's 2024 local writing assessment.			We only do end of year assessments.	70% of all 6th-8th grade students will score at or above standard on NCSA's 2024 local writing assessment.
1.6	CAST - Science % of 8th grade students who score at or above standard for as reported on the (ETS.org)	66.67 % of 8th Grade students scored at or above standard on the 2023 CAST (ETS.org)	51.92% of 8th Grade students scored at or above standard on the 2024 CAST (ETS.org)			75% of 8th Grade students will score at or above standard on the 2026 CAST (ETS.org)
1.7	CAST - Science % of 5th grade students who score at or above standard as reported on the (ETS.org)	45.10% of 5th Grade students scored at or above standard on the 2023 CAST (ETS.org).	39.21% of 5th Grade students scored at or above standard on the 2024 CAST (ETS.org).			Increase by 20% the number of 5th grade students who score at or above standard as reported on the 2026 CAST (ETS.org).
1.8	% of 3rd grade students with disabilities have tested at grade level on the iReady reading diagnostic (EOY Assessment)	44% of 3rd grade students with disabilities have tested at grade level on the iReady reading diagnostic (2024 EOY Assessment)			50% are on grade level on the MOY assessments	65% of 3rd grade students with disabilities will test at grade level on the iReady reading diagnostic (2027 EOY Assessment)
1.9	% of 4th-6th grade students with disabilities that have tested at grade level on the iReady reading diagnostic (EOY Assessment)	37% of 4th-6th grade students with disabilities have tested at grade level on the iReady reading diagnostic (2024 EOY Assessment)			43% are on or only 1 grade below grade level on the MOY assessments.	65% of 4th-6th grade students with disabilities will test at grade level on the iReady reading diagnostic (2027 EOY Assessment)
1.10	% of 3rd Grade students with disabilities that have tested at grade level on the iReady math diagnostic (EOY Assessment)	11% of 3rd Grade students with disabilities tested at grade level on the iReady math diagnostic (2024 EOY Assessment)				40% of 3rd Grade students with disabilities will test at grade level on the iReady math diagnostic (2027 EOY Assessment)

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
1.11	% of 4th-6th grade students with disabilities that have tested at grade level on the iReady math diagnostic (EOY Assessment)	20% of 4th-6th grade students with disabilities tested at grade level on the iReady math diagnostic (2024 EOY Assessment)			Not enough data - 6th has not completed mid year assessments.	50% of 4th-6th grade students with disabilities will test at grade level on the iReady math diagnostic (2027 EOY Assessment)
1.12	% of English Language Learners who improve on the ELPAC Test.	No Data - 22/23 (No EL students enrolled)			N/A	100% of English Language Learners will improve on the ELPAC Test (2026)
1.13	% of English Language Learners who are reclassified FEP (Fluent English Proficient) on the ELPAC.	No Data 22/23 (No EL students enrolled)			N/A	100% of English Language Learners will be reclassified FEP (Fluent English Proficient) on the ELPAC (2026).
1.14	% of all students, including unduplicated pupils and students with disabilities, who receive broad course access to standards aligned curriculum as well as art, music and movement classes every week as reported on the CAD Academic Local Indicator.	100% of all students, including unduplicated pupils and students with disabilities, receive broad course access to standards aligned curriculum as well as art, music and movement classes every week as reported on the 2023 CAD Academic Local Indicator.			100%	Maintain 100% access as reported on the Academic Local Indicators on the 2026 CAD Academic Local Indicator.
1.15	% of teachers who implement Common Core State & ELD Standards aligned curriculum as reported on the CAD Local Indicator.	100% of teachers implement Common Core State & ELD Standards aligned curriculum as reported the 2023 CAD Local Indicator.			100%	Maintain 100% implementation as reported the 2026 CAD Academic Local Indicator.

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
1.16	% of teachers who are appropriately assigned & credentialed as reported on the Teacher Assignment Monitoring Outcomes report (TAMO).	Clear 77.1% Out of field 4.9% Ineffective 13.2% Incomplete 1.6% as reported on the Teacher Assignment Monitoring Outcomes report (TAMO 21/22).				100% of teachers will be appropriately assigned & credentialed as reported on the Teacher Assignment Monitoring Outcomes report (TAMO 25/26).

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-Year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
1.1	<p>iReady Math and Reading Diagnostic Assessment K-6.</p> <p>Purchase a site license for K-6 reading and math diagnostic and instruction from iReady. By providing iReady school wide, all students benefit, but it also ensures that all students with disabilities receive the same instructional support as those without academic challenges. Metrics 1.3 & 1.4 are being used to measure the % of K-6 students who score at or above standard on the iReady ELA and Math Diagnostic assessments (CA Dashboard). This action will support students with disabilities and unduplicated pupils from moving out of the Red Indicator on the Dashboard.</p>	No	Fully Implemented			\$19,189.00	\$19,189
1.2	Classroom Support (General)	Yes	Fully Implemented			\$404,064.00	\$547,844

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-Year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	Provide Paraprofessionals/Instructional Assistants for all classes K-3rd grade & Middle School. This action will support students with disabilities and unduplicated pupils from moving out of the Red Indicator on the Dashboard.						
1.3	Credentialed Reading Intervention Specialist Provide 1 FT Credentialed Reading Specialist (Local Assignment, EC 44258.3)	Yes	Fully Implemented			\$100,688.00	\$100880
1.4	Credentialed Math Intervention Specialist Provide 1 FT Credentialed Math Intervention Specialist (Local Assignment, EC 44258.3)	Yes	Fully Implemented			\$100,421.00	\$99613
1.5	F/T Middle School Math support/Tutor Provide middle school math support and after school math tutoring school wide.	Yes	Fully Implemented			\$59,799.00	\$59799
1.6	Teacher Training Provide all teachers with specific math training. This action will support students with disabilities and unduplicated pupils from moving out of the Red Indicator on the Dashboard.	No	Not Implementing	This will be further investigated to find the right training for math instruction and support		0	\$0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-Year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
1.7	Professional Development for Teachers Utilize Title II funding to supporting beginning teachers with induction to clear their credential through BTSA.	No	Fully Implemented			\$11,160.00	\$11100

Goal 2

Goal Description

Goal 2: Safe, Respectful, and Equitable Conditions for Learning and Working - Provide a school environment that focuses on equity, inclusion and the overall well being of all students, families and staff with a specific focus on unduplicated pupils, through targeted actions that support positive student outcomes.

Expected Annual Measurable Objectives

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
2.1	% of families who feel engaged and a part of decision making; including participation in programs for unduplicated pupils and students with disabilities (Parent Survey).	Overall- No data SWD - No Data SED - No Data				90% Overall 90% SWD 90% SED (Parent Survey 2027).
2.2	% of families who feel satisfied w/ NCSA's overall program (Parent Survey).	96% Overall 96% SWD 96% SED (Parent Survey 2024).				90% Overall 90% SWD 90% SED (Parent Survey 2027).
2.3	% of families who report NCSA has an environment that is inclusive & respectful of all families (Parent Survey).	95% Overall 89% SWD 97% SED (Parent Survey 2024).				90% Overall 90% SWD 90% SED (Parent Survey 2027).
2.4	% of staff who feel engaged and positive about working at NCSA (Staff Survey)	96% All Staff (Staff Survey 2024)				95% All Staff (Staff Survey 2027)
2.5	% of staff who feel part of decision making (Staff Survey)	80% All Staff (Staff Survey 2024)				90% All Staff (Staff Survey 2027)
2.6	% of staff who feel knowledgeable about the school Safety Plan (Staff survey)	98% All Staff (Staff Survey 2024)				99% All Staff (Staff Survey 2027)
2.7	% of 4th-8th grade students who report overall satisfaction with school (Student Survey).	81% of students report overall satisfaction with school (2024 4th-8th Grade Survey)				85% 4th-8th Grade (2027 4th-8th Grade Survey)
2.8	% of middle school students report that NCSA has an environment that is inclusive & respectful of all students (Middle School Student Survey).	90% of students report that NCSA has an environment that is inclusive & respectful				95% of students report that NCSA has an environment that is inclusive & respectful

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
		of all students (2024 MS Student Survey)				of all students (2027 MS Student Survey)
2.9	% of middle school students participating in a student club or leadership group (Local Club Data).	33% Overall Of the 33%... 7% SWD 43% SED 10% Hispanic 11% TOMR 76% White (Local Club Data 2024)				Increase by 10% the amount of middle school unduplicated students who participate in clubs or leadership (Local Club Data 2027)
2.10	% of Facilities in “good” repair measured by Facility Inspection Tool (FIT).	100% facilities are in “good” repair (2024 FIT).				Maintain 100% facilities are in “good” repair (2027 FIT).
2.11	% of students who are chronically absent (CAD).	34.6% of students were chronically absent (2023 CAD). SWD - Red SED - Red Hispanic - Red TOMR - Orange White - Red	11.4% of students were chronically absent (2024 CAD). SWD - Orange SED - Yellow Hispanic - Yellow TOMR - Yellow White - Yellow			Reduce by 20% the number of students who are chronically absent. (2026 CAD)
2.12	Overall attendance percentage (PADC Data Report).	90.98% ADA (2023 PADC Data Report).			95% ADA so far this year.	96% ADA based on (2026 PADC Data Report).
2.13	% of students who are suspended (CAD).	4.5% Overall - Orange 10.3% SWD - Red SED - Yellow Hispanic - Yellow TOMR - Green White - Orange (2023 CAD)	2.8% Overall - Green 7.7% SWD - Orange 4.4% SED - Yellow 1.8% Hispanic - Green 4.4% TOMR - Yellow 3.2% White - Yellow (2024 CAD)			Overall percentage will be reduced by 2%, the % of students with disabilities will reduce by 7% and all subgroups should be in the Green (2026 CAD).
2.14	Expulsion rate % (CALPADS)	0% Expulsion rate (CALPADS 2023)			0%	Maintain 0% Expulsion Rate (CALPADS 2026)

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
2.15	Middle school dropout rate % (CALPADS)	0% middle school drop out rate (CALPADS 2023)			N/A	Maintain 0% middle school drop out rate (CALPADS 2026)

Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-Year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
2.1	Provide Counseling Services (General Education) Continue to employ a full time licensed PPS to offer counseling for students in general education.	Yes	Fully Implemented			\$113,635.00	\$113377
2.2	Student Engagement Hire a student engagement coordinator to assist with student engagement, discipline and restorative justice groups for unduplicated pupils.	Yes	Fully Implemented			\$44,292.00	\$40475
2.3	Attendance Recovery Hire an after school tutor to support student attendance recovery and monitor student independent studies.	Yes	Fully Implemented			\$34,541.00	\$33925

Impact to the Budget Overview for Parents

Item	As adopted in Budget Overview for Parents	Mid-Year Update
Total LCFF Funds	5,592,159	5,347,608
LCFF Supplemental/Concentration Grants	481,465	443,559



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE FOR CIVIL RIGHTS

THE ACTING ASSISTANT SECRETARY

February 14, 2025

Dear Colleague:

Discrimination on the basis of race, color, or national origin is illegal and morally reprehensible. Accordingly, I write to clarify and reaffirm the nondiscrimination obligations of schools and other entities that receive federal financial assistance from the United States Department of Education (Department).¹ This letter explains and reiterates existing legal requirements under Title VI of the Civil Rights Act of 1964,² the Equal Protection Clause of the United States Constitution, and other relevant authorities.³

In recent years, American educational institutions have discriminated against students on the basis of race, including white and Asian students, many of whom come from disadvantaged backgrounds and low-income families. These institutions' embrace of pervasive and repugnant race-based preferences and other forms of racial discrimination have emanated throughout every facet of academia. For example, colleges, universities, and K-12 schools have routinely used race as a factor in admissions, financial aid, hiring, training, and other institutional programming. In a shameful echo of a darker period in this country's history, many American schools and universities even encourage segregation by race at graduation ceremonies and in dormitories and other facilities.

¹ Throughout this letter, "school" is used generally to refer to preschool, elementary, secondary, and postsecondary educational institutions that receive federal financial assistance from the Department.

² Title VI provides that: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. § 2000d, *et seq.*; 34 C.F.R. § 100, *et seq.*

³ This document provides significant guidance under the Office of Management and Budget's Final Bulletin for Agency Good Guidance Practices, 72 Fed. Reg. 3432 (Jan. 25, 2007). This guidance does not have the force and effect of law and does not bind the public or create new legal standards. This document is designed to provide clarity to the public regarding existing legal requirements under Title VI, the Equal Protection Clause, and other federal civil rights and constitutional law principles. If you are interested in commenting on this guidance, please email your comment to OCR@ed.gov or write to the following address: Office for Civil Rights, U.S. Department of Education, 400 Maryland Avenue, S.W., Washington, D.C. 20202. For further information about the Department's guidance processes, please visit the Department's webpage [here](#).

Educational institutions have toxically indoctrinated students with the false premise that the United States is built upon “systemic and structural racism” and advanced discriminatory policies and practices. Proponents of these discriminatory practices have attempted to further justify them—particularly during the last four years—under the banner of “diversity, equity, and inclusion” (“DEI”), smuggling racial stereotypes and explicit race-consciousness into everyday training, programming, and discipline.

But under any banner, discrimination on the basis of race, color, or national origin is, has been, and will continue to be illegal.

The Supreme Court’s 2023 decision in *Students for Fair Admissions v. Harvard*⁴ (*SFFA*), which clarified that the use of racial preferences in college admissions is unlawful, sets forth a framework for evaluating the use of race by state actors and entities covered by Title VI. The Court explained that “[c]lassifying and assigning students based on their race” is lawful only if it satisfies “strict scrutiny,” which means that any use of race must be narrowly tailored—that is, “necessary”—to achieve a compelling interest.⁵ To date, the Supreme Court has recognized only two interests as compelling in the context of race-based action: (1) “remediating specific, identified instances of past discrimination that violated the Constitution or a statute”; and (2) “avoiding imminent and serious risks to human safety in prisons, such as a race riot.”⁶ Nebulous concepts like racial balancing and diversity are not compelling interests. As the Court explained in *SFFA*, “an individual’s race may never be used against him” and “may not operate as a stereotype” in governmental decision-making.⁷

Although *SFFA* addressed admissions decisions, the Supreme Court’s holding applies more broadly. At its core, the test is simple: If an educational institution treats a person of one race differently than it treats another person because of that person’s race, the educational institution violates the law. Federal law thus prohibits covered entities from using race in decisions pertaining to admissions, hiring, promotion, compensation, financial aid, scholarships, prizes, administrative support, discipline, housing, graduation ceremonies, and all other aspects of student, academic, and campus life. Put simply, educational institutions may neither separate or segregate students based on race, nor distribute benefits or burdens based on race.

Although some programs may appear neutral on their face, a closer look reveals that they are, in fact, motivated by racial considerations.⁸ And race-based decision-making, no matter the form, remains impermissible. For example, a school may not use students’ personal essays, writing samples, participation in extracurriculars, or other cues as a

⁴ *Students for Fair Admissions, Inc. v. President & Fellows of Harvard Coll.*, 600 U.S. 181 (2023).

⁵ *Id.* at 207.

⁶ *Ibid.*

⁷ *Id.* at 218.

⁸ *Village of Arlington Heights v. Metro. Hous. Dev. Corp.*, 429 U.S. 252, 265 (1977).

means of determining or predicting a student's race and favoring or disfavoring such students.⁹

Relying on non-racial information as a proxy for race, and making decisions based on that information, violates the law. That is true whether the proxies are used to grant preferences on an individual basis or a systematic one. It would, for instance, be unlawful for an educational institution to eliminate standardized testing to achieve a desired racial balance or to increase racial diversity.

Other programs discriminate in less direct, but equally insidious, ways. DEI programs, for example, frequently preference certain racial groups and teach students that certain racial groups bear unique moral burdens that others do not. Such programs stigmatize students who belong to particular racial groups based on crude racial stereotypes. Consequently, they deny students the ability to participate fully in the life of a school.¹⁰

The Department will no longer tolerate the overt and covert racial discrimination that has become widespread in this Nation's educational institutions. The law is clear: treating students differently on the basis of race to achieve nebulous goals such as diversity, racial balancing, social justice, or equity is illegal under controlling Supreme Court precedent.

All students are entitled to a school environment free from discrimination. The Department is committed to ensuring those principles are a reality.

This letter provides notice of the Department's existing interpretation of federal law. Additional legal guidance will follow in due course. The Department will vigorously enforce the law on equal terms as to all preschool, elementary, secondary, and postsecondary educational institutions, as well as state educational agencies, that receive financial assistance.

The Department intends to take appropriate measures to assess compliance with the applicable statutes and regulations based on the understanding embodied in this letter beginning no later than 14 days from today's date, including antidiscrimination requirements that are a condition of receiving federal funding.

All educational institutions are advised to: (1) ensure that their policies and actions comply with existing civil rights law; (2) cease all efforts to circumvent prohibitions on the use of race by relying on proxies or other indirect means to accomplish such ends; and (3) cease all reliance on third-party contractors, clearinghouses, or aggregators that are being used by institutions in an effort to circumvent prohibited uses of race.

⁹ *Students for Fair Admissions*, 600 U.S. at 230 (“[U]niversities may not simply establish through application essays or other means the regime we hold unlawful today.”).

Institutions that fail to comply with federal civil rights law may, consistent with applicable law, face potential loss of federal funding.

Anyone who believes that a covered entity has unlawfully discriminated may file a complaint with OCR. Information about filing a complaint with OCR, including a link to the online complaint form, is available [here](#).

Thank you in advance for your commitment to providing our Nation's students with an educational environment that is free of race, color, or national origin discrimination.

Sincerely,

/s/

Craig Trainor
Acting Assistant Secretary for Civil Rights
United States Department of Education



**CALIFORNIA DEPARTMENT
OF EDUCATION**

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TONY THURMOND
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

February 21, 2025

Dear County and District Superintendents, Charter School Administrators, School Principals, and Early Education Directors:

Clarification Regarding the February 14 “Dear Colleague Letter” from the United States Department of Education

As information and updates continue to come out of Washington, D.C., I want to be clear:

At the California Department of Education (CDE), we are focused on moving the needle for student achievement no matter what. We are committed to providing our local educational agencies (LEAs) with clarity and support in these rapidly changing times so that our educators can continue to focus on what is working in our local schools.

Many questions have emerged from the February 14 “Dear Colleague Letter” sent by the United States Department of Education Office of Civil Rights, which suggests that schools and agencies should end any educational program or activity that acknowledges race within 14 days or face potential revocation of federal funds. There is an important set of facts that we want to make sure all LEAs are aware of as you work to determine your local response:

- 1. A Dear Colleague Letter is not law and cannot by itself be an enforcement mechanism. The February 14 Dear Colleague Letter does not announce any new laws enacted by Congress.** In fact, the Dear Colleague Letter even states, “This guidance does not have the force and effect of law and does not bind the public or create new legal standards.”
- 2. There is a legally mandated pathway to attempt to revoke federal funds; a Dear Colleague Letter is not it.** According to federal law, the Education Department may not suspend, terminate, or refuse to grant or continue federal financial assistance until it has:
 - notified the recipient of noncompliance,
 - attempted to secure compliance through voluntary means and determined that this is not possible,
 - provided an opportunity for a hearing and made an express finding of noncompliance on the record,
 - filed a written report with Congress, and
 - waited 30 days after filing the report.

3. **Existing laws already prohibit discrimination or preferential treatment in public schools, including on the basis of race, ethnicity, nationality or immigration status; religion; disability; and gender, gender identity, gender expression, and sexual orientation.**

4. **At this point, the United States Department of Education has not taken any specific action in relation to their Dear Colleague Letter, but we and other California state agencies are closely monitoring the situation and will consider legal action should the federal government attempt to freeze or cut funding based on this letter.**

I am continually grateful to our local leaders for your steadfast work in the face of increasing challenges. If there are any impacts of federal actions to your school, district, or county office of education, especially if there are now unmet needs for essential educational services, please notify the appropriate program office at CDE.

Sincerely,

Tony Thurmond
State Superintendent of Public Instruction

TT:es

Last Reviewed: Friday, February 21, 2025



Andrea Joy Campbell
Massachusetts
Attorney General

The Commonwealth of Massachusetts The State of Illinois Offices of the Attorney General

Mass.Gov/AGO
IllinoisAttorneyGeneral.Gov



Kwame Raoul
Illinois
Attorney General

February 13, 2025

Multi-State Guidance Concerning Diversity, Equity, Inclusion, and Accessibility Employment Initiatives

The Attorneys General of Massachusetts, Illinois, Arizona, California, Connecticut, Delaware, Hawaii, Maine, Maryland, Minnesota, Nevada, New Jersey, New York, Oregon, Rhode Island, and Vermont are issuing this Guidance to help businesses, nonprofits, and other organizations operating in our respective states understand the continued viability and important role of diversity, equity, inclusion, and accessibility efforts (sometimes referred to as “DEI” or “DEIA” initiatives) in creating and maintaining legally compliant and thriving workplaces.

Our Offices have heard concerns from many in the private sector about the continued viability of diversity, equity, inclusion, and accessibility policies and programming following an Executive Order that purports to target “illegal DEI and DEIA policies” across a wide range of organizations.¹ Importantly, diversity, equity, inclusion, and accessibility best practices are not illegal, and the federal government does not have the legal authority to issue an executive order that prohibits otherwise lawful activities in the private sector or mandates the wholesale removal of these policies and practices within private organizations, including those that receive federal contracts and grants. The Executive Order states what is already the law—that discrimination is illegal—but then conflates unlawful preferences in hiring and promotion with sound and lawful best practices for promoting diversity, equity, inclusion, and accessibility in the workforce. This conflation is inaccurate and misleading. Policies and practices that promote diversity, equity, inclusion, and accessibility are not the same as preferences in individual hiring and promotion decisions that have been found to be unlawful. The Executive Order cannot and does not prohibit these otherwise lawful practices and policies. As such, this Guidance aims to clarify the state of the law for businesses, nonprofits, and other organizations operating in our states.

Employment policies incorporating diversity, equity, inclusion, and accessibility best practices are not only compliant with state and federal civil rights laws, but they also help to reduce litigation risk by affirmatively protecting against discriminatory conduct that violates the law. Effective policies and practices foster the development of inclusive and respectful workplaces where all employees are supported and encouraged to do their best work. When companies have such policies, employees are less likely to be subjected to unlawful discrimination, and companies are less likely to be held liable for such discriminatory conduct. This is in addition to the benefits of well-designed diversity, equity, inclusion, and accessibility practices in improving business performance – making companies that prioritize a culture of

¹ See “Ending Illegal Discrimination and Restoring Merit-Based Opportunity,” available at <https://www.whitehouse.gov/presidential-actions/2025/01/ending-illegal-discrimination-and-restoring-merit-based-opportunity/>

diversity and equity more dynamic, competitive, and resilient. Companies should be fully confident that they can continue to implement these policies and programs to advance their business objectives and help ensure they remain compliant with state and federal civil rights laws.

Diversity, Equity, Inclusion, and Accessibility Initiatives Help Businesses Prevent Workplace Discrimination:

Employment discrimination is a serious and persistent problem in the United States. Over the last five years, more than 285,000 discrimination complaints have been filed with the Equal Employment Opportunity Commission by employees in our states alone.² Combatting continuing discrimination is a strategic priority for our offices.

Each of our states has civil rights laws that prohibit discrimination in the workplace based on race, sex, national origin, disability and other protected characteristics. The protections provided by these laws are generally similar to those provided by Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act (ADA); however, protections under some state laws are more expansive than those under federal law. Like Title VII and the ADA, most state laws prohibit employers from (1) intentionally discriminating against employees; (2) taking ostensibly non-discriminatory actions that have an unlawful adverse impact on protected groups; or (3) subjecting employees to harassment that creates a hostile work environment. Importantly, most state laws also hold employers vicariously liable for discriminatory conduct carried out by their employees in some situations. For example, in some states, employers are strictly liable for discrimination and harassment carried out by supervisory employees and may be held liable for the discriminatory conduct of non-supervisory co-workers in many circumstances. Moreover, individual supervisors may, in some cases, be *personally* liable for unlawfully harassing or retaliating against workers. In order to effectively avoid liability for discrimination, employers must therefore take steps to proactively prevent and address discrimination, including by identifying and remediating policies and practices that have an unlawful disparate impact on current and prospective employees.

Properly developed and implemented initiatives aimed at ensuring that diverse perspectives are included in the workplace help prevent unlawful discrimination. Decades of research and data – as well as the collective experiences of our offices – demonstrate that these types of policies, procedures, and programming help prevent discriminatory conduct and harassment from occurring. They also help ensure that unlawful conduct is promptly identified, reported and addressed when it does occur. Companies that fail to be proactive in preventing discrimination and harassment expose themselves to greater risk by making it more likely that discrimination will occur and continue over time, which can increase harm to affected employees. Additionally, the absence of policies and procedures may be a factor considered by enforcement authorities and courts. For example, the fact that a company has failed to implement adequate non-discrimination and fair employment policies, procedures, and trainings may be used by our offices or courts to assess culpability and liability for discriminatory conduct.

² This information is based upon the most available data from the Equal Opportunity Employment Commission, which is current through FY2023.

Ensuring that a diverse set of individuals meet their full individual potential in the workplace and beyond also benefits customers, employees, companies' bottom lines and company shareholders. When companies embed the values of diversity, equity, inclusion, and accessibility within an organization's culture, they reduce biases, boost workplace morale, foster collaboration, and create opportunities for all employees. Diverse and inclusive organizations that prioritize equitable practices tend to outperform their peers, with higher returns, lower turnover, and a more attractive workplace for top talent. Promoting a diverse and inclusive workforce isn't just the right thing to do—it's also more profitable.

Diversity, Equity, Inclusion and Accessibility Initiatives are Consistent with Federal and State Law:

The Federal Government has recently targeted private sector diversity, equity, inclusion, and accessibility policies and practices through an Executive Order entitled "Ending Illegal Discrimination and Restoring Merit-Based Opportunity." The Executive Order directs executive agencies to "combat illegal private-sector DEIA preferences, mandates, policies, programs, and activities." Preferences based on protected characteristics in hiring and promotion have been found to be unlawful under federal law, except under narrow circumstances. In operation, the Executive Order merely restates this legal principle. But by mislabeling these practices as "DEIA," the Executive Order creates confusion as to lawful practices and policies to promote diversity, equity, inclusion, and accessibility. To be clear: the Executive Order cannot and does not prohibit otherwise lawful practices and policies to promote diversity, equity, inclusion and accessibility.

Initiatives promoting diversity, equity, inclusion, accessibility, various skill sets, and different perspectives and experiences in the workplace are not the same as affirmative action and do not involve providing preferences to individuals based on protected characteristics in discrete hiring, promotion, or job retention decisions. Instead, modern best practices focus on ensuring that businesses can recruit, hire, and retain the most qualified employees, and ensure that no one is overlooked or bypassed because of a protected characteristic. Best practices also help ensure that the workplace provides the support needed for employees to continue to develop their skills and contribute to the success of their organizations. Well-designed diversity, equity, inclusion, and accessibility initiatives also call on employers to pay attention to the (intentional and unintentional) impact their policies and practices have on different groups of current and prospective employees. For decades, both state and federal courts have consistently recognized that this does not amount to impermissible discrimination. In fact, employment discrimination laws generally *require* employers to pay attention to the impact their practices have on different groups based on protected characteristics in order to avoid and limit liability for unlawful conduct.

The Executive Order and related federal executive actions do not and cannot overturn these longstanding laws, values, and practices.³ In addition, they do not and cannot strip

³ Arguments against diversity, equity, inclusion, and accessibility initiatives also frequently reference the Supreme Court's recent decision concerning college affirmative action programs in *Students for Fair Admission v. President & Fellows of Harvard College*. In that case, the Court decided that the explicit consideration of race as a factor in

employers and workers of their federal and state constitutional rights to speak freely — in their policies, training, and daily interactions — about lawful best practices for growing and supporting private and public sector workforces. Accordingly, companies should continue to implement initiatives aimed at complying with their legal obligations, opening the door for prospective and current employees, no matter their identity or background, to reach their full potential, and ensuring the health of their organizations.

Best Practices for Diversity, Equity, Inclusion, and Accessibility:

Effective diversity, equity, inclusion, and accessibility practices are lawful, help ensure legal compliance and promote organizational success. They focus on supporting all employees and removing barriers that unnecessarily limit opportunities for underrepresented groups. Organizations should develop practices specific to recruitment and hiring, professional development and retention, and assessment and integration.

Recruitment and Hiring:

People opposed to programs supporting diversity, equity, inclusion, and accessibility claim that the programs involve hiring less qualified candidates. On the contrary, companies that value diversity, equity, inclusion, and accessibility promote the American dream, and related programs help to attract and retain top talent from all backgrounds to ensure that companies hire and retain the best candidate for each position, making companies more profitable. A study by a top research firm in the U.S. found that companies in the top quartile for diversity were 35% more likely to have financial gains above their respective industry median.⁴ Best practices for recruitment and hiring include:

- Prioritizing widescale recruitment efforts to attract a larger pool of applicants from a variety of backgrounds.
- Using panel interviews, which ensure that multiple people are involved in a hiring or promotion recommendation, helping to eliminate bias in the hiring process, and to ensure fair and objective decisions.
- Setting standardized criteria for evaluating candidates and employees, focused on skills and experience to ensure that hiring is based on merit rather than subjective and biased judgements that can lead to discriminatory outcomes.
- Ensuring accessible recruitment and hiring practices and protocols, including reasonable accommodations as appropriate.

Professional Development and Retention:

Implementing professional development and retention strategies is also critical to the long-term sustainability and viability of an organization's success. And such strategies should

making individual admissions decisions by higher education institutions that receive federal funding is unconstitutional. But neither the case – nor the principles it decided – have any application to properly designed and implemented diversity, equity, inclusion, and accessibility initiatives in the workplace.

⁴ McKinsey & Company, *Diversity Wins: How Inclusion Matters*, May 19, 2020,

<https://www.mckinsey.com/featured-insights/diversity-and-inclusion/diversity-wins-how-inclusion-matters#/>

support everyone, including groups that are underrepresented or historically marginalized in the workplace. Best practices for professional development and retention include:

- Ensuring equal access to all aspects of professional development, training, and mentorship programs that provide clear pathways for career growth. Such programs not only minimize turnover rates, but also expand pipelines, and strengthen the overall organizational culture.
- Setting up Employee Resource Groups (“ERGs”) to create an inclusive and supportive space where employees of particular backgrounds or common experiences feel valued and heard. When employees feel that their identity is recognized and supported within the organization, they’re more likely to stay long-term. For example, a major U.S. Department of Veterans Affairs study identified veteran ERGs as vital tools for expanding recruitment of skilled workers, training the next generation of workplace leaders, and increasing morale and retention of veteran and non-veteran employees.⁵
- Conducting training on topics such as unconscious bias, inclusive leadership, and disability awareness to improve employee confidence and create a shared understanding around cultural norms.
- Ensuring equal access to all aspects of employment, including through reasonable workplace accommodations.

Assessment and Integration:

Ensuring adequate assessment and integration of diversity, equity, inclusion, and accessibility practices helps to ensure maximum success of the programs and implementing companies. This includes:

- Monitoring the success of policies and practices in attracting and retaining qualified talent, ensuring an inclusive, accessible, and collaborative environment, and meeting other related goals.
- Creating clear protocols for reporting discrimination or harassment and more general communication and feedback loops for employees to provide information about their experiences in the workplace.
- Establishing work groups to research, collaborate, pilot, and actively participate in crafting strategies that support more inclusive behaviors and practices.
- Integrating principles and practices promoting belonging and unity into an organization’s everyday way of doing business.

The Attorneys General of Massachusetts, Illinois, Arizona, California, Connecticut, Delaware, Hawaii, Maine, Maryland, Minnesota, Nevada, New Jersey, New York, Oregon, Rhode Island, and Vermont stand ready to support organizations in our respective states as they continue to build and sustain successful and inclusive workplaces by implementing robust diversity, equity, inclusion, and accessibility policies consistent with their obligations under our laws.

⁵ Department of Veterans Affairs, *Veterans in the Workplace Final Report* 9. 39-40 (2013).
https://www.va.gov/vetsinworkplace/docs/veterans_in_workplace_final_report.pdf

Memorandum

To: Colleagues, University Offices of General Counsel, and University Leaders

From: [To promote readability, signatories are listed in Appendix A].

Date: February 20, 2025

Re: **DEI Programs Are Lawful Under Federal Civil Rights Laws and Supreme Court Precedent**

We are law professors who study and teach antidiscrimination law, education law, employment law, constitutional law, and civil rights. “DEI” is common shorthand for a varied set of initiatives broadly designed to counter pervasive biases and stereotypes, and to cultivate more diverse, equitable, and inclusive institutions. We are concerned that federally funded institutions will eliminate, or already have eliminated, important DEI initiatives that remain legally defensible and often further institutions’ legal obligations under those very laws. **This memo explains why common DEI initiatives remain legally defensible** notwithstanding President Trump’s January 21, 2025 Executive Order titled “[Ending Illegal Discrimination and Restoring Merit-Based Opportunity](#)” (the “J21 EO”) and related agency communications like the Department of Education’s February 14 [Dear Colleague Letter](#) (the “DCL”).

The J21 EO demeans “diversity, equity, and inclusion” initiatives and tracks the Trump administration’s broader desire to eliminate public and private efforts to counter various forms of exclusion, bias and bigotry that permeate American society. Federally funded institutions should not, however, interpret the J21 EO and related communications as requiring the elimination or curtailment of existing DEI initiatives.¹

First, the J21 EO expressly (a) recognizes the right of federally funded institutions to engage in their own First Amendment protected speech and (b) does not apply to academic programs or classroom teaching.

Second, common DEI initiatives are lawful under prevailing federal civil rights laws and Supreme Court precedent.

Third, neither the J21 EO nor related communications change existing federal law. In fact, the J21 EO and DCL concede that DEI initiatives are not inherently unlawful.

Fourth, the constitutionality of the J21 EO is currently being litigated. Among other arguments before the court, evidence suggests that the J21 EO rests on, and furthers, pernicious stereotypes about women and Black people.

¹ For an inexhaustive set of legal scholarship that thickens the analysis in this memo, see Russell K. Robinson, *The Incoherence of the “Colorblind Constitution,”* 113 CALIF. L. REV. __ (forthcoming 2025); Deborah Hellman, *Diversity by Facially Neutral Means*, 110 VA. L. REV. 1091 (2024); Jonathan Feingold, *Affirmative Action After SFFA*, 48 J. COLL. U. L. 239 (2023); Jonathan Feingold, *The Right to Inequality: Conservative Politics and Precedent Collide*, 57 CONN. L. REV. 1 (2024); Sonja Starr, *The Magnet School Wars and the Future of Colorblindness*, 76 STAN. L. REV. 161 (2024); Kimberly West-Faulcon, *Affirmative Action After SFFA: The Other Defenses*, 74 SYRACUSE L. REV. 110 (2024); Kim Forde-Mazrui, *Alternative Action After SFFA*, 76 STAN. L. REV. ONLINE 149, 159 (2024); Jonathan D. Glater, *Reflections on Selectivity*, 49 FORDHAM URB. L.J. 1121 (2022); Vinay Harpalani, “*Safe Spaces*” and the Educational Benefits of Diversity, 13 DUKE L. CONST. L. & PUB. POL’Y 117 (2017).

I. The J21 EO recognizes the right of institutions to engage in their own First Amendment protected speech and does not apply to academic programs or classroom teaching.

The J21 EO expressly limits its own scope in two critical respects. The DCL more broadly disclaims that it “does not have the force and effect of law and does not bind the public or create new legal standards.”

A. The J21 EO “does not prevent State or local governments, Federal contractors, or Federally-funded State and local educational agencies or institutions of higher education from engaging in First Amendment-protected speech.” Among other consequences, this means that **the J21 EO does not prohibit universities from using their own voice to proudly proclaim their commitment to egalitarian values like diversity, equity, and inclusion.** This should reassure universities that they may continue to employ terms like “diversity,” “equity,” and “inclusion” on university websites and publications. Universities may also communicate their egalitarian-oriented values by, for example, posting #BLM banners on campus, hanging Pride Flags in the student center, or simply reiterating such messages as “Black Lives Matter,” “Trans Lives Matter,” “Palestinian Lives Matter,” “Antisemitism is Unwelcome Here,” “Against Asian Hate,” or any other slogan that cultivates an academic environment in which all students belong.

B. The J21 EO “does not prohibit persons teaching at a Federally funded institution of higher education as part of a larger course of academic instruction from advocating for, endorsing, or promoting the unlawful employment or contracting practices prohibited by this order.” In plain language, the J21 EO does not require universities, departments, or individual academics to alter the courses they offer and teach, or censor classroom discussion about racism, gender identity, or other topics disfavored by the Trump administration—even if those courses or topics happen to articulate positions inconsistent with those expounded in the J21 EO.

In short, nothing about African American Studies, Gender Studies, Jewish Studies, Chicana/o Studies, Asian American Studies, Indigenous Studies, Russian Studies, or any other field, program or academic department focused on a particular group runs afoul of the J21 EO.

II. Common DEI Initiatives are Lawful under Federal Civil Rights Laws and Supreme Court Precedent.²

As noted, “DEI” is common shorthand for a varied set of initiatives broadly designed to counter pervasive biases and stereotypes, and to cultivate more diverse, equitable, and inclusive institutions. These goals are consistent with the values that animate federal civil rights laws. In fact, common DEI initiatives—because they combat biases and cultivate inclusion—better position universities to fulfill their Title VI obligations to, *inter alia*, (a) avoid unlawful disparate treatment; (b) affirmatively remedy racially hostile environments; and (c) avoid unjustifiable disparate outcomes.³

A. **Contrary to the Trump administration’s suggestion, *Students for Fair Admissions v. Harvard (SFFA)* does not render DEI initiatives legally suspect.** In *SFFA*, the Supreme Court struck down one component of Harvard University’s and the University of North Carolina’s admissions policies: their practice of using an applicant’s racial identity as a formal criterion during the admissions process. The

² This memo refers specifically to the Equal Protection Clause in the United States Constitution and Title VI of the Civil Rights Act of 1964. Most of the analysis also applies to Title VII (barring race- and gender-based discrimination in employment) and Title IX (barring sex-based discrimination).

³ The DOJ has explained that Title VI’s disparate impact regulation furthers one of Title VI’s core objectives “to ensure that programs accepting federal money are not administered in a way that perpetuates the repercussions of past discrimination.” Title VI Legal Manual, Civil Rights Division, U.S. Department of Justice, <https://www.justice.gov/crt/media/1384931/dl?inline>.

decision was limited to the admissions context. It is less than clear whether *SFFA* applies beyond admissions. Even if it does, the decision is limited to policies that employ “racial classifications”—a term the Supreme Court has historically applied to policies that classify and treat individuals differently based on their racial identities. This would include, for example: (a) employment “set asides” that are only available to members of certain racial groups; and (b) selection processes, like Harvard’s, that use race as a formal criterion when selecting between applicants.

Critically, the *SFFA* majority and concurrences (all authored by conservative Justices) distinguished between the legally suspect racial *means* Harvard and UNC employed (i.e., the racial classification) and the legally permissible—if not compelling—racial *ends* the defendants pursued (i.e., racial diversity). Writing for the majority, Chief Justice Roberts characterized the defendants’ diversity-related interests as “worthy” and “commendable.”⁴ Justice Kavanaugh reinforced this distinction. Citing opinions from Justices Scalia and O’Connor, Kavanaugh noted that “governments and universities still ‘can, of course, act to undo the effects of past discrimination in many permissible ways that *do not involve classification by race.*’” (emphasis added).⁵

In relevant respects, Justice Kavanaugh (and Justices Scalia and O’Connor before him) is characterizing common DEI initiatives that aim to “undo the effects of past discrimination”—e.g., by combating biases, eliminating unjustifiable barriers, and cultivating inclusion—but do not “involve classification by race.”⁶ This would include, for example:⁷

- (i) positively crediting, in admissions or hiring, an individual’s personal experiences with or demonstrated ability to remedy anti-Black racism, anti-LGBTQ bigotry, anti-Asian racism, antisemitism, or any other forms of systemic discrimination, bias, or bigotry⁸;
- (ii) university programming or events that focus on a particular group—including based on race, ethnicity, gender, or sexual orientation—or particular forms of societal bias or discrimination;
- (iii) affinity groups or themed residence halls that are open to all students but foreground a particular group or identity;

⁴ *SFFA v. Harvard*, 600 U.S. 181, 214 (2023) (“Although these are commendable goals, they are not sufficiently coherent for purposes of strict scrutiny); *id.* at 215 (“The interests that respondents seek, though plainly worthy, are inescapably imponderable.”). This distinction between suspect racial means and permissible racial motives tracks Justice Roberts’s opinion in *Parents Involved*, where he invalidated two districts’ use of race as a formal criterion in their school assignment process but approved of the districts’ underlying racial motives. *See Parents Involved in Cmty. Schools v. Seattle Sch. Dist.*, 551 U.S. 701, 743 (2007) (“Simply because the school districts may seek a *worthy* goal does not mean they are free to discriminate on the basis of race to achieve it, or that their racial classifications should be subject to less exacting scrutiny.”) (emphasis added).

⁵ *SFFA*, 600 U.S. at 317. *See also* Richard A. Primus, *Equal Protection and Disparate Impact: Round Three*, 117 HARV. L. REV. 493, 539-40 (2003) (quoting *Adarand Constructors, Inc. v. Peña*, 515 U.S. 200, 237-38 (1995)) (“*Adarand* repeated this idea that ‘race-neutral means to increase minority business participation’ can be a constitutionally appropriate substitute when race-specific affirmative action programs would violate equal protection.” (footnote omitted)).

⁶ Although this memo focuses on the legality of facially neutral—or “colorblind”—DEI initiatives, we note that certain racial classifications remain legally defensible. *See* Feingold, *Affirmative Action After SFFA* (citing examples).

⁷ For a more detailed overview of DEI initiatives that comply with, and further, federal civil rights laws and Supreme Court precedent, see Jonathan Feingold & Julie Park, [How Universities Can Build and Sustain Welcoming and Equitable Campus Environments](#) (2024).

⁸ By only identifying some groups and forms of systemic discrimination, bias, or bigotry, we in no way mean to obscure or minimize other groups that face forms of systemic discrimination, bias, or bigotry in American society.

- (iv) anti-harassment trainings that equip campus stakeholders to interrogate and counter the implicit biases and pervasive race- and gender-based presumptions that permeate United States society and infiltrate American institutions;
- (v) tracking applicants' racial and gender identity and assessing the aggregate impact of hiring or admissions processes along racial or gender lines;
- (vi) taking affirmative steps to mitigate unjustifiable disparities that arise in hiring or admissions contexts;
- (vii) adopting admissions or hiring criteria designed to racially integrate historically white universities (e.g., by eliminating legacy preferences or application fees, ensuring more equitable representation from feeder schools or geographic regions, or reducing reliance on criteria—like standardized tests—that systematically reward inherited advantage over individual talent or potential);
- (viii) investing in professional and impartial internal investigation and compliance units able to timely track, investigate, and respond to complaints of bias, harassment, or discrimination;
- (ix) proudly proclaiming their commitment to cultivate a campus environment where all students, regardless of their identity, feel valued and can enjoy the full benefits of university membership free from harassment, bias or group-based stigma;
- (x) investing in academic departments and curricula (e.g., Ethnic Studies, Gender Studies, Asian American studies, Jewish studies, African American Studies) that directly foreground the experience of a particular racial or ethnic group, or other distinct community;
- (xi) adopting policies that promote full inclusion and accessibility for all community members regardless of their ability status;
- (xii) the use of “all gender” restrooms that are available to all members of the campus community regardless of a person’s gender identity;
- (xiii) recruitment and retention programs or policies that focus on the experience and barriers most often faced by students from specific groups but are available to all.

The foregoing DEI initiatives promote the egalitarian ideals that animate federal civil rights laws. **By helping institutions cultivate academic environments free from bias, stigma, or harassment, DEI initiatives also better position universities to fulfill their basic mission “[\[t\]o pursue truth and knowledge for the common good, which requires the free exchange and critical evaluation of competing ideas.](#)”** Most relevant for present purposes, none of the foregoing DEI initiatives “involve classification by race.” For that reason, these DEI initiatives are not legally suspect.

B. Last year, the Supreme Court tacitly reinforced the legality of colorblind DEI initiatives when it denied certiorari in *Coalition for T.J. v. Fairfax*.⁹ In that lawsuit, the conservative Pacific Legal Foundation argued that changes to a public high school’s admissions policy—which included eliminating a \$100 application fee and affording greater representation to feeder middle schools—was unlawful because the policy was designed to increase student body diversity. The Fourth Circuit appropriately rejected the claim. The cert denial, from which Justices Alito and Thomas dissented, suggests that the Supreme Court is not ready to entertain the Trump administration’s theory that any policy adopted with a racial motive—including equality-oriented goals like racial diversity or racial inclusion—is inherently suspect.

⁹ See *Coal. for T.J. v. Fairfax Cnty. Sch. Bd.*, 218 L. Ed. 2d 71 (U.S. 2024) (No. 23-170). The Supreme Court subsequently denied certiorari in a similar case Pacific Legal filed against three of Boston’s most competitive public schools. Justices Alito and Thomas dissented from the cert denial; Justice Gorsuch filed a “Statement.”

To suggest—as the DCL expressly does¹⁰—that all racially motivated conduct is unlawful proves too much. Civil rights laws like Title VI are themselves racially motivated: to promote racial equality and inclusion. The J21 EO and DCL are also racially motivated: to target and eliminate programs and policies that attend to race.

In its briefing before the Supreme Court, Pacific Legal appeared to concede this point. The organization noted that the “mere intent to increase Black and Hispanic enrollment” does not violate the Equal Protection Clause unless “the *means* chosen [to realize that goal] are designed to treat applicants differently based on race.”¹¹ (emphasis added). Pacific Legal continued: “For example, the Board removed the \$100 application fee for TJ. Even if it did so to increase black and Hispanic enrollment, it is implausible that having all applicants pay \$0 discriminates against anyone.” The same reasoning would apply to a university’s decision to, for example, eliminate legacy preferences for the children of alumni, reduce reliance on standardized tests, positively credit students whose ancestors were prohibited from attending the university, or automatically admit a specific percentage of students from each public high school in the state. In each instance, the policy furthers a permissible racial goal, and no student is treated “differently based on race.”

Thus, so long as covered institutions do not limit opportunities to students from a particular racial group or apply different standards to individual students or applicants, there is no legal concern—even if the policy is designed to promote overtly racial goals like diversity, equity, or inclusion.

III. The J21 EO concedes that DEI initiatives are not inherently unlawful.

The J21 EO proclaims that many of the most powerful institutions and industries in the country have “adopted and actively use dangerous, demeaning, and immoral race- and sex-based preferences under the guise of so-called ‘diversity, equity, and inclusions’ (DEI) or ‘diversity, equity, inclusion, and accessibility’ (DEIA) that *can* violate the civil-rights laws of this Nation.” (emphasis added). The “can” reflects the Trump administration’s recognition that DEI initiatives do not inherently violate federal civil rights laws.¹²

As a theoretical matter, any policy—whether DEI or not—could violate federal civil rights laws. To answer that question, one would have to determine whether a particular policy: (a) employs suspect *means* (e.g., “Does the policy treat individual students differently because of their racial identity?”); (b) traces to an impermissible *motive* (e.g., “Is the policy motivated by racial animus, negative stereotypes, or a desire to harm an identifiable racial group?”) and, potentially, (c) does the policy produce a negative *disparate impact* (e.g., “Does the policy negatively impact Asian American students or Jewish students relative to students from other racial or ethnic groups?”). Even were one to answer one of these questions in the affirmative, that answer is not itself dispositive concerning the policy’s ultimate legality.¹³

¹⁰ See DCL, <https://www.ed.gov/media/document/dear-colleague-letter-sffa-v-harvard-109506.pdf> (“It would, for instance, be unlawful for an educational institution to eliminate standardized testing to achieve a desired racial balance or to increase racial diversity . . . And race-based decision-making, no matter the form, remains impermissible.”).

¹¹ Reply in Support of Petition for Writ of Certiorari at 12, *Coal. for TJ v. Fairfax Cnty. Sch. Bd.*, 68 F.4th 864 (4th Cir. 2023) (No. 23-170).

¹² The DCL contains a similar tell. See *id.* (“DEI programs, for example, *frequently* preference certain racial groups and teach students that certain racial groups bear unique moral burdens that others do not.”). We are unpersuaded by the empirical claim that DEI programs *frequently* do what the DCL claims they do. We nonetheless flag the sentence because it concedes that DEI programs are not inherently unlawful.

¹³ An affirmative finding often shifts the burden to the defendant to justify the challenged policy. See Feingold, *Right to Inequality* (discussing burden shifting frameworks).

Even cursory analysis reveals that common DEI initiatives do not run afoul of these concerns, but instead equip federally funded institutions to prevent and remedy the identity-based harms Title VI and other civil rights laws are designed to prevent.

IV. The J21 EO is constitutionally suspect because it appears to rest on pernicious stereotypes that presume the intellectual inferiority of women and Black people.

As we write, plaintiffs are challenging the legality of the J21 EO.¹⁴ The plaintiffs argue that the J21 EO violates Separation of Powers and is unconstitutional under the First and Fifth Amendment.¹⁵ We anticipate that advocates will raise additional arguments as the case proceeds. One of those arguments will likely be that the J21 EO unlawfully rests on, and furthers, pernicious stereotypes that presume the intellectual inferiority of women and Black people.¹⁶

This argument will likely point to Section II of the J21 EO, which blames “illegal DEI and DEIA policies” for “case after tragic case” of unspecified catastrophe leading to “disastrous consequences.” This language invokes the talking point that DEI is responsible for essentially every human-made disaster and relies on the empirically fraught claim that DEI policies, because they attend to identity and promote inclusion, compromise “merit” by placing women and Black people into positions for which they are “unqualified.”¹⁷ This theory, in turn, rests on the stereotype that women and Black people are presumptively incompetent and intellectually inferior to white men.

We are not claiming that opposition to DEI inherently traces to pernicious stereotypes or animus. Our claim is specific to President Trump and his administration, whose hostility to DEI appears specifically motivated by presumptions of female and Black incompetence and negative attitudes toward those groups.¹⁸

Beyond the J21 EO itself, advocates will likely highlight the Trump administration’s use of the pejorative term “[DEI hire](#),” which is often employed to question the qualifications and competence of women and Black people in positions of power—regardless of the person’s individual record, accomplishments or accolades.¹⁹ On this point, the Foundation Against Intolerance and Racism recently cautioned that the Trump administration’s directive to purge “DEI hires” reinforces and invites race- and gender-based presumptions of incompetence.²⁰ Elon Musk, one of the most influential people driving President Trump’s

¹⁴ National Association of Diversity Officers in Higher Education v. Trump (1:25-cv-00333), <https://www.courtlistener.com/docket/69607847/national-association-of-diversity-officers-in-higher-education-v-trump/>.

¹⁵ See Complaint, National Association of Diversity Officers in Higher Education et al. v. Donald J. Trump et al., <https://storage.courtlistener.com/recap/gov.uscourts.mdd.575287/gov.uscourts.mdd.575287.1.0.pdf>.

¹⁶ SFFA v. Harvard, 600 U.S. 181, 220-21 (2023); *see also* Vill. of Arlington Heights v. Metro. Hous. Dev. Corp., 429 U.S. 252, 2666 (1977) (“Determining whether invidious discriminatory purpose was a motivating factor demands a sensitive inquiry into such circumstantial and direct evidence of intent as may be available.”).

¹⁷ *See generally* Devon Carbado et al., *Privileged or Mismatched: The Lose-Lose Position of African Americans in the Affirmative Action Debate*, 64 UCLA L. REV. DISCOURSE 174 (2016).

¹⁸ *See* David Sanger, *Trump Blames D.E.I. and Biden for Crash Under His Watch*, The New York Times (Feb. 1, 2025), <https://www.nytimes.com/2025/01/30/us/politics/trump-plane-crash-dei-faa-diversity.html>.

¹⁹ *See* Melanie Mason, *Republicans blame DEI for the LA fires. This fire captain disagrees*, Politico (Jan. 15, 2025), <https://www.politico.com/news/2025/01/15/republicans-dei-la-fires-00198551>; Julie Ingram & Alexander Hunter, *Some Republicans attack Kamala Harris as “DEI Hire.” Here’s what that means*, CBS News (July 26, 2024), <https://www.cbsnews.com/news/republicans-attack-kamala-harris-dei-hire/> (“GOP Rep. Tim Burchett of Tennessee called Harris a ‘DEI vice president,’ a reference to diversity, equity and inclusion efforts. Rep. Harriet Hageman of Wyoming called Harris a ‘DEI hire’ and referred to her as ‘intellectually, just really kind of the bottom of the barrel.’”).

²⁰ *See* FAIR, *Restoring Biological Truth and Meritocracy in Government* (Jan. 22, 2025), <https://news.fairforall.org/p/restoring-biological-truth-and-meritocracy> (“We urge caution in using this term [“DEI

agenda, has repeatedly traded on these stereotypes to denigrate DEI.²¹ Following the fatal January 2025 plane crash, Musk [endorsed](#) a [now-deleted post](#) that expressly questioned the IQ of pilots from Historically Black Colleges and Universities (HBCUs), which were described as indicating “borderline intellectual impairment.”

We flag these final points, in part, to alert universities about arguments likely to be marshalled against the J21 EO as litigation proceeds. **Given evidence that the J21 EO rests on, and furthers, race- and gender-based notions of intellectual inferiority, it is possible that a court enjoins the J21 EO on this basis.**

Conclusion

To close, we reiterate our overarching observation: **under prevailing federal civil rights laws and Supreme Court precedent, DEI initiatives that do not employ racial classifications or otherwise limit opportunity to individuals from certain racial groups remain legally secure.** It is increasingly clear that the Trump administration intends to dismantle our civil rights infrastructures and erode the autonomy and independence of institutions of higher education. **We urge university leaders to respond in kind, and not to sacrifice essential and legally defensible DEI initiatives that help universities fulfill their most basic mission to pursue truth and knowledge for the common good.**

hires”] as it may invite speculation, without a firm basis or evidence, regarding an employee’s skills, abilities, or merit and instead make assumptions based on their perceived identity.”).

²¹ See Connor Murray, *Elon Musk and More Right-Wing Critics Blame Diversity, Equity and Inclusion for LA Wildfires-With Little Evidence*, Forbes (Jan. 9, 2025), <https://www.forbes.com/sites/conormurray/2025/01/09/elon-musk-and-more-right-wing-critics-blame-diversity-equity-and-inclusion-for-la-wildfires-with-little-evidence/>.

Appendix A: Memo Signatories²²

Kathryn Abrams, Herma Hill Kay Distinguished Professor of Law, UC-Berkeley Law School

Samuel Bagenstos, Frank G. Millard Professor of Law, University of Michigan Law School, and Arlene Susan Kohn Professor of Social Policy, University of Michigan Gerald R. Ford School of Public Policy

Alina Ball, Clinical Professor of Law, Director, Social Enterprise Clinic, University of California, Berkeley School of Law

Derek W. Black, Carolina Distinguished Professor, Joseph F. Rice School of Law

Devon W. Carbado, Elihu Root Professor of Law, NYU School of Law

Robert S. Chang, Professor of Law and Sylvia Mendez Presidential Chair for Civil Rights, and Executive Director, Fred T. Korematsu Center for Law and Equality, UC Irvine School of Law

Erwin Chemerinsky, Dean, Jesse H. Choper Distinguished Professor of Law, University of California, Berkeley School of Law

Jeremiah Chin, Assistant Professor of Law, University of Washington School of Law

Frank Rudy Cooper, William S. Boyd Professor of Law and Director, Program on Race, Gender and Policing, UNLV William S. Boyd School of Law

Jonathan Feingold, Associate Professor, Boston University School of Law

William E. Forbath, Professor, Lloyd M. Bentsen Chair in Law, University of Texas at Austin, School of Law

Jonathan D. Glater, Professor of Law and Associate Dean for Teaching, University of California, Berkeley

Vinay Harpalani, Professor of Law, Don L. & Mabel F. Dickason Endowed Chair in Law, University of New Mexico School of Law

Cheryl I. Harris, Rosalinde and Arthur Gilbert Foundation Chair in Civil Rights and Civil Liberties, UCLA School of Law

Stacy Hawkins, Professor, Rutgers Law School

Osamudia James, Henry P. Brandis Distinguished Professor of Law, UNC School of Law

David B. Oppenheimer, Clinical Professor of Law, Director, Berkeley Center on Comparative Equality & Anti-Discrimination Law, University of California, Berkeley School of Law

Dylan C. Penningroth, Professor of Law and Alexander F. and May T. Morrison Professor of History, University of California at Berkeley

Russell K. Robinson, Walter Perry Johnson Professor of Law & Faculty Director, Center on Race, Sexuality & Culture, University of California, Berkeley School of Law

²² Signatories are listed in alphabetical order and affiliations are included for informational purposes only.

Margo Schlanger, Wade H. and Dores M. McCree Collegiate Professor of Law, University of Michigan Law School

Noah Zatz, Professor of Law and Labor Studies, UCLA School of Law



FIRM PROFILE

Russell Davidson
Architecture + Design
(530)264-5559 davidsonarch.com

TABLE OF CONTENTS

TABLE OF CONTENTS	2
FIRM DESCRIPTION.....	3
PROJECT APPROACH	4
SELECTED WORK	6
THE HOLBROOKE HOTEL.....	7
THE CENTER FOR THE ARTS	9
GRASS VALLEY PROVISIONS	11
JADA WINDOWS.....	13
PRE-APPROVED ADUS.....	14
STAFF RESUME	15
RUSSELL DAVIDSON	15
JEFF HINELINE	16
CHRISTINE FANTLE	17

FIRM DESCRIPTION



History

Founded in 2018 and based in Grass Valley, Russell Davidson Architecture + Design (RDA) combines focused project leadership with technical expertise honed through diverse project experience. Our intimate understanding of local conditions and building practices allows us to navigate projects efficiently while maintaining high standards of design and execution.

Our Approach

We believe exceptional architecture emerges from a place of deep understanding—of our clients, of place, and of purpose. Our process begins not with drawing, but with listening. Through careful questioning and observation, we uncover connections and possibilities that might otherwise go unexplored. This investigative approach reveals solutions that address multiple needs simultaneously, creating value that extends beyond initial project goals.

Design Process

Our design process balances creative vision with practical execution. Through established relationships with local contractors and consultants, we develop solutions that are both thoughtful and buildable. This collaborative approach helps us create efficient designs that work within budget constraints while meeting project objectives. We focus on clear, purposeful solutions that solve complex challenges through careful planning and attention to detail.

Each project benefits from:

- Principal-led design process
- Clear project communication
- Systematic quality control
- Strong technical documentation
- Established local relationships
- Direct contractor collaboration

At every scale, we consider how spaces will be lived in and moved through. By bringing together thoughtful investigation, technical expertise, and a deep commitment to both beauty and functionality, we create architecture that serves its purpose while contributing something meaningful to our community's built environment.

Recent Projects

- Big Springs Retreat Center - Sierra City
- Affordable Housing Master Plan - Nevada, Placer, Sierra Counties
- The Center for the Arts Expansion and Renovation - Grass Valley
- Holbrooke Hotel Renovation - Grass Valley
- Nevada County Sheriff Dispatch Relocation - Nevada City
- Cal Fire Tenant Improvement - Grass Valley
- Bost House Renovation - Nevada City
- Community Development Agency Renovation - Nevada City
- Nevada County Consolidated Fire Station 86 - Nevada City
- Sierra Family Health Clinic - North San Juan
- Harmony Health Tenant Improvement - Linda
- Western Sierra Medical Clinic - Grass Valley
- Western Sierra Medial Clinic - Penn Valley
- Sierra Nevada Memorial Hospital CT Renovations - Grass Valley

1. Project Methodology

The Nevada City School of the Arts Buildings 2 and 4 renovations require thoughtful integration of performing arts, educational, and community spaces while advancing NCSA's arts-integrated vision. Our approach directly addresses the project's key elements including a 300-seat theatre, administrative offices, aftercare spaces, and culinary facilities, each designed to foster creative learning and collaboration.

We recognize the complexity of coordinating specialized systems, ADA accessibility requirements, and food service infrastructure while creating spaces that inspire individualized expression. Our methodology emphasizes early planning and systematic development of solutions that support both building performance and creative learning environments.

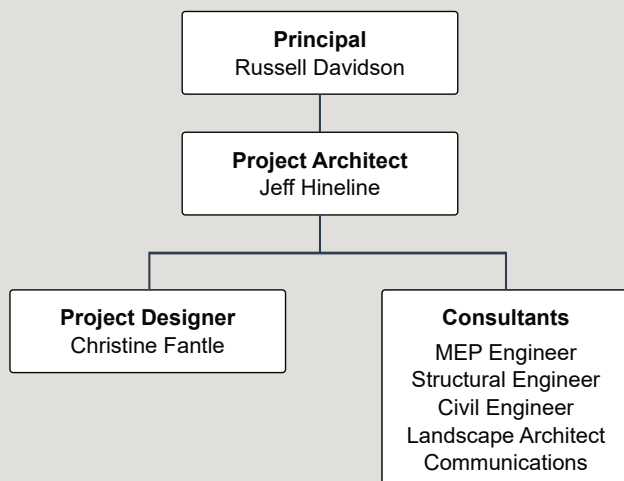
2. Design Documentation and Tools

Our team employs Building Information Modeling for comprehensive project documentation, enabling accurate representation of existing conditions and proposed modifications. This integrated approach provides several key advantages:

- Precise documentation of complex building systems
- 3d coordination of specialized spaces
- Early identification of potential conflicts
- Clear visualization of proposed modifications
- Efficient document production
- Accurate quantity takeoffs
- Enhanced consultant coordination

3. Project Management Structure

Our focused team structure ensures consistent project leadership and clear communication channels:



Communication Protocols:

- Weekly internal team meetings
- Bi-weekly client updates
- Monthly progress reports
- Regular consultant coordination meetings
- Clear documentation of all project decisions

4. Design Process

Pre-Design:

- Comprehensive site investigation documenting existing conditions
- Detailed evaluation of building systems
- Program verification with user groups
- Code analysis and jurisdictional requirements review
- Identification of long-lead items and critical path

Schematic Design:

- Development of space planning concepts
- Preliminary systems analysis
- Initial engineering coordination
- Basic code compliance verification
- Client review and input integration

Design Development:

- Refinement of architectural solutions
- Detailed system design development
- Material and finish selections
- Engineering coordination
- Technical specifications development

Construction Documents:

- Complete architectural documentation
- Detailed technical specifications
- Thorough engineering coordination
- Final code compliance review
- Permit submission preparation
- Bid document assembly

5. Technical Coordination

Consultant coordination is managed through established procedures:

- Regular coordination meetings
- Systematic document review process
- Clear communication protocols
- Resolution tracking
- Decision documentation

Building systems integration focuses on:

- Mechanical systems coordination
- Electrical distribution
- Plumbing systems
- Fire protection
- Security integration
- Communications infrastructure

6. Quality Assurance

Document Control:

- Standard drawing protocols
- Systematic file management
- Regular backup procedures
- Version control tracking

Review Procedures:

- Internal peer reviews at each phase
- Cross-discipline coordination checks
- Code compliance verification
- Specification coordination
- Cost estimate reconciliation

Quality Verification:

- Document completion review
- Technical accuracy verification
- Coordination confirmation
- Permit submission review
- Bid document verification



SELECTED WORK

THE HOLBROOKE HOTEL

Nestled in the heart of California's historic Gold Country, the renovated Holbrooke Hotel stands as a testament to the delicate balance between preservation and contemporary comfort. This careful restoration breathes new life into one of the West's most storied properties while honoring its rich 1852 origins. The renovation embraces the building's history while weaving in refined modern elements that enhance, rather than overshadow, its authentic character.

The ground floor transformation maintains the hotel's position as a social anchor in Grass Valley's historic district, anchored by the restored saloon with its original hand-carved bar and a completely modernized commercial kitchen. Historic window frames and exposed brick walls converse with contemporary furnishings and lighting, creating spaces that feel both timeless and relevant. Thoughtful ADA upgrades throughout the property ensure accessibility while preserving the building's historical integrity.



Owner: Acme Hospitality

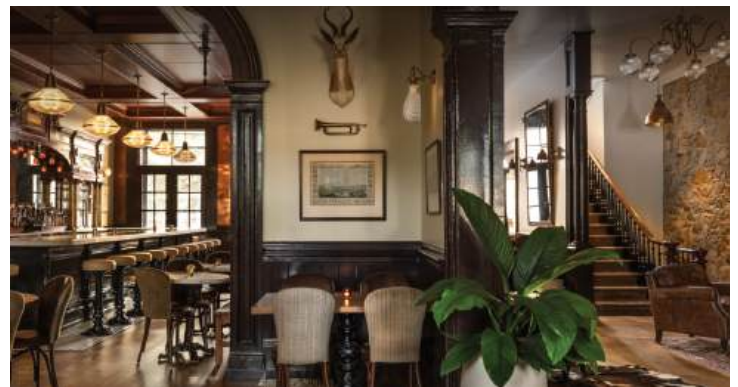
Contact: Sherry Villanueva
(805) 452-5412

Contractor: Sierra Foothills Construction Company,
Design Assist

Scope of Work: Full interior renovation to all 28 guest rooms, bar, speak easy, lobby, new commercial kitchen, ADA upgrades.

Date Completed: 2018

Approximate Construction Cost: \$3M





THE CENTER FOR THE ARTS

The 21,000-square-foot renovation of the Center for the Arts balances modern performance requirements with the facility's established presence as a cultural landmark. Key improvements include upgraded seating configurations, refined acoustic treatments, and contemporary lighting systems that enhance the venue's technical capabilities. Through careful design and planning, the renovation successfully modernizes the center's infrastructure and performance capabilities while maintaining its distinctive architectural character. The updated facility now provides a

state-of-the-art experience for both performers and audiences, ensuring the Center for the Arts remains a vital cultural hub for the community.

The transformation balanced technical upgrades with preservation goals, integrating modern performance systems while respecting the building's historic character. Improvements to the acoustics, lighting, and theater systems create a versatile venue that meets today's performance standards while maintaining the building's architectural



Owner: The Center for the Arts

Contact: Amber Jo Manuel
(917) 703-1741

Contractor: TruLine Construction, Design Assist / Awarded

Scope of Work: Renovation to existing theatre with a total of 492 seats, lobby, bar, art gallery, black box theatre and offices.

Date Completed: 2018

Approximate Construction Cost: \$6.1M



GRASS VALLEY PROVISIONS

Housed within a carefully restored 1900s PG&E building in the heart of Grass Valley, Provisions stands as a testament to thoughtful architectural preservation. The renovation process began with the deliberate peeling back of decades of modifications, revealing the building's original wooden bones and showcasing the craftsmanship of early 20th-century construction. Throughout the restoration, each discovered element offered insights into the building's rich industrial past, informing decisions about preservation and adaptation.

The restoration centered on honoring the building's historic framework while introducing elements that breathe new life into the space. Strategic placement of new windows transforms the once-utilitarian structure into a light-filled sanctuary, where natural illumination highlights the preserved wooden framework and creates an interplay between historic and modern elements, bridging the building's industrial heritage with its contemporary purpose.



Owner: Provisions Grass Valley

Contact: Cameron Brady
(530) 559-2614

Contractor: RKR Construction

Scope of Work: Full renovation to existing building. New business area, offices on main and upper levels, secure interior and exterior storage. Exterior includes new facade, parking lot design and landscape concept.

Date Completed: 2024

Approximate Construction Cost: \$2M



JADA WINDOWS

The new Jada Windows manufacturing facility harmoniously balances industrial functionality with contemporary design sensibilities. The 70,000-square-foot structure employs clean lines and modern materials to elevate the traditional warehouse typology while adhering to established design guidelines. Clerestory windows flood the assembly areas with abundant natural light, creating an uplifting atmosphere that enhances worker comfort and productivity. The strategic placement of these high windows not only maximizes daylight penetration throughout the vast space but also reduces

reliance on artificial lighting, contributing to the building's sustainable approach. This facility represents a fresh interpretation of industrial architecture, where functionality and contemporary aesthetic seamlessly merge.



Owner: Jada Windows

Contact: Jada Beyer
(530) 265-5354

Contractor: Buzz Oates Construction

Scope of Work: New 70,000 sf pre-engineering metal building for assembly facility

Date Completed: In Progress

Approximate Construction Cost: \$8M



PRE-APPROVED ADUS

In collaboration with Nevada County and neighboring jurisdictions, we designed a series of pre-approved Accessory Dwelling Units (ADUs) to streamline housing solutions in the region. These designs offer flexibility, efficiency, and adaptability, catering to various homeowner needs.

The plans accommodate both slab and raised floor foundations, enhancing versatility. By providing these pre-approved designs, the project aims to reduce design costs and expedite the plan review process, facilitating more affordable and efficient housing solutions in the region.

These designs are adaptable to various locations, styles, and budgets, allowing homeowners to customize facades and elements to reflect their preferences and existing structures.



Owner: Nevada County, Placer County, Sierra County

Contact: Nicholas McBurney
(530) 265-1542

Contractor: Varies

Scope of Work: 3 new pre-approved ADU plans with customizability for foundation, garages, climate zone and heating types.

Date Completed: 2021



STAFF RESUME

Russell Davidson

PRINCIPAL ARCHITECT



Professional Registrations

Licensed Architect
#C36895, California

Education

Bachelor of Architecture
California Polytechnic State University
San Luis Obispo

With over a decade of architectural practice, Russell brings a depth of knowledge to each project across multiple sectors. His approach is rooted in understanding each site's unique context - from local climate and materials to community needs and building traditions.

Through his work on diverse building types, Russell has found that successful projects start with careful listening and strong collaboration with clients and consultants. His process emphasizes smart, efficient design solutions that respond to real-world constraints while creating spaces that work well for their intended purpose.

Whether working on residential or commercial projects, Russell brings the same attention to detail and commitment to understanding how people will interact with the built environment.



Jeff Hinline

PROJECT ARCHITECT



Professional Registrations

Licensed Architect
#12691722-0301, Utah

Education

Bachelor of Architecture
California Polytechnic State University
San Luis Obispo

Jeff brings a valuable combination of design expertise and hands-on construction knowledge to each project. His approach is grounded in practical understanding - from building methods and materials to the realities of bringing designs to life on site.

Through his background in construction, Jeff has developed a keen eye for the critical details that make projects successful. He understands that thoughtful planning and careful attention to constructibility are essential to delivering buildings that meet both design aspirations and real-world constraints.

His process emphasizes close collaboration with clients, contractors, and consultants to ensure projects move smoothly from concept to completion. Whether working on intimate residential spaces or larger commercial developments, Jeff brings the same focus on quality and buildable solutions to every project.



STAFF RESUME

Christine Fantle

DESIGNER, LEED GREEN ASSOCIATE



A belief that architecture is for people and therefore needs to be designed with human experience and impact in mind is what drives Christine's passion for architectural design. Christine believes that architects and designers have the power to improve the way we look at the world and people around us, and that we have a responsibility to do so.

Christine is knowledgeable on current sustainability standards and enjoys the collaboration that comes with each and every project. She has worked on projects ranging from small remodels to large, multi-family new construction builds, and understands the importance of meeting each client's individual needs.

Professional Registrations

LEED Green Associate

Education

Bachelor of Design, Architecture
University of Minnesota - Twin Cities

Master of Architecture
Savannah College of Art & Design



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:

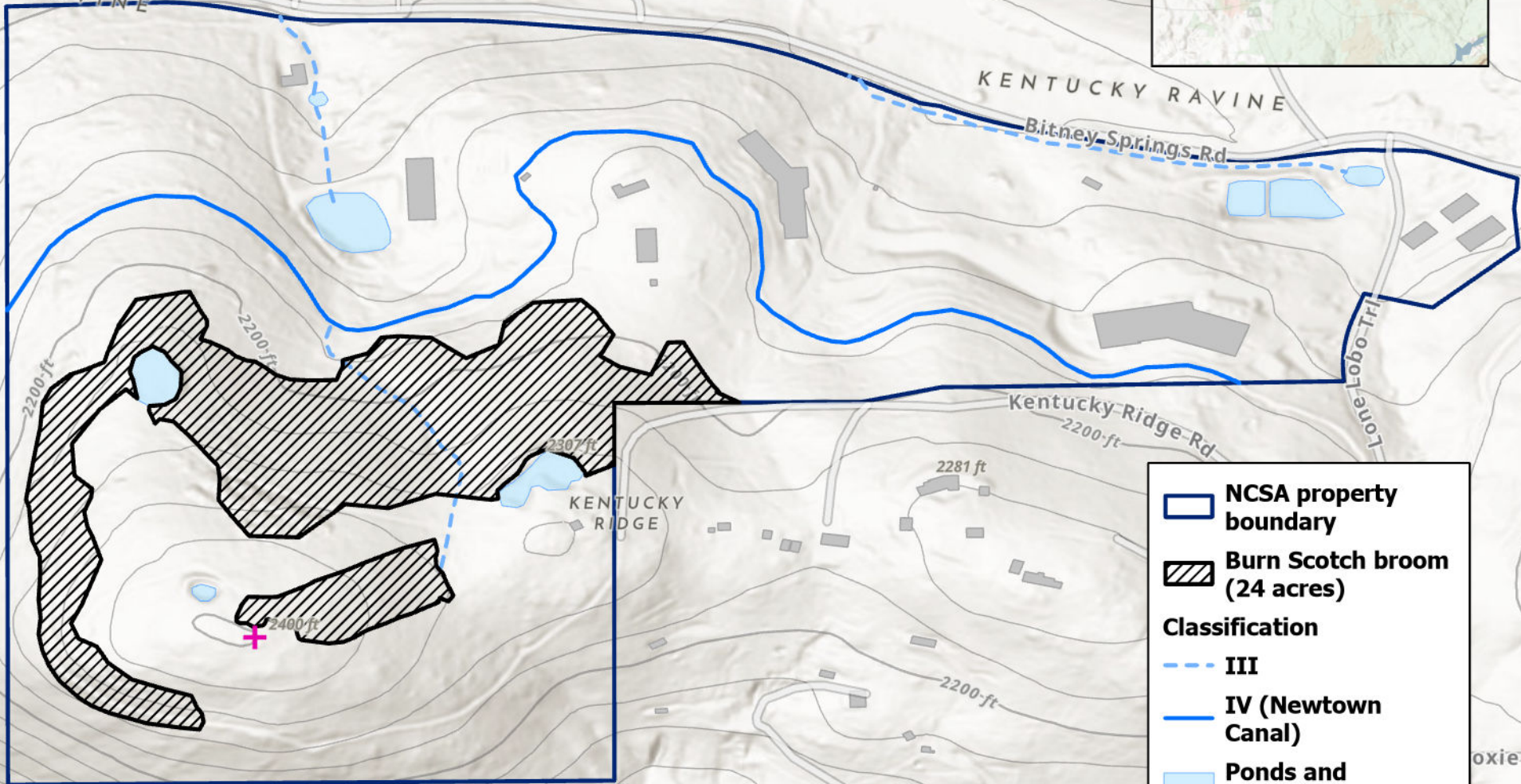
Beginning at a point on the Southerly edge of Parcel Two described above, from which said Northwest sixteenth

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



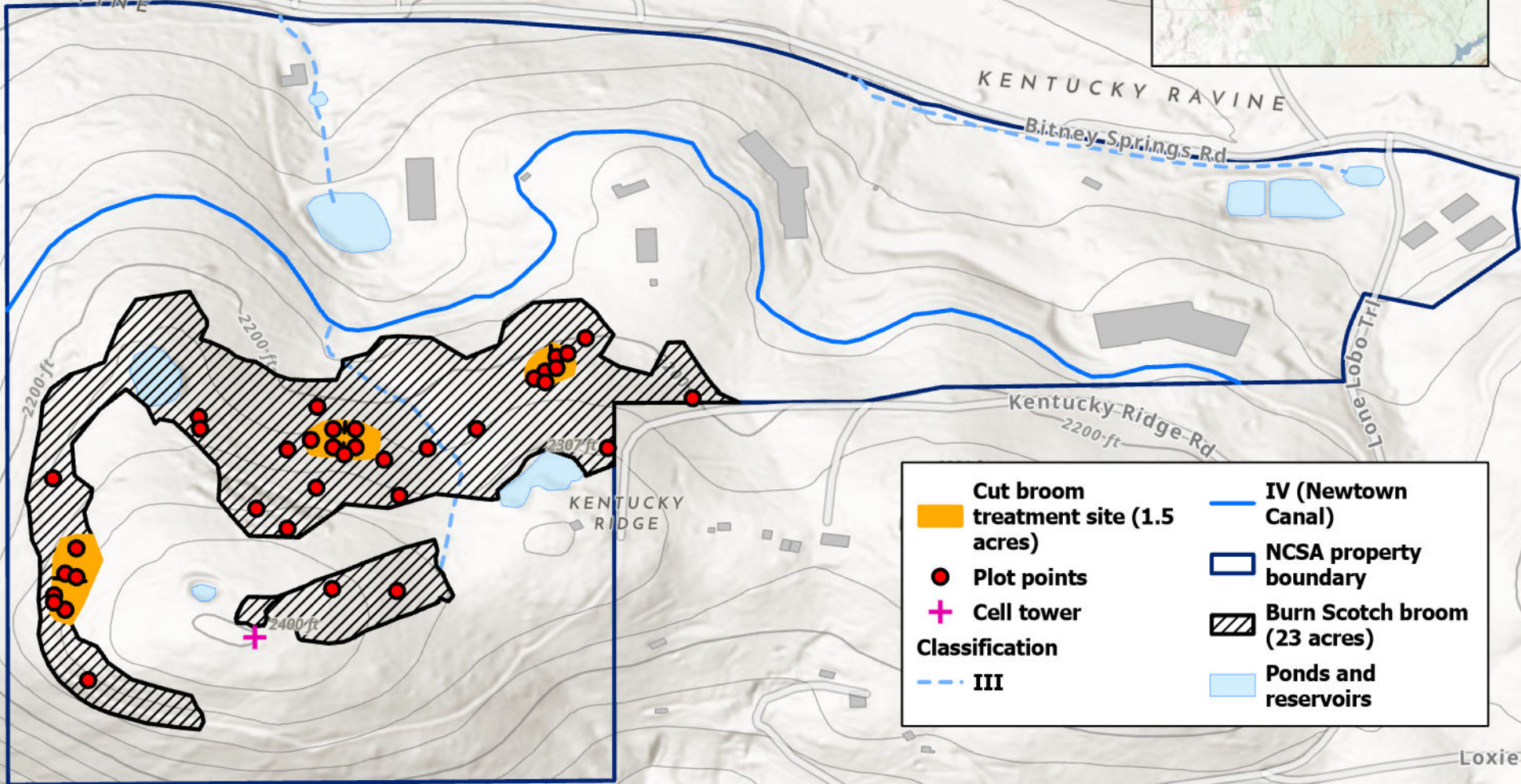
Legend

- 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



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





**School Director's Monitoring Report
2nd Interim Budget Revision FY 2025**

Executive Limitations Policy: B-1 Financial Conditions and Activities

Board of Directors Meeting: **February 27, 2025.**

Unless indicated otherwise, all data in this report is for the budget interim ending **January 31, 2025.**

I certify that the information contained in this report is accurate.

I report overall compliance **with this policy with the exception of B1.a&b.**

B1: Financial Condition and Activities

With respect to the actual, ongoing financial conditions and activities, the School Director shall not cause, or allow the development of fiscal jeopardy or material deviation from budgeted expenditures or net surplus.

Interpretation:

I interpret this policy to mean the School Director is responsible for ensuring the implementation of the Board-approved budget and ensuring sufficient internal control and risk management for financial matters. In addition, the SD is responsible to address unforeseen events resulting in any significant deviations from budgeted expenditures, or requiring use of reserves to cover shortfalls, as well as those that disrupt educational services or operations. The SD must take all reasonable precautions to prevent and/or mitigate financial risks (fiscal jeopardy) that result from human error, fraud, or external economic conditions that bear upon the Authority. Further, all of Nevada City School of the Arts and Raven Springs LLC's activities and costs must be demonstrably related to accomplishing the Board's Ends. Compliance with this overall policy will be demonstrated by compliance with the following sub-policies.

Operational Definition:

Specifically, I interpret fiscal jeopardy as:

- a) NCSA deviating from a projected surplus unless approved by the board.
- b) Raven Springs deviating from annual net surplus of \$250,000 to support NCSA
- c) Enrollment falling below 420 students.

Data:

a) NCSA Surplus/(Deficit)

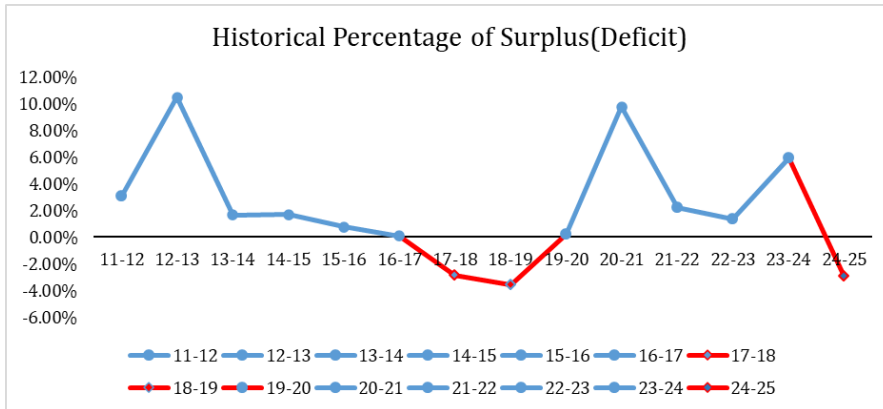
Budgeted Revenue & Expense projections are adopted annually and updated at each budget revision in November and February. The table below shows the projected surplus/ (deficit) for the current fiscal year, budget revision cycle for NCSA and Raven Springs LLC.

b) Raven Springs Surplus/(Deficit)

We plan to utilize Raven Springs' surplus every year to support NCSA's short fall from the facilities funding and to build a reserve for needed capital improvements over the next 7 years. We have reduced the surplus transfer from Raven Springs to \$100,000 at this interim budget revision to support multiple construction in progress activities including generator installation, roofing repairs and HVAC changes.

2024-25 Surplus/(Deficit)				
NEVADA CITY SCHOOL OF THE ARTS			RAVEN SPRINGS LLC	
Projected Rev/Exp	2nd Interim Budget	% of Total Expenses	Projected Rev/Exp	% of Total Expenses
Revenue	\$ 8,851,488.72		\$ 954,275.00	
Wages & Benefits Expenses	\$ 5,870,557.43	64%	\$ -	
Supplies Expenses	\$ 686,897.48	7%	\$ 17,400.00	2%
Services Expenses	\$ 2,662,780.63	29%	\$ 797,791.00	112%
NCSA Dividend	\$ 100,000.00		\$ (100,000.00)	-14%
Operating Surplus (Deficit)	\$ (268,746.82)	-3%	\$ 39,084.00	5%

The graph below shows our surplus/deficit history since 2012 and our current year's projected surplus for NCSA.



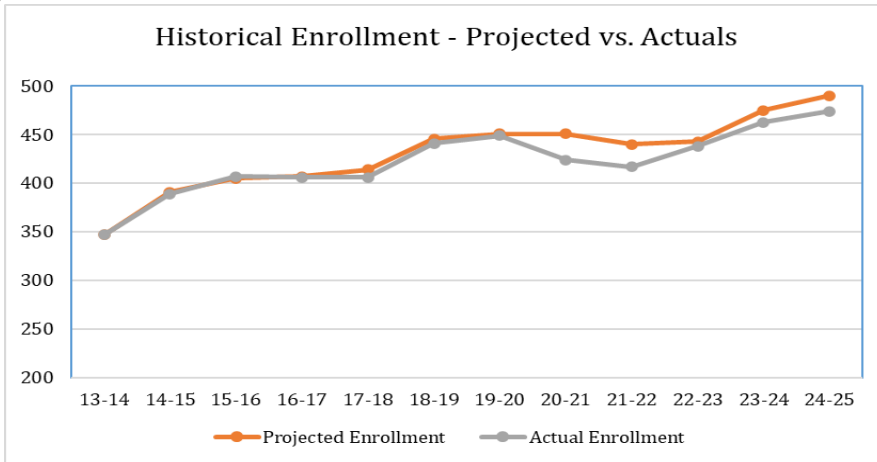
FYI – We are projecting a deficit this year of (\$268,747), however this is mainly due to carryover surplus from 23-24 for program spending this year 24-25. We have included in our Multi-Year Projection changes for next year that would bring us back to a health surplus. Cash flow does show that we will be able to sustain this deficit spending in the 2024-25 school year.

Commented [1]: Is this correct or does it need to be updated?

Commented [2R1]: Yes this is still correct.

I report Non-Compliance with B1.a & B1.b.

c) Enrollment



I report compliance with this policy B1

B1.1 - The School Director shall not allow liquidity, or the ability to meet cash needs in a timely and efficient fashion, to be insufficient.

Interpretation:

This policy refers to liquidity, which is our ability to access cash or other funds necessary to meet immediate obligations.

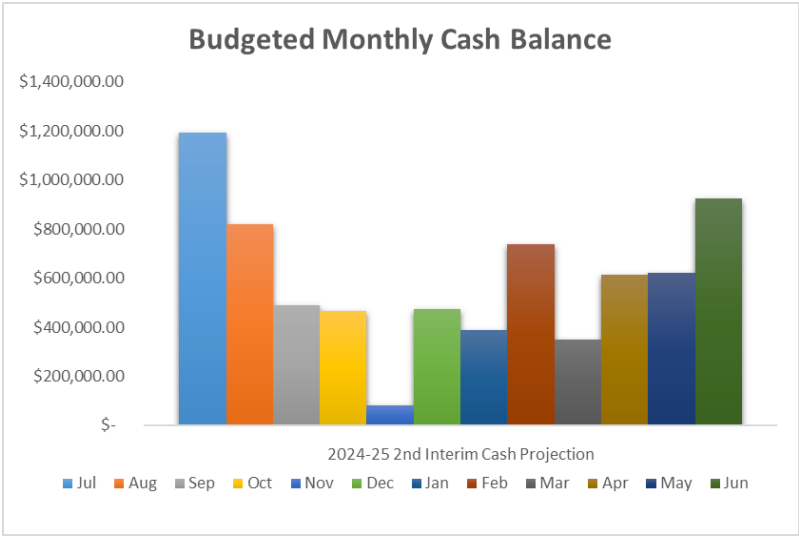
Operational Definition:

- a) The monthly actual cash balance will always be above \$10,000.00. The School Director will initial weekly cash flow summaries to verify monthly cash balance will stay above \$10,000.00.
- b) The monthly **projected** cash balances will remain above \$10,000.00 for Raven Springs & NCSA.

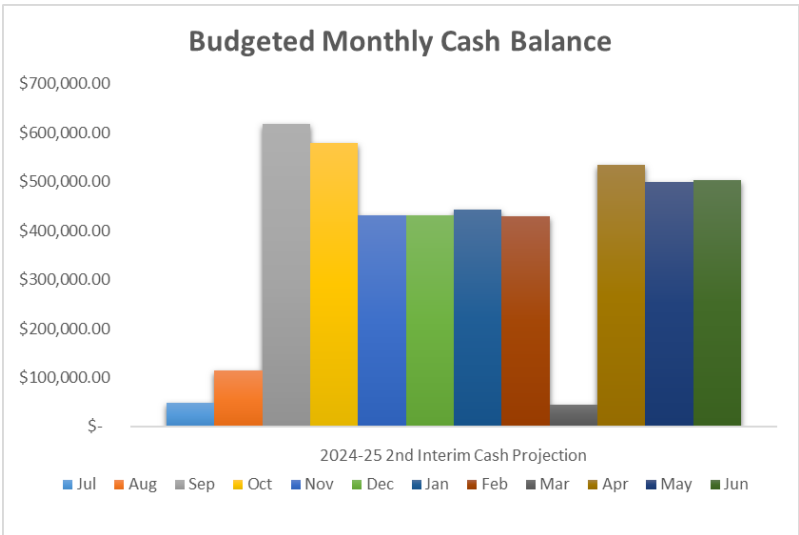
Data:

- a) An example of cash flow summaries which we use to monitor cash flow weekly is available upon request.
- b) See graph below for monthly actual and projected balances.

NCSA CASH BALANCES



RAVEN SPRINGS LLC CASH BALANCES



I report compliance with this policy B1.1

B1.2 - The School Director shall not fail to maintain an unrestricted reserve fund within the range of 3-7% of the general fund budget.

Interpretation:

The purpose of this policy is to set aside money in our undesignated fund balance to build a reserve fund for NCSA.

Operational Definition:

- a) Components of the ending fund balance include undesignated funds to be at least 3%, or at most 7%, of budgeted expenditures.

Data:

- a) See components of ending fund balance table below:

COMPONENTS OF ENDING FUND BALANCE		
Required reserve - 5% of expenditures	5.0%	\$461,012
Designated - Special Ed - 2% of expenditures	2.0%	\$184,405
Designated - JPA contingency reserve	0.1%	\$13,786
Designated - Supplemental PY Fund Balance Cæ	0.0%	\$0
Designated - ELOP Program Fund Balance	0.6%	\$56,796
Designated - ESSER III Fund Balance	0.0%	\$0
Designated - Title II Professional Development	0.0%	\$0
Designated - Restricted Lottery Fund Balance	0.7%	\$61,686
Designated - Educator Effectiveness Fund Balan	0.0%	\$0
Designated - Art & Music Grant Funding	0.0%	\$0
Designated - Learning Recovery Grant	0.2%	\$22,160
Designated - Child Nutrition Program	1.5%	\$138,857
Designated - Supply Chain Assistance Grant	0.2%	\$16,414
Designated - KIT Training Grant	0.0%	\$2,332
Designated - KIT Infrastructure Grant	0.8%	\$75,685
Designated - Classified Professional Developmer	0.0%	\$0
Designated - Jog-a-Thon reserved funding		\$0
Designated - Facilities Reserve - 5% of expenditu	0%	\$0
Investment in Raven Springs LLC		\$3,442,286
Undesignated/General Fund Balance	2.37%	\$218,099
Ending Fund Balance		\$4,693,518

FYI –For this 2nd interim projection we are projecting an undesignated fund balance of 2.37%. We will keep an eye on this as we go through the rest of the year. After

I report compliance with policy B1.2

B1.3 - The School Director shall not allow solvency (the relationship of debt to equity) to be insufficient.

Interpretation:

I interpret this policy to mean that the School Director is responsible for preventing unplanned negative deviations from revenue/expenses in the annual budget, as submitted to and accepted by the Board of Directors. We consider the "debt to equity" ratio when determining the school's solvency. The primary data is the consolidated balance sheet including both NCSA & Raven Springs LLC.

Operational Definition

- a) Debt to Equity ratio can be no higher than a 2.0.

Data:

- a) Debt to Projected Equity Ratio = Total Long-Term Liabilities / Total Projected Equity at Year End

$$(\text{Debt} + \text{Liabilities}) \$2,447,224 / \$2,610,089 (\text{Equity}) = 0.938$$

Tri-Counties has placed no covenants on their loan for debt to equity because the value of the property and the buildings are more than what we owe.

I report compliance with policy B1.3

B1.4 - The School Director shall not allow a default on any loan terms that are part of the school's financial obligations.

Interpretation:

I interpret this policy to mean that the School Director is responsible for ensuring that NCSA and Raven Springs, LLC will not be out of compliance with any loan covenants.

Operational Definition:

- a) Raven Springs, LLC must pay its mortgage and loan payments every month as listed in the loan covenants. Current covenants with this loan state that we shall maintain a 1.2:1.0 ratio of debt service and will only be reported annually using prior year actuals.

Data:

- a) Debt Service is defined as "Net operating income divided by the required annual debt payment on the indebtedness. Net operating income is defined as the net income remaining after subtracting all expenses, except for depreciation and amortization expense and interest expense from the property's gross annual expenses."

Surplus (Deficit)
 +Depreciation
 +Interest
 = Net Income (Loss) / Debt Payment

2023/24 Actual Debt Service Ratio		2024/25 Projected Debt Service Ratio	
Net Surplus/(Deficit)	\$ (196,475.57)	Net Surplus/(Deficit)	\$ (352,926.00)
Annual Depreciation	\$ 392,806.00	Annual Depreciation	\$ 392,010.00
Interest Expense	\$ 98,915.11	Interest Expense	\$ 128,280.00
Final Net Income/(Loss)	\$ 295,245.54	Final Net Income/(Loss)	\$ 167,364.00
Annual Debt Payment	\$ 172,383.00	Annual Debt Payment	\$ 205,432.62
Total Debt Service	\$ 172,383.00	Total Debt Service	\$ 205,432.62
Debt Service Ratio	1.713	Debt Service Ratio	0.815

Commented [3]: Is depreciation the same every year?

Commented [4R3]: Not necessarily. It should be the same this year because I will no be adding anymore capital assets to include in depreciation. After the modernization though, the depreciation will grow again. At some point it will go away because we will have expensed all the capital assets.

I report compliance with policy B1.4.

FYI – We are in compliance with this policy for the final 2023-24 actuals, but we are projecting to be out of compliance for the 2024-25 school year with an .815 debt service ratio. We do build in a certain amount of cushion in the budget, so we hope to have this policy back in compliance by the end of the school year. When closing out the year we will consider not transferring Raven Springs surplus to NCSA in order to bring this policy back into compliance.

B1.5 - The School Director shall not allow late payments of contracts, payroll, loans or other financial obligations.

Interpretation:

I interpret this policy to mean that the School Director shall ensure, through direct or indirect action, timely payment of all of the school's financial obligations. I interpret "payroll" as payments to and for employees, income tax, withholding tax, and all payments related to employee benefits. I understand "loans or other financial obligations" to mean all obligations other than payroll and payroll taxes, including vendor payments and loan payments. I interpret "timely" to mean within the payment terms identified by the entity owed, or as required by statute, if applicable. I also understand "timely" to include the understanding that invoices may be misplaced or lost in transit from time to time. In such instances, we will remit payment immediately upon notice from the vendor and upon verification of the amount owed.

Operational Definition:

- a) We will always pay payroll on time
- b) We will not receive any past due notices from vendors
- c) All financial obligations, including loans, will be kept current.

Data:

- a) All paychecks are printed and distributed on time, per State labor laws. All direct deposits have been timely.
- b) Any past-due notices received from vendors during the quarter were reviewed on a timely basis and resolved through immediate payment, or by demonstrating to the vendor that the payment was on time. We have not had any late payments to vendors this school year.
- c) All financial obligations, including payments on outstanding loans.

I report compliance with Policy B1.5.

B1.6 - The School Director shall not incur debt other than trade payables or other reasonable and customary liabilities incurred in the ordinary course of doing business.

Interpretation:

I interpret this policy to mean that the School Director may not incur new debts other than the normal operational debt such as accounts payable, accrued payroll expenses, or common lines of credit.

Operational Definition:

- a) All debts will appear on our balance sheet, and compliance achieved if no new debts are recorded since the previous report. For any new debts recorded, we will obtain appropriate Board approval in advance.

Data:

- a) Summary of Outstanding Debt for NCSA & Raven Springs, LLC:

Vendor	Board Approval Date	Original Loan Balance	Outstanding Loan Balance	Notes
RAVEN SPRINGS LLC				
Tri Counties Land Loan	2021	\$ 1,643,424.34	\$ 1,970,985.38	\$14.4k due per month, including principal & interest. Loan to mature in October 2031
Tri Counties Construction Loan	2021	\$ 536,939.90		Used up for Solar project and moved to above loan payments
Tri Counties Construction Loan	2024	\$ 470,000.00	\$ 465,870.19	\$3672 due per month, including principal & interest. Loan to mature in August 2034
NEVADA CITY SCHOOL OF THE ARTS				
Tri Counties Business Line of Credit	2021	\$ 400,000.00	\$ 195,117.82	We will only utilize this line of credit for necessary Payroll coverage or vendor payments

We refinanced our Mortgage loan, Construction loan and received an additional construction loan through Raven Springs LLC and consolidated it into one loan. The additional construction loan was utilized for the solar project and some extra construction projects completed during 2021-22 school year and this last summer. All money has been used for construction and solar and we are now working to pay down the debt of the one loan. We recently received new construction loan financing for the HVAC renovation and to start the building 3 modernization project.

I report compliance with Policy B1.6

B1.7 - The School Director shall not allow tax payments or other government-ordered payments or filings to be overdue or inaccurately filed.

Interpretation:

I interpret this policy to mean that the School Director is responsible for ensuring that all “government ordered” payments are made accurately and on time.

Operational Definition:

Our “government ordered” payments consist primarily of:

- a) Use tax
- b) Payroll tax
- c) STRS Deductions
- d) Property tax.
- e) We also pay several licensing fees, permits and subscriptions on an annual basis in the ordinary course of business.

Data:

- a) **Use Tax** - Estimated accrued use tax is paid annually and reconciled quarterly for accuracy. These payments are initiated online by our accountant and automatically transferred from our operating bank account to the California State Board of Equalization (BOE).
- b) **Payroll Tax** - Examples of our quarterly tax payments are available upon request.
- c) **State Teacher Retirement System (STRS)** deductions are calculated through payroll, but processed in the business office on the 5th of every month and submitted the County Office of Ed. **State & Federal** - We are exempt from paying income tax.
- d) **Property Tax** - We have property tax payments due twice a year in November and February. Half of our property tax payment was paid this October.
- e) **Licensing Fees** - Examples include CSDC, SSC, CDS Consulting, iReady, State water board, County Water Board, Elevator Technologies, etc.

Quarterly Tax Description	Amount Paid	Date Paid
CA State Unemployment	\$582.59	January 21, 2025
CA State Disability	\$12,816.92	January 21, 2025
STRS Deductions	\$61,202.83	Monthly - January 2025
Property Taxes - Raven Springs	\$12,714.38	January 16, 2025

I report compliance with policy B1.7

B1.8 - The School Director shall not use restricted funds for any purpose other than that required by the restriction.

Interpretation:

Restricted funds refer to monies designated for particular use, including ongoing reserve funds approved by the Board, restricted state and federal funds, or an outside entity such as a bank with whom we hold a loan.

Operational Definition:

- a) Restricted funds are designated on our annual budget projection and interim reports. These restricted funds are reported at the end of every school year with either a zero balance or a final net position of restricted funds to carryover for spending in the next school year.

Data:

- a) The School's budget summary will include the following restricted funds:

NCSA STATE & FEDERAL RESTRICTED FUNDS			
Resource Name	Resource #	Budgeted Amount	Description
Supplemental - LCAP Funding	0010	\$ 443,559.00	Directed for targeted students
Lottery - Unrestricted	1100	\$ 86,927.92	Expenses supporting students' education
Education Protection Act	1400	\$ 895,407.00	Certificated Teacher wages & benefits
Expanded Learning Opportunity	2600	\$ 246,832.00	Expanded learning after school
Title I Part A - Federal	3010	\$ 77,182.00	Academic student support
IDEA/ARP Supplemental Awrdr	3310	\$ 69,001.00	Special education services through the JPA
Federal Mental Health Reimb	3327	\$ 4,976.00	Mental health funding - Psych/counseling
Title II Part A - Federal	4035	\$ 11,160.00	Professional development for teachers
Title IV Part A - Federal	4127	\$ 10,000.00	Student support funds for Title programs
REAP/SRSA Title - Federal	4610	\$ 40,324.00	Student support funds for Title programs
NSLP Child Nutrition Fed/State	5310	\$ 638,171.11	Child Nutrition program expenses
Supply Chain Assistance Funds	5466	\$ -	Fresh food or non processed food
Local Food For Schools	5467	\$ -	Fresh local food purchases
SB740 Facilities Grant	6030	\$ 511,958.71	Lease payments
Lottery - Restricted	6300	\$ 37,319.84	Instructional Materials (Curriculum)
Antibias Grant	6318	\$ 100,000.00	Expenses supporting antibias education
Special Education - State	6500	\$ 322,792.00	Special education services through the JPA
State Mental Health Funding	6546	\$ 37,604.00	Mental health funding - Psych/counseling
Prop 28 Art & Music Grant	6770	\$ 65,134.00	Art & music salaries or curriculum
Kitchen Infrastructure Grant	7032	\$ -	Kitchen equipment
School Food Best Practices	7033	\$ -	Kitchen equipment & fresh food purchases
Learning Recovery Grant	7435	\$ -	Learning Recovery for students

We have separated these amounts from our cash balances by using classes/departments in QuickBooks to reflect resources from the Federal & State funding as restricted funds. We carry-over any balances at year-end and make sure that we are compliant with reporting expenditures and spending what we are required

I report compliance with Policy B1.8.

B1.9 - The School Director shall not allow financial record keeping systems to be inadequate or out of conformity with GAAP, or other applicable guidelines.

Interpretation:

NCSA and Raven Springs' financial records will comply with Generally Accepted Accounting Principles (GAAP) and internal control (cash handling, fund handling, and financial management) standards. This adherence will be verified by an annual external audit or review of NCSA and Raven Springs financial policies, processes and procedures for compliance and appropriateness by an independent accounting firm, as mandated and approved by the Board of Directors.

Operational Definition:

- a) Compliance is met if the management letter issued following the annual audit indicates no discrepancies with GAAP or any significant findings that require corrective action.

Data

- a) Financial management, cash handling, and accounting policies and procedures are described in detail in NCSA's and Raven Springs' Accounting Policies & Procedures Manual, which is updated annually by the business office and reviewed by the attorneys, auditors and School Director.

Christy White & Associates, an independent accounting firm has completed a full audit of the NCSA & Raven Springs 2023-24 financial statements and accounting procedures. There are no findings or corrective actions. This audit was presented to the board January 29, 2025 and was reviewed and accepted. There were no discrepancies from GAAP.

I report compliance with Policy B1.9

B1.10 - The School Director shall not fail to regularly and timely a) disclose & educate the board on the current budget, including providing regular and timely budget to actual reports. b) provide the board with actual financials as compared to previously budgeted amounts for any concluded fiscal year.

Interpretation:

I will provide the board with monthly Budget vs. Actual reports to show what we have spent, compared to what we budgeted. Any deviations from actual to budget will be addressed in the next budget revision cycle or approved separately, if needed. Every year the board will be provided with a year-end report showing actual revenues and expenses.

Operational Definition:

- a) Compliance is met by providing the board with monthly budget vs. actual reports.
- b) Compliance is met by providing the board with unaudited actuals by the deadline set by the State of September 15th of the previous school year.

Data

- a) [Budget vs. Actual reports](#) are provided routinely at finance committee meetings and shared as a report to the board from the Finance Committee. The reports include noteworthy disclosures related to the status of the current year's budget.
- b) An [unaudited comparison](#) of prior year budgeted to actual amounts were provided in September.

I report compliance with Policy B1.10.

Holly Pettitt, School Director

Commented [5]: Why is this highlighted?

Commented [6R5]: My Links are broken. I need Toni's help on Monday.

RAVEN SPRINGS, LLC
2024-25 2nd Interim Budget
Multi-Year Projection

RAVEN SPRINGS, LLC
Multi Year Budget Projections- Three Years Ended June 30, 2027

	Prior Budget	Current Year 1	Year 2	Year 3	Year 4
	2024-25	2024-25	2025-26	2026-27	2027-28
Revenue					
Leases & Rental Revenue	951,863	954,275	3% 982,903	3% 1,012,390	3% 1,042,762
Interest & Other Local Revenue (prop tax & misc)	-	-	\$ -	\$ -	\$ -
Local - Other (Construction Loan)	-	-	\$ -	\$ -	\$ -
Total Revenue	951,863	954,275	982,903	1,012,390	1,042,762
Program Costs					
Supplies	15,100	17,400	2.0% 17,748	2.0% 18,103	2.0% 18,465
Services	587,549	644,082	2.0% 616,964	2.0% 629,303	2.0% 641,889
Property Taxes	25,429	25,429	0.0% 25,429	0.0% 25,429	0.0% 25,429
Debt Service (Interest)	129,000	128,280	121,280	114,280	107,280
Total Program Costs	757,078	815,191	781,420	787,115	793,063
Total Expenses	757,078	815,191	\$ 781,420	787,115	\$ 793,063
Xfer Surplus to NCSA	\$150,000	\$100,000	\$ 150,000	\$ 150,000	\$ 150,000
Annual Operating Surplus (Deficit)	44,785	39,084	51,482	75,275	99,699
Depreciation for Land & Building Values Other Sources	\$ 392,010	\$392,010	\$ 376,184	\$ 366,393	\$ 339,523
FINAL Net Income/(Loss)	\$ (347,225)	(\$352,926)	(\$324,702)	(\$291,118)	(\$239,824)
Beginning Fund Balance	\$ 2,566,625	\$ 2,566,625	\$ 2,213,698	\$ 1,888,997	\$ 1,597,879
In-kind Contribution from NCSA	\$ -	\$ -	\$ -	\$ -	\$ -
Adjustments (PY Fund Balance Corrections)					
Annual operating surplus (deficit) from above	(347,225)	(352,926)	(324,702)	(291,118)	(239,824)
Debt Service Ratio	0.83	0.81	0.80	0.88	0.96
Ending Fund Balance	\$ 2,219,400	2,213,698	\$ 1,888,997	\$ 1,597,879	\$ 1,358,055

RAVEN SPRINGS, LLC
2024-25 2nd Interim Budget
Multi-Year Projection

	2022-23 Audited Actuals	2023-24 Unaudited Actuals	2024-25 Adopted Budget	2024-25 1st interim Budget	2024-25 2nd interim Budget	Change From Prior Budget
REVENUES						
All Other Local Revenue 8600-8899	859,319	950,612	993,258	951,863	954,275	2,411
Other Revenues/Income 8900-8999	158	0	0	0	0	0
TOTAL REVENUES	\$ 859,478	\$ 950,612	\$ 993,258	\$ 951,863	\$ 954,275	\$ 2,411
EXPENDITURES						
Classified salaries and wages	0	0	0	0	0	0
Health benefits and statutory employer costs	0	0	0	0	0	0
Supplies	27,277	28,284	15,100	15,100	17,400	2,300
Services	442,379	601,360	573,617	587,549	644,082	56,533
Property Taxes/Debt Service	148,594	109,729	221,213	154,429	153,709	(720)
TOTAL OPERATING EXPENDITURES	\$ 618,250	\$ 739,372	\$ 809,929	\$ 757,078	\$ 815,191	\$ 58,113
Xfter Surplus to NCSA	0	0	100,000	150,000	100,000	(50,000)
OPERATING REVENUES LESS EXPENDITURES	\$ 241,228	\$ 211,240	\$ 83,328	\$ 44,785	\$ 39,084	\$ (5,701)
DEPRECIATION EXPENSE	\$370,222	\$392,806	\$385,148	\$385,148	\$385,148	0
OTHER SOURCES - In Kind Contribution Revenue	\$0	\$0	\$0	\$0	\$0	0
NET CHANGE IN FUND BALANCE	\$ (128,994)	\$ (181,566)	\$ (301,820)	\$ (340,363)	\$ (346,064)	\$ (5,701)
COMPONENTS OF ENDING FUND BALANCE						
Required reserve - 5% of expenditures	31,864	36,969	40,496	37,854	40,760	2,906
Designated - Construction Projects 7% of Expenditures	0	51,756	56,695	52,995	57,063	4,068
Undesignated Fund Balance	2,558,343	2,477,900	2,167,613	2,135,412	2,122,737	(12,675)
Ending Fund Balance	\$2,590,207	\$2,410,170	\$2,465,578	\$2,226,262	\$2,220,560	(\$5,701)
FUND BALANCE, BEGINNING OF YEAR						
In-Kind Contribution from NCSA (Assets)	\$0	\$0	\$0	\$0	\$0	\$0
Audit Adjustments	\$0	\$0	\$0	\$0	\$0	\$0
Net change (from above)	\$ (128,994)	\$ (181,566)	\$ (301,820)	\$ (340,363)	\$ (346,064)	\$ (5,701)
FUND BALANCE, END OF YEAR	\$2,748,190	\$2,566,624	\$2,264,805	\$2,226,262	\$2,220,560	(\$5,701)

RAVEN SPRINGS LLC
CASH FLOW REPORT 2024-25

Date that actuals are posted thru.... 02/23/25

PRIOR YEAR ESTIMATED ACTUALS Descriptions	2024-25	Current or Actuals 2024-25	Original Budget 2024-25													Total Jul-Jun
				July	August	September	October	November	December	January	February	March	April	May	June	
Beginning Cash Balance		295,296	295,296	295,296	49,275	114,649	617,994	578,222	430,598	430,951	442,834	430,325	453,890	534,973	498,593	295,296
RECEIPTS																
Other Local Rev. 8600-8899	8600-8899	954,275	951,863	11,219	135,218	84,007	81,907	72,954	79,444	79,743	88,013	80,253	80,333	80,333	79,455	952,877
Sources 8931-8979	8931-8979	0	0	49	640	147	936	634	464	468	468	468	468	468	468	5,677
Contributions 8980-8999	8980-8999	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL REVENUE		954,275	951,863	11,268	135,858	84,154	82,843	73,588	79,909	80,210	88,480	80,720	80,800	80,800	79,922	958,554
DISBURSEMENTS																
Supplies 4000-4999	4000-4999	17,400	15,100	485	136	343	1,937	1,875	0	0	135	1,768	345	148	2,724	9,896
Services 5000-5999	5000-5999	669,511	612,978	55,471	46,463	57,851	68,506	52,069	58,122	54,889	41,523	41,235	43,328	40,287	57,354	617,099
Total Books, Supp 4000-5999	4000-5999	686,911	628,078	55,957	46,600	58,194	70,442	53,944	58,122	54,889	41,658	43,003	43,673	40,435	60,078	626,996
Depreciation Exp 6000-6999	6000-6999	385,148	385,148	0	0	0	0	0	0	0	0	0	0	0	385,148	385,148
Debt Service (Loan Interest) 7400-7499	7400-7499	128,280	129,000	7,949	8,188	8,162	10,068	10,935	10,552	10,552	10,552	10,552	10,552	10,552	10,552	119,167
Total 7000-7499	8290	513,428	514,148	7,949	8,188	8,162	10,068	10,935	10,552	10,552	10,552	10,552	10,552	10,552	395,700	504,315
Unapplied Cash Bill Payment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interfund Transfers Out 7600-7629	7600-7629	100,000	150,000	0	0	0	0	0	0	0	0	0	0	0	100,000	100,000
TOTAL EXPENDITURES		1,300,339	1,292,226	63,905	54,787	66,357	80,510	64,879	68,675	65,441	52,211	53,555	54,225	50,987	455,779	1,231,311
NET OPERATING REVENUE		(346,064)	(340,363)	(52,637)	81,071	17,797	2,333	8,709	11,234	14,769	36,270	27,165	26,575	29,813	(375,856)	(272,757)
In-Kind Contribution Revenue 8805	8805	0	0												0	0
In house Contribution Revenue 8980	8980	0	0												0	0
		(346,064)	(340,363)	(52,637)	81,071	17,797	2,333	8,709	11,234	14,769	36,270	27,165	26,575	29,813	(375,856)	(272,757)
Adjust to reconcile Net Revenue to Net Cash Provided by operations:																0
Accounts Receivable 9200	9200	0	0	(2,832)	(4,585)	(1,117)	10,361	(9,505)	6,795	(4,194)	(7,642)	0	58,108	(52,014)	54,338	47,713
Prepays Expenses 9330	9330	10,579	10,579	0	0	0	0	0	0	0	0	0	0	(10,579)	0	(10,579)
Capital Assets - Accum Dep Land 9425	9425	(79,190)	(79,190)	0	0	0	0	0	0	0	0	0	0	0	39,595	39,595
Capital Assets - Accum Dep Bldg 9435	9435	(489,581)	(489,581)	0	0	0	0	0	0	0	0	0	0	0	285,928	285,928
Capital Assets - Accum Dep Equip 9445	9445	(6,122)	(6,122)	0	0	0	0	0	0	0	0	0	0	0	5,061	5,061
Accounts Payable 9500	9500	0	0	21,619	(3,198)	22,241	(44,495)	14,346	(9,990)	49,268	(33,738)	3,800	3,800	3,800	3,800	31,253
Accrued AP 9501	9501	0	0	0	195,118	0	0	2,280							0	197,398
Deferred Revenue 9650	9650	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Adjustments to reconcile		(564,314)	(564,314)	18,787	187,335	21,124	(34,135)	7,121	(3,196)	45,075	(41,379)	3,800	61,908	(58,793)	388,722	596,369
NET CASH AFTER OPERATING ACTIVITIES		(910,378)	(904,677)	(33,850)	268,405	38,922	(31,802)	15,829	8,039	59,844	(5,110)	30,965	88,483	(28,980)	12,866	323,611
Investing Activities																
Capital Assets: Land 9410	9410	1,335,647	1,335,647	0	0	0	0	0	0	0	0	0	0	0	0	0
Capital Assets: Buildings 9430	9430	3,396,558	3,396,558	0	0	0	0	0	0	0	0	0	0	0	0	0
Capital Assets: Equipment 9440	9440	18,356	18,356	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction in Progress 9450	9450	402,083	402,083	(193,379)	(196,854)	(13,439)	0	(156,351)	0	(40,560)	0	0	0	0	0	(600,583)
NET CASH PROVIDED BY INVESTING ACTIVITIES		5,152,644	5,152,644	(193,379)	(196,854)	(13,439)	0	(156,351)	0	(40,560)	0	0	0	0	0	(600,583)
Financing Activities																
Lease Deposits 9670	9670	(15,060)	(15,060)	125	0	1,500	0	0	(200)	0	0	0	0	0	0	1,425
TCBK Loan - Land 9671	9671	(141,348)	(141,348)	0	0	0	0	0	0	0	0	0	0	0	0	0
TCBK Loan - Construction 9672	9672	0	0	(12,500)	0	482,565	(1,479)	(848)	(945)	(859)	(859)	(859)	(859)	(859)	(859)	461,640
TCBK Loan Refinance 9673	9673	(2,151,907)	(2,151,907)	(6,416)	(6,178)	(6,203)	(6,491)	(6,255)	(6,541)	(6,541)	(6,541)	(6,541)	(6,541)	(6,541)	(6,541)	(77,330)
TCBK Solar Loan 9673	9673	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Kubota Parts Loan 9676	9676	(5,193)	(5,193)	0	0	0	0	0	0	0	0	0	0	0	0	0
Opening Balance Equity		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NET CASH PROVIDED BY FINANCING ACTIVITIES		(2,313,507)	(2,313,507)	(18,791)	(6,178)	477,862	(7,969)	(7,103)	(7,686)	(7,400)	(7,400)	(7,400)	(7,400)	(7,400)	(7,400)	385,735
NET CASH INC/DEC		1,928,758	1,934,460	(246,021)	65,374	503,344	(39,772)	(147,624)	353	11,884	(12,510)	23,565	81,083	(36,380)	5,466	108,764
ENDING CASH BALANCE		2,224,054	2,229,756	49,275	114,649	617,994	578,222	430,598	430,951	442,834	430,325	453,890	534,973	498,593	504,059	404,059

RAVEN SPRINGS LLC
REVENUE DETAIL 2024-25 (Flows to Revenue Section of Cash Flow Report)

2/23/2025

CURRENT YEAR REVENUE	2024-25	Budget Revised 2024-25	Est/Orig Budget 2024-25	2024-25												Total Jul-Jun	2024-25 Accruals	Cash & Accrual Total	Budget Variance s/b \$0
				July	August	September	October	November	December	January	February	March	April	May	June				
REVENUE																			
Building 1 - Five Flavors & Herbs	8650-01	25,872	25,872	(150)	4,462	2,156	2,156	2,156	2,156	2,156	2,156	2,156	2,156	2,156	2,156	25,872	0	25,872	-
Building 9 - Andrew Todd & Coco	8650-04	450	2,300	350	350	350	0	0	0	0	0	0	80	80	80	1,290	(840)	450	-
Building 9 - Geo Ship	8650-05	34,650	34,650	2,475	0	0	3,850	0	3,850	3,850	3,850	3,850	3,850	3,850	3,850	33,275	1,375	34,650	-
Building 9 - DS Welding	8650-06	45,831	45,831	3,819	3,819	3,819	3,819	3,819	3,819	3,819	3,819	3,819	3,819	3,819	3,819	45,831	0	45,831	-
Cell Tower Lease	8650-11	45,168	45,168	1,342	1,342	13,297	3,802	1,383	3,802	3,802	3,802	3,802	3,802	3,802	3,802	47,777	(2,609)	45,168	-
Building 12 - Caretaker Residence	8650-12	9,600	9,600	0	1,600	800	800	800	800	800	800	800	800	800	800	9,600	0	9,600	-
Building 10 - Storage	8650-9B	1,500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,500	1,500	-
Building 9 - Curious Forge	8650-9C	34,250	34,250	2,642	2,642	2,642	2,925	2,925	2,925	2,925	2,925	2,925	2,925	2,925	2,925	34,250	0	34,250	-
Building 9 - Cosmic Shark	8650-9S	4,320	4,320	371	371	371	371	371	371	371	371	371	371	371	371	4,450	(130)	4,320	-
Building 9 - Storage	8650-9T	4,860	4,860	80	595	405	405	405	647	705	705	405	405	405	405	5,567	(707)	4,860	-
Building 9 - Suite 225	8650-9W	2,274	2,274	190	190	189.5	189.5	120.08	0	0	0	0	0	0	(878)	0	2,274	2,274	-
Building 9 - Art Space	8650-9B	9,000	9,000	0	0	0	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	9,000	0	9,000	-
Building 9 - Suite 214	8650-9Y	1,900	1,200	100	100	100	100	200	200	200	200	200	200	200	200	1,900	0	1,900	-
Building 9 - JPA Offices	8650-JPA	12,600	12,600	0	0	0	0	0	0	8,400	1,050	1,050	1,050	1,050	12,600	0	12,600	-	
Building 9 - Suite 215	8650-9Z	2,500	2,500	0	0	0	0	0	0	0	0	0	0	0	0	2,500	0	2,500	-
Building 9 - Gym	8650-GM	1,000	1,000	0	0	0	2,615	0	0	240	110	0	0	0	2,965	0	(1,965)	1,000	-
NCSOTA Lease	8650-NC	718,500	718,500	0	119,747	59,878	59,875	59,875	59,875	59,875	59,875	59,875	59,875	59,875	718,500	0	718,500	-	
Other Local Rev.	8600-8899	954,275	951,863	11,219	135,218	84,007	81,907	72,954	79,444	79,743	88,013	80,253	80,333	80,333	79,455	952,877	1,398	954,275	-
Interest	9672	0	0	49	27	147	936	634	464	468	468	468	468	468	468	5,064	(5,064)	0	-
Unapplied Revenue	8953	0	0	0	613	0	0	0	0	0	0	0	0	0	0	613	(613)	0	-
Sources	8931-8979	0	0	49	640	147	936	634	464	468	468	468	468	468	468	5,677	(5,677)	0	-
Contributions-Unrest.	8980	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
Contributions-Rest.	8990	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
Contributions	8980-8999	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
TOTAL RECEIPTS		954,275	951,863	11,268	135,858	84,154	82,843	73,588	79,909	80,210	88,480	80,720	80,800	80,800	79,922	958,554	(4,279)	954,275	-

RAVEN SPRINGS LLC
CASH FLOW REPORT 2025-26

Date that actuals are posted thru... 02/23/25

PRIOR YEAR ESTIMATED ACTUALS Descriptions	2025-26	Current or Actuals 2025-26	Original Budget 2025-26													Total Jul-Jun
				July	August	September	October	November	December	January	February	March	April	May	June	
Beginning Cash Balance		404,059	404,059	404,059	362,934	429,185	461,044	421,893	428,339	428,892	481,336	468,826	492,392	573,475	537,095	404,059
RECEIPTS																
Other Local Rev. 8600-8899		982,903	982,903	11,219	135,218	84,007	81,907	72,954	79,444	79,743	88,013	80,253	80,333	80,333	79,455	952,877
Sources 8931-8979		0	0	49	640	147	936	634	464	468	468	468	468	468	468	5,677
Contributions 8980-8999		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL REVENUE		982,903	982,903	11,268	135,858	84,154	82,843	73,588	79,909	80,210	88,480	80,720	80,800	80,800	79,922	958,554
DISBURSEMENTS																
Supplies 4000-4999		17,748	17,748	485	136	343	1,937	1,875	0	0	135	1,768	345	148	2,724	9,896
Services 5000-5999		642,393	642,393	55,471	46,463	57,851	68,506	52,069	58,122	54,889	41,523	41,235	43,328	40,287	57,354	617,099
Total Books, Supp 4000-5999		660,141	660,141	55,957	46,600	58,194	70,442	53,944	58,122	54,889	41,658	43,003	43,673	40,435	60,078	626,996
Depreciation Exp 6000-6999		376,184	376,184	0	0	0	0	0	0	0	0	0	0	0	385,148	385,148
Debt Service (Loan Interest) 7400-7499		121,280	121,280	7,949	8,188	8,162	10,068	10,935	10,552	10,552	10,552	10,552	10,552	10,552	10,552	119,167
Total 7000-7499	8290	497,464	497,464	7,949	8,188	8,162	10,068	10,935	10,552	10,552	10,552	10,552	10,552	10,552	395,700	504,315
Unapplied Cash Bill Payment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interfund Transfers Out 7600-7629		150,000	150,000	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES		1,307,605	1,307,605	63,905	54,787	66,357	80,510	64,879	68,675	65,441	52,211	53,555	54,225	50,987	455,779	1,131,311
NET OPERATING REVENUE		(324,702)	(324,702)	(52,637)	81,071	17,797	2,333	8,709	11,234	14,769	36,270	27,165	26,575	29,813	(375,856)	(172,757)
In-Kind Contribution Revenue 8805		0	0												0	0
In house Contribution Revenue 8980		0	0												0	0
		(324,702)	(324,702)	(52,637)	81,071	17,797	2,333	8,709	11,234	14,769	36,270	27,165	26,575	29,813	(375,856)	(172,757)
Adjust to reconcile Net Revenue to Net Cash Provided by operations:																0
Accounts Receivable 9200		0	0	(2,832)	(4,585)	(1,117)	10,361	(9,505)	6,795	(4,194)	(7,642)	0	58,108	(52,014)	54,338	47,713
Prepays Expenses 9330		0	0	0	0	0	0	0	0	0	0	0	0	(10,579)	0	(10,579)
Capital Assets - Accum Dep Land 9425		0	0	0	0	0	0	0	0	0	0	0	0	0	39,595	39,595
Capital Assets - Accum Dep Bldg 9435		0	0	0	0	0	0	0	0	0	0	0	0	0	285,928	285,928
Capital Assets - Accum Dep Equip 9445		0	0	0	0	0	0	0	0	0	0	0	0	0	5,061	5,061
Accounts Payable 9500		0	0	21,619	(3,198)	22,241	(44,495)	14,346	(9,990)	49,268	(33,738)	3,800	3,800	3,800	3,800	31,253
Accrued AP 9501		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Revenue 9650		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Adjustments to reconcile		0	0	18,787	(7,783)	21,124	(34,135)	4,840	(3,196)	45,075	(41,379)	3,800	61,908	(58,793)	388,722	398,971
NET CASH AFTER OPERATING ACTIVITIES		(324,702)	(324,702)	(33,850)	73,288	38,922	(31,802)	13,549	8,039	59,844	(5,110)	30,965	88,483	(28,980)	12,866	226,213
Investing Activities																
Capital Assets: Land 9410		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Capital Assets: Buildings 9430		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Capital Assets: Equipment 9440		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction in Progress 9450		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NET CASH PROVIDED BY INVESTING ACTIVITIES		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Financing Activities																
Lease Deposits 9670		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TCBK Loan - Land 9671		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TCBK Loan - Construction 9672		0	0	(859)	(859)	(859)	(859)	(848)	(945)	(859)	(859)	(859)	(859)	(859)	(859)	(10,382)
TCBK Loan Refinance 9673		0	0	(6,416)	(6,178)	(6,203)	(6,491)	(6,255)	(6,541)	(6,541)	(6,541)	(6,541)	(6,541)	(6,541)	(6,541)	(77,330)
TCBK Solar Loan 9673		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Kubota Parts Loan 9676		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Opening Balance Equity		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NET CASH PROVIDED BY FINANCING ACTIVITIES		0	0	(7,275)	(7,037)	(7,062)	(7,350)	(7,103)	(7,486)	(7,400)	(7,400)	(7,400)	(7,400)	(7,400)	(7,400)	(87,712)
NET CASH INC/DEC		(324,702)	(324,702)	(41,126)	66,251	31,860	(39,152)	6,446	553	52,444	(12,510)	23,565	81,083	(36,380)	5,466	138,501
ENDING CASH BALANCE		79,358	79,358	362,934	429,185	461,044	421,893	428,339	428,892	481,336	468,826	492,392	573,475	537,095	542,561	542,561

RAVEN SPRINGS LLC
REVENUE DETAIL 2025-26 (Flows to Revenue Section of Cash Flow Report)

2/23/2025

CURRENT YEAR REVENUE	2025-26	Budget Revised 2025-26	Est/Orig Budget 2025-26													Total Jul-Jun	2025-26 Accruals	Cash & Accrual Total	Budget Variance s/b \$0
				July	August	September	October	November	December	January	February	March	April	May	June				
REVENUE																			
Building 1 - Five Flavors & Herbs	8650-01	26,648	26,648	(150)	4,462	2,156	2,156	2,156	2,156	2,156	2,156	2,156	2,156	2,156	2,156	25,872	776	26,648	-
Building 9 - Andrew Todd & Coco	8650-04	3,600	3,600	350	350	350			0	0	0	0	80	80	80	1,290	2,310	3,600	-
Building 5 - Geo Ship	8650-05	35,690	35,690	2,475	0	0	3,850	0	3,850	3,850	3,850	3,850	3,850	3,850	3,850	33,275	2,415	35,690	-
Building 6 - DS Welding	8650-06	47,206	47,206	3,819	3,819	3,819	3,819	3,819	3,819	3,819	3,819	3,819	3,819	3,819	3,819	45,831	1,375	47,206	-
Cell Tower Lease	8650-11	44,400	44,400	1,342	1,342	13,297	3,802	1,383	3,802	3,802	3,802	3,802	3,802	3,802	3,802	47,777	(3,377)	44,400	-
Building 12 - Caretaker Residence	8650-12	9,888	9,888	0	1,600	800	800	800	800	800	800	800	800	800	800	9,600	288	9,888	-
Building 10 - Storage	8650-9B	6,000	6,000	0	0	0	0	0	0	0	0	0	0	0	0	0	6,000	6,000	-
Building 9 - Curious Forge	8650-9C	35,277	35,277	2,642	2,642	2,642	2,925	2,925	2,925	2,925	2,925	2,925	2,925	2,925	34,250	1,027	35,277	-	
Building 9 - Cosmic Shark	8650-9S	4,450	4,450	371	371	371	371	371	371	371	371	371	371	371	371	4,450	0	4,450	-
Building 9 - Storage	8650-9T	5,006	5,006	80	595	405	405	405	647	705	705	405	405	405	405	5,567	(561)	5,006	-
Building 9 - Suite 225	8650-9W	2,342	2,342	190	190	189.5	189.5	120.08	0	0	0	0	0	0	(878)	0	2,342	2,342	-
Building 9 - Art Space	8650-9B	12,360	12,360	0	0	0	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	9,000	3,360	12,360	-	
Building 9 - Suite 214	8650-9Y	4,200	4,200	100	100	100	100	100	200	200	200	200	200	200	1,900	2,300	4,200	-	
Building 9 - JPA Offices	8650-JPA	12,978	12,978					0	0	0	8,400	1,050	1,050	1,050	12,600	378	12,978	-	
Building 9 - Suite 215	8650-9Z	2,575	2,575				0	0							0	2,575	2,575	-	
Building 9 - Gym	8650-GM	2,000	2,000				2,815		0	240	110				2,965	(965)	2,000	-	
NCSOTA Lease	8650-NC	725,685	725,685	0	119,747	59,878	59,875	59,875	59,875	59,875	59,875	59,875	59,875	59,875	716,500	7,185	725,685	-	
Unapplied Cash Revenue	xxxx	2,599	2,599	0	0	0	0	0	0	0	0	0	0	0	0	2,599	2,599	-	
Other Local Rev.	8600-8899	982,903	982,903	11,219	135,218	84,007	81,907	72,954	79,444	79,743	88,013	80,253	80,333	80,333	79,455	952,877	30,027	982,903	-
LLC Surplus Revenue	9672	0	0	49	27	147	936	634	464	468	468	468	468	468	5,064	(5,064)	0	-	
Proceeds from Sale of Land	8953	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Sources	8931-8979	0	0	49	27	147	936	634	464	468	468	468	468	468	5,064	(5,064)	0	-	
Contributions-Unrest.	8980	0	0												0	0	0	-	
Contributions-Rest.	8990	0	0												0	0	0	-	
Contributions	8980-8999	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
TOTAL RECEIPTS		982,903	982,903	11,268	135,245	84,154	82,843	73,588	79,909	80,210	88,480	80,720	80,800	80,800	79,922	957,941	24,962	982,903	-

NEVADA CITY SCHOOL OF THE ARTS
2024-25 2nd Interim Budget
Statement of Revenues, Expenditures and Changes in Fund Balance

	2023-24 Unaudited Actuals	2024-25 Adopted Budget	2024-25 1st Interim Budget	2024-25 2nd Interim Budget	Change From Prior Budget
<i>Enrollment</i>	472.0	489.0	479.0	476.8	(2.20)
<i>Attendance %</i>	94.0%	96.0%	96.0%	95.0%	-1.0%
<i>Average Daily Attendance (ADA)</i>	443.68	469.44	459.84	452.96	(6.88)
<i>Unduplicated Pupil Percentage (UPP)</i>					
REVENUES					
Total State Aid Revenue 8000-8099	\$ 5,081,387	\$5,592,159	\$5,434,653	\$ 5,347,608	\$ (87,045)
Total Federal Revenue 8100-8299	\$ 1,349,308	\$446,360	\$450,143	\$ 660,051	\$ 209,908
Total Other State Revenue 8300-8599	\$ 2,293,524	\$1,809,122	\$1,807,949	\$ 1,813,991	\$ 6,043
All Other Local Revenue 8600-8899	\$ 559,146	\$727,079	\$845,205	\$ 1,029,838	\$ 184,633
Other Revenues/Income 8900-8999	<u>\$200,000</u>	<u>\$100,000</u>	<u>\$150,000</u>	<u>\$100,000</u>	(\$50,000)
TOTAL REVENUES	<u>\$ 9,483,366</u>	<u>\$8,674,719</u>	<u>\$8,687,950</u>	<u>\$ 8,951,489</u>	<u>\$ 263,539</u>
EXPENDITURES					
Certificated salaries	\$2,274,786	\$2,211,044	\$2,234,665	\$2,233,054	(\$1,611)
Classified salaries and wages	\$2,113,663	\$2,169,658	\$2,346,771	\$2,388,792	\$42,021
Health benefits and statutory employer costs	\$1,234,285	\$1,244,146	\$1,275,481	\$1,248,711	(\$26,770)
Books and supplies	\$671,246	\$372,250	\$500,002	\$686,897	\$186,895
Services	\$2,611,117	\$2,614,963	\$2,557,162	\$2,612,243	\$55,081
County oversight fees	<u>\$50,814</u>	<u>\$55,922</u>	<u>\$54,347</u>	<u>\$50,538</u>	(\$3,809)
TOTAL OPERATING EXPENDITURES	<u>\$8,955,910</u>	<u>\$8,667,983</u>	<u>\$8,968,427</u>	<u>\$9,220,236</u>	<u>\$251,808</u>
<i>Average total expenditures per ADA</i>					
2018-19 Capital Outlay & Project Expenses	\$0	\$0	\$0	\$0	\$0
OPERATING REVENUES LESS EXPENDITURES	<u>\$ 527,456</u>	<u>\$ 6,736</u>	<u>\$ (280,477)</u>	<u>\$ (268,747)</u>	<u>\$11,731</u>
DEPRECIATION EXPENSE					
	\$14,926	\$14,926	\$14,926	\$14,926	\$0
Audit Adjustments	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
NET CHANGE IN FUND BALANCE	<u>\$512,530</u>	<u>(\$8,190)</u>	<u>(\$295,403)</u>	<u>(\$283,673)</u>	<u>\$11,731</u>
COMPONENTS OF ENDING FUND BALANCE					
Required reserve - 5% of expenditures	\$410,090	\$433,399	\$448,421	\$461,012	\$12,590
Designated - Special Ed - 2% of expenditures	\$164,036	\$173,360	\$179,369	\$184,405	\$5,036
Designated - JPA contingency reserve	\$13,786	\$13,786	\$13,786	\$13,786	\$0
Designated - Supplemental PY Fund Balance Carryover	\$0	\$21,864	\$0	\$0	\$0
Designated - ELOP Program Fund Balance	\$56,796	\$0	\$56,796	\$56,796	\$0
Designated - ESSER III Fund Balance	\$0	\$0	\$0	\$0	\$0
Designated - Title II Professional Development	\$0	\$11,691	\$0	\$0	\$0
Designated - Restricted Lottery Fund Balance	\$61,686	\$48,635	\$61,686	\$61,686	\$0
Designated - Educator Effectiveness Fund Balance	\$0	\$106,717	\$0	\$0	\$0
Designated - Art & Music Grant Funding	\$0	\$0	\$0	\$0	\$0
Designated - Learning Recovery Grant	\$22,160	\$0	\$22,160	\$22,160	\$0
Designated - Child Nutrition Program	\$138,857	\$0	\$138,857	\$138,857	\$0
Designated - Supply Chain Assistance Grant	\$16,414	\$0	\$16,414	\$16,414	\$0
Designated - KIT Training Grant	\$2,332	\$4,011	\$2,332	\$2,332	\$0
Designated - KIT Infrastructure Grant	\$75,685	\$0	\$75,685	\$75,685	\$0
Designated - Classified Professional Development Grant	\$0	\$0	\$0	\$0	\$0
Designated - Jog-a-Thon reserved funding	\$26,204	\$26,204	\$0	\$0	\$0
Investment in Raven Springs LLC	\$3,442,286	\$3,442,286	\$3,442,286	\$3,442,286	\$0
Undesignated/General Fund Balance	<u>\$611,592</u>	<u>\$250,719</u>	<u>\$223,995</u>	<u>\$218,099</u>	<u>(\$5,896)</u>
Ending Fund Balance	<u>\$5,489,720</u>	<u>\$4,969,001</u>	<u>\$4,681,787</u>	<u>\$4,693,518</u>	<u>\$11,731</u>
FUND BALANCE, BEGINNING OF YEAR					
	\$4,977,190	\$4,977,190	\$4,977,190	\$4,977,190	\$0
Investment in Raven Springs LLC	\$0	\$0	\$0	\$0	\$0
Audit Adjustment	\$0	\$0	\$0	\$0	\$0
Net change (from above)	\$512,530	(\$8,190)	(\$295,403)	(\$283,673)	\$11,731
FUND BALANCE, END OF YEAR	<u>\$5,489,720</u>	<u>\$4,969,001</u>	<u>\$4,681,787</u>	<u>\$4,693,518</u>	<u>\$11,731</u>

SUMMARY OF SIGNIFICANT CHANGES FROM PRIOR BUDGET:

REVENUES

LCFF - ADA % & Enrollment decrease	\$	(87,045)	
Increase to Facilities Funding - SB740 23/24 Other Cost Allocation	\$	47,710	
Special Education Funding - Reduced federal & Increase Medi-Cal Reimb \$100k	\$	63,692	
Increase to Child Nutrition state & federal funding	\$	119,671	
Increase to lottering funding	\$	7,479	
One-Time funds (Antibias grant, Learning Recovery)	\$	(22,601)	
Increase to SCALES grant, CDFA Grant, Health Kids Grant & Chef Ann Foundation	\$	184,633	
Reduce surplus transfer from Raven Springs	\$	(50,000)	\$ 263,539

EXPENSES

<i>Certificated Wages:</i>			
Certificated wages step/column increases & adjustments	\$	(5,111)	
Increase to teacher stipends	\$	3,500	\$ (1,611)
<i>Classified Wages:</i>			
Instructional Assistant/Paraprofessionals/Student support changes & adjustments	\$	44,961	
Adjustments to AMM & Electives Programs	\$	(2,940)	
Changes to classified stipends	\$	-	
Changes to Afterschool program wages	\$	-	
School lunch program staff (hours/days/wages)	\$	-	
Administrative support staff (hours/days/wages)	\$	-	
Increase to facilities support wages	\$	-	
Increase to custodial support	\$	-	\$ 42,021
<i>Benefits & Statutory Costs - Above Wage Changes</i>	\$	(27,439)	\$ (27,439)
<i>Employer Paid STRS rate (16.92%) Increase from wages added above</i>	\$	668	\$ 668
<i>Books & Supplies</i>			
Increase for Kitchen Infrastructure Grant - Equipment Purchases	\$	83,506	
Decrease for Administrative supplies	\$	64,132	
Tech supplies for administration/Office	\$	(50)	
Increase for Tech supplies for classrooms & teachers	\$	847	
Increase for facilities supplies	\$	38,460	\$ 186,895
<i>Services</i>			
Professional development, dues & subscriptions (mostly grant funded)	\$	9,217	
Classroom & student program services	\$	6,760	
Administrative services	\$	6,516	
Technology services	\$	(7,187)	
Special education program services	\$	13,153	
No change to lease expense	\$	-	
Facilities services	\$	26,622	
County Oversight	\$	(3,809)	\$ 51,272
<i>Changes in fees for County Oversight</i>			
Total Increase or Decrease to ALL Expenses			\$ 251,808
<hr/>			
Total Increase/(Decrease) in Revenue	\$	263,539	
Total Increase/(Decrease) in Operational Expenses	\$	251,808	
Total Change in Revenue minus Expenses			\$ 11,730

		Prior Budget	Current Year 1	Year 2	Year 3	Year 4	Year 5						
	1st Interim	2024-25	2024-25	2025-26	2026-27	2027-28	2028-29						
Enrollment		489.0	474.0	490.0	490.0	490.0	490.0						
ADA	90.18%	469.44	452.96	470.40	470.40	470.40	470.40						
Revenue													
Local Control Funding Formula	Rates	1.07%	1.07%	243.00%	3.52%	3.63%	3.59%						
	4-6	\$ 11,819	\$ 2,397,758	\$ 11,806	\$ 2,357,458	\$ 12,120	\$ 2,548,260	\$ 12,534	\$ 2,635,134	\$ 13,003	\$ 2,733,949	\$ 13,465	\$ 2,831,028
	7-8	\$ 11,819	\$ 1,690,936	\$ 11,806	\$ 1,666,145	\$ 12,120	\$ 1,710,965	\$ 12,534	\$ 1,769,317	\$ 13,003	\$ 1,835,714	\$ 13,465	\$ 1,900,920
TK Add On - LCFF		\$ 1,257,046	\$ 1,180,608	\$ 1,212,000	\$ 1,234,068	\$ 1,253,400	\$ 1,275,000	\$ 1,296,600	\$ 1,318,200	\$ 1,340,000	\$ 1,362,000	\$ 1,384,000	\$ 1,406,000
Total State Aid Revenue 8000-8099		\$ 88,913	\$ 87,987	\$ 88,913	\$ 87,987	\$ 88,913	\$ 87,987	\$ 88,913	\$ 87,987	\$ 88,913	\$ 87,987	\$ 88,913	\$ 87,987
Total Federal Revenue 8100-8299		\$ 450,143	\$ 660,051	\$ 450,143	\$ 660,051	\$ 450,143	\$ 660,051	\$ 450,143	\$ 660,051	\$ 450,143	\$ 660,051	\$ 450,143	\$ 660,051
Total Other State Revenue 8300-8599		\$ 1,807,949	\$ 1,813,991	\$ 1,807,949	\$ 1,813,991	\$ 1,807,949	\$ 1,813,991	\$ 1,807,949	\$ 1,813,991	\$ 1,807,949	\$ 1,813,991	\$ 1,807,949	\$ 1,813,991
All Other Local Revenue 8600-8899		\$ 845,205	\$ 1,029,838	\$ 845,205	\$ 1,029,838	\$ 845,205	\$ 1,029,838	\$ 845,205	\$ 1,029,838	\$ 845,205	\$ 1,029,838	\$ 845,205	\$ 1,029,838
Surplus from LLC		\$ 150,000	\$ 100,000	\$ 150,000	\$ 100,000	\$ 150,000	\$ 100,000	\$ 150,000	\$ 100,000	\$ 150,000	\$ 100,000	\$ 150,000	\$ 100,000
Total Revenue		8,687,950	8,951,489	9,041,239	8,955,151	9,175,734	9,392,951						
Personnel Costs													
Certificated Salaries	(1,611)	2,234,665	2,233,054	2,233,054	2,359,210	2,367,853	2,365,088						
Increases				153,303	28,643	(2,764)	(20,098)						
Decreases				(27,148)	(20,000)								
Total Certificated Salaries		2,234,665	2,233,054	2,359,210	2,367,853	2,365,088	2,344,990						
Classified Salaries	42,021	2,346,771	2,388,792	2,388,792	2,211,493	2,247,793	2,315,193						
Increases				68,024	66,300	67,400	69,500						
Decreases				(245,323)	(30,000)								
Total Classified Salaries		2,346,771	2,388,792	2,211,493	2,247,793	2,315,193	2,384,693						
Benefits	27.84%	1,275,481	1,248,711	1,239,051	1,275,066	1,324,461	1,364,195						
Total Personnel Costs		5,856,917	5,870,557	5,809,753	5,890,712	6,004,742	6,093,878						
Program Costs													
Books and supplies	69%	500,002	686,897	662,997	664,997	659,497	679,282						
Special education /PA services		1,102,241	1,115,394	1,126,548	1,137,813	1,149,192	1,160,683						
Other services (facilities/admin/programs)		736,421	778,349	670,738	582,726	580,008	585,800						
Raven Springs LLC Lease		718,500	718,500	718,500	718,500	718,500	718,500						
NCSOs oversight	1.0%	54,347	50,538	57,013	58,959	61,168	63,340						
Total Program Costs		3,111,511	3,349,678	3,235,796	3,162,995	3,168,365	3,207,606						
Total Expenses		8,968,427	9,220,236	9,045,549	9,053,707	9,173,107	9,301,484						
Annual Operating Surplus (Deficit)		(280,477)	(268,747)	(4,310)	(98,556)	2,627	91,467						
Beginning Fund Balance		\$ 4,977,190	\$ 4,977,190	\$ 4,693,518	\$ 4,689,208	\$ 4,590,652	\$ 4,593,279						
Depreciation		\$ 14,926	(14,926)										
Annual operating surplus (deficit) from above		(280,477)	(268,747)	(4,310)	(98,556)	2,627	91,467						
Audit Adjustments		0	0										
Ending Fund Balance		\$ 4,711,639	\$ 4,693,518	\$ 4,689,208	\$ 4,590,652	\$ 4,593,279	\$ 4,684,745						
Components of Ending Fund Balance													
Required reserve - 5% of expenditures	5.00%	\$ 399,252	\$ 461,012	\$ 452,300	\$ 452,700	\$ 458,700	\$ 465,100						
Designated - Special Ed - 2% of expenditures	2.00%	\$ 159,701	\$ 184,405	\$ 180,900	\$ 181,100	\$ 183,500	\$ 186,000						
Designated - JPA contingency reserve		\$ 13,786	\$ 13,786	\$ 13,786	\$ 13,786	\$ 13,786	\$ 13,786						
Designated - Supplemental Balance Carryover		\$ 24,794	\$ -	\$ -	\$ -	\$ -	\$ -						
Designated - ELOP Program Fund Balance		\$ 39,365	\$ 56,796	\$ -	\$ -	\$ -	\$ -						
Designated - ESSER III Fund Balance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Designated - Title II Professional Development		\$ 11,691	\$ -	\$ -	\$ -	\$ -	\$ -						
Designated - Restricted Lottery Fund Balance		\$ 48,635	\$ -	\$ -	\$ -	\$ -	\$ -						
Designated - Educator Effectiveness Balance		\$ 106,717	\$ -	\$ -	\$ -	\$ -	\$ -						
Designated - Art & Music Grant Funding		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Designated - Learning Recovery Grant		\$ -	\$ 22,160	\$ -	\$ -	\$ -	\$ -						
Designated - KIT Training Grant		\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -						
Designated - KIT Infrastructure Grant		\$ 18,866	\$ 75,685	\$ -	\$ -	\$ -	\$ -						
Designated - Classified PD Grant		\$ 900	\$ -	\$ -	\$ -	\$ -	\$ -						
Designated - Jog-a-Thon reserved funding		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Designated - Facilities Reserve - 5% of expenditures		\$ 399,252	\$ -	\$ 387,492	\$ 387,492	\$ 387,492	\$ 387,492						
Investment in Raven Springs LLC		\$ -	\$ 3,442,286	\$ 3,442,286	\$ 3,442,286	\$ 3,442,286	\$ 3,442,286						
Undesignated fund balance		\$ 3,488,681	\$ 434,388	\$ 212,444	\$ 113,288	\$ 107,515	\$ 190,081						

Program	Resource Code	Revenue - Expenses =			In-House Contribution	Prior + Current =
		Revenue	Expenses	2024-25 Net Surplus/(Deficit)		
GENERAL PROGRAM						
General Fund	0009	4,326,467.07	3,483,739.88	842,727.19	22,159.75	5,999,683.56
Supplemental Funding	0010	443,559.00	742,151.36	(298,592.36)	0.00	(298,592.36)
RavenWolf Aftercare	0021	195,000.00	271,632.35	(76,632.35)	0.00	(34,565.37)
Afterschool Sports	0030	6,280.00	22,684.54	(16,404.54)	0.00	(16,404.54)
Field Studies	0035	51,514.00	71,717.48	(20,203.49)	0.00	(20,203.49)
Art, Movement & Music	0037	0.00	593,317.17	(593,317.17)	0.00	(593,317.17)
Fundraising	0038	294,500.00	89,874.50	204,625.50	0.00	173,330.27
Jog-a-Thon	0039	20,000.00	0.00	20,000.00	0.00	39,638.23
TITLE I PROGRAMS						
Unrestricted Lottery	1100	87,663.03	63,227.44	24,435.59	0.00	24,435.59
Educ Protection Acnt (EPA)	1400	895,407.00	895,407.00	0.00	0.00	(2,727.00)
Expanded Learning Opport	2600	246,832.00	90,552.92	156,279.08	0.00	213,074.79
McKinney Vento	5630	0.00	0.00	0.00	0.00	0.00
UPK/TK Funding	6053	87,987.00	87,987.00	0.00	0.00	0.00
Restricted Lottery	6300	37,864.27	42,215.23	(4,350.96)	0.00	57,335.21
Antibias Grant	6318	102,270.54	115,720.62	(13,450.08)	0.00	(15,720.62)
Arts, Music & Instruc Materials	6762	65,134.00	65,134.00	0.00	0.00	0.00
ER Learning Recovery Grant	7435	0.00	0.00	0.00	(22,159.75)	0.00
STRS On-Behalf	7690	0.00	0.00	0.00	0.00	0.00
Facilities SB740 Funding	6030	586,584.54	892,388.07	(305,803.53)	0.00	(200,779.41)
Title I Funding	3010	77,182.00	165,700.32	(88,518.32)	10,000.00	(78,518.32)
Title II Funding	4035	11,160.00	27,495.00	(16,335.00)	0.00	(16,335.00)
Title IV Funding	4127	10,000.00	0.00	10,000.00	(10,000.00)	0.00
Title V SRSA/REAP	4610	40,324.00	40,324.00	0.00	0.00	0.00
SPECIAL EDUCATION PROGRAM						
Federal IDEA ARP Supplement	3305	0.00	0.00	0.00	0.00	0.00
Federal IDEA Spec Educ	3310	49,363.00	69,001.00	(19,638.00)	0.00	(19,638.00)
IDEA Mental Health (Federal)	3327	4,976.00	4,976.00	0.00	0.00	(4,988.00)
Special Education (State)	6500	367,240.00	509,240.97	(142,000.97)	0.00	(141,895.97)
Mental Health (State)	6546	37,604.00	37,604.00	0.00	0.00	0.00
CHILD NUTRITION PROGRAMS						
Health Kids/Health Meals Grant	0053	83,406.17	97,574.17	(14,168.00)	0.00	(15,605.27)
SCALES Grant	0054	85,000.00	53,785.16	31,214.84	0.00	29,777.57
CDFR Grant	0055	100,000.00	103,574.88	(3,574.88)	0.00	(5,012.15)
Child Nutrition Program	5310	638,171.11	583,210.48	54,960.63	0.00	193,817.77
Supply Chain Assistance (SCA)	5466	0.00	0.00	0.00	0.00	16,414.39
Local Food for Schools	5467	0.00	0.00	0.00	0.00	0.00
P-EBT Local Grant	5810	0.00	0.00	0.00	0.00	614.00
KIT Equipment Grant	7028	0.00	0.00	0.00	0.00	0.00
KIT Training Grant	7029	0.00	0.00	0.00	0.00	2,332.00
Kitchen Infrast, Equip & Trng	7032	0.00	0.00	0.00	0.00	75,685.20
School Food Best Practices	7033	0.00	0.00	0.00	0.00	0.00
Total Surplus/(Deficit) & Net Position		8,951,488.72	9,220,235.54	(268,746.82)	0.00	5,361,835.91

CASH FLOW REPORT

CHARTER: Nevada City School of the Arts
FISCAL YEAR: 2024/25
REPORT PERIOD: 2024-25 2nd Interim Budget

Date actuals are posted through: 2/23/2025

	July	August	September	October	November	December	January	February	March	April	May	June	Total Cash	Current Year Accrual	STRS On-Behalf / Other Non-Cash	Total Activity	Current Budget	
BEGINNING CASH BALANCE / BFB	671,282	1,191,860	820,808	487,933	464,683	82,010	472,942	387,208	739,296	348,334	613,209	622,206					671,282	
RECEIPTS																		
Principal Apportionment	8011-8019	0	156,946	156,946	484,892	282,502	282,502	484,892	282,502	183,110	385,500	183,110	471,347	3,354,249	9,524	0	3,363,773	3,363,733
Property Taxes	8020-8099	0	0	0	0	0	373,529	0	518,008	74,309	414,059	7,785	269,952	1,657,642	326,193	0	1,983,835	1,983,835
Federal	8100-8299	0	0	0	0	0	38,557	86,300	102,665	37,983	25,927	22,666	44,454	358,552	301,499	0	660,051	660,051
State	8300-8599	0	34,153	33,418	130,491	60,697	353,605	93,751	144,000	104,289	182,289	428,311	199,289	1,764,292	49,699	0	1,813,991	1,813,991
Local	8600-8799	71,067	-49,398	158,411	182,032	58,729	33,978	48,456	69,535	69,282	52,753	99,555	51,090	845,490	194,270	3	1,039,762	1,029,838
Interfund Transfers In	8910-8929	0	0	0	0	0	0	0	0	0	0	0	100,000	100,000	0	0	100,000	100,000
All Other	8930-8979	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL RECEIPTS		71,067	141,701	348,775	797,415	401,928	1,082,171	713,399	1,116,710	468,973	1,060,527	741,426	1,136,131	8,080,225	881,185	3	8,961,413	8,951,449
DISBURSEMENTS																		
Cert Salaries	1000-1999	6,331	112,764	206,963	219,755	217,316	214,277	214,453	202,429	202,429	202,429	202,429	202,429	2,204,005	29,049	0	2,233,054	2,233,054
Classified Salaries	2000-2999	49,965	118,075	207,831	205,419	204,238	197,107	203,169	212,621	212,621	212,621	212,621	212,621	2,248,906	139,886	0	2,388,792	2,388,792
Employee Benefits	3000-3999	22,849	70,777	107,398	109,971	106,272	107,852	115,316	102,155	102,155	102,155	102,155	111,442	1,160,497	88,214	0	1,248,711	1,248,711
Books/Supplies	4000-4999	70,855	65,606	64,469	75,084	53,904	40,544	55,329	51,337	36,228	51,337	51,337	51,337	667,368	19,529	0	686,897	686,897
Services	5000-5999	380,638	230,518	205,254	260,587	252,982	149,741	212,360	190,179	272,808	175,000	175,000	155,000	2,660,064	2,717	0	2,662,781	2,662,781
Capital Outlay	6000-6599	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Outgo	7000-7499	0	0	1,797	1,490	1,554	1,442	1,463	1,470	1,470	1,470	1,470	1,470	15,097	0	-15,097	0	0
Interfund Transfers Out	7600-7629	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other Uses	7630-7699	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DISBURSEMENTS		530,638	597,741	793,711	872,306	836,265	710,961	802,090	760,191	827,711	745,012	745,012	734,299	8,955,937	279,395	-15,097	9,220,235	9,220,235
NET SURPLUS/(DEFICIT)		-459,570	-456,039	-444,936	-74,892	-434,337	371,210	-88,690	356,520	-358,739	315,515	-3,586	401,832	(875,713)	601,790	15,100	(258,822)	(268,786)
ASSET/LIABILITY TRANSACTIONS																		
Accounts Receivable	9200	10,430	4,078	-89	7,326	-361	5,029	1,068	600	5,057	13,187	6,813	0	53,138	-53,138	0	0	0
Accrued AR	9210	923,497	126,856	67,407	19,904	27,167	5,094	94,621	0	1,561	0	0	0	1,266,106	-1,266,106	0	0	0
Due From Raven Springs LLC	9310	0	-195,118	0	0	0	0	0	0	0	0	0	0	-195,118	195,118	0	0	0
Prepays	9330	76,516	2,599	4,705	4,787	4,747	4,756	4,669	2,365	37	0	0	-77,200	27,980	-27,980	0	0	0
Prepays (Health Benefits)	9330-01	-32,862	-1,014	857	-401	-2,553	2,758	-2,530	-16,059	37	-6,149	-17,672	-77,293	-152,682	152,682	0	0	0
Other Current Assets	9340	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Capital Assets: Accum Dep Bldgs	9435	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Accounts Payable	9500	122,784	-83,796	102,189	39,417	-1,609	114,970	-80,467	42,465	156,298	-45,995	30,079	0	396,334	-396,334	0	0	0
Credit Card Payable	9620	6,476	6,016	13,041	-17,985	13,632	-4,560	-5,906	-4,472	-4,913	-4,730	-7,852	-5,576	-16,830	16,830	0	0	0
Accrued AP	9501	-183	0	0	2,280	-2,280	0	0	0	0	0	0	52,873	52,689	-52,689	0	0	0
Health Insurance Liability	9520	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Payroll SUI Liability	9546	-527	115	209	-149	211	211	-375	105	203	-337	200	153	19	-19	0	0	0
Payroll SDI Liability	9547	-11,621	2,329	4,236	-3,670	4,257	4,268	-8,303	2,268	4,049	-7,817	4,007	2,839	-3,158	3,158	0	0	0
STRS Retirement Liability	9555	-34,844	28,428	278	759	9,080	-176	806	-31,076	1,191	1,827	-2,367	4,611	-21,483	21,483	0	0	0
Sales Tax Liability	9565	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Accrued Salaries	9573	-79,091	0	0	0	0	0	0	0	0	0	0	0	-79,091	79,091	0	0	0
Workers Comp Liability	9575	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction in Progress	9450	0	0	-80,145	0	0	-112,000	0	0	0	0	0	0	-192,146	192,146	0	0	0
Unearned/Deferred Revenue	9650	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL ASSETS (Adjustments to Reconcile)		980,775	(109,505)	112,688	52,268	52,289	20,348	3,582	(3,805)	163,520	(50,014)	13,209	(99,594)	1,135,760	(1,135,760)	0	0	0
Lease Deposits	9670	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PG&E On-Bill Loan	9675	-626	-626	-626	-626	-626	-626	-626	-626	-626	-626	-626	-626	-7,511	7,511	0	0	0
TCBK Loan - Land	9671	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TCBK Loan - Construction	9672	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TCBK Line of Credit	9676	0	195,118	0	0	0	0	0	-195,118	0	0	0	0	0	0	0	0	0
Audit Adjustments	9793	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Opening Balance Equity		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL LIABILITIES		(626)	194,492	(626)	(626)	(626)	(626)	(626)	(626)	(195,744)	(626)	(626)	(626)	(7,511)	7,511	0	0	0
TOTAL INCREASE (DECREASE)		520,578	(371,052)	(332,874)	(23,250)	(382,674)	390,932	(85,734)	352,088	(390,963)	264,875	8,997	301,612	252,536	(526,458)	15,100		402,495
ENDING CASH BALANCE		1,191,860	820,808	487,933	464,683	82,010	472,942	387,208	739,296	348,334	613,209	622,206	923,818				412,459	

CASH FLOW REPORT

CHARTER: Nevada City School of the Arts
FISCAL YEAR: 2025/26
REPORT PERIOD: 2025/26 Adopted Budget

Date actuals are posted through: 2/23/2025

		July	August	September	October	November	December	January	February	March	April	May	June	Total Cash	Current Year Accrual	STRS On-Behalf / Other Non-Cash	Total Activity	Current Budget
BEGINNING CASH BALANCE / BFB		923,818	1,614,900	979,171	606,104	655,272	596,391	690,789	883,973	619,834	394,284	203,646	376,739					923,818
RECEIPTS																		
Principal Apportionment	8011-8019	0	156,946	156,946	484,892	282,502	282,502	484,892	282,502	183,110	385,500	183,110	528,418	3,411,320	769,984	0	4,181,304	4,181,304
Property Taxes	8020-8099	0	0	0	0	184,788	260,887	0	74,309	0	0	340,230	137,752	997,966	522,034	0	1,520,000	1,520,000
Federal	8100-8299	0	2,500	0	5,601	22,073	24,283	80,535	22,754	25,697	36,211	70,166	44,454	334,272	266,697	0	600,969	600,969
State	8300-8599	0	32,451	32,451	128,749	99,097	100,820	340,335	111,017	120,733	161,199	278,129	88,134	1,493,115	146,822	0	1,639,937	1,775,825
Local	8600-8799	30,745	23,798	52,922	140,219	62,931	56,119	46,400	77,946	43,951	39,028	50,810	44,807	669,676	143,465	0	813,141	813,141
Interfund Transfers In	8910-8929	0	0	0	0	0	0	0	0	0	0	0	0	0	150,000	0	150,000	150,000
All Other	8930-8979	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL RECEIPTS		30,745	215,695	242,319	759,461	651,390	724,611	952,162	568,527	373,491	621,937	922,445	843,565	6,906,349	1,999,002	0	8,905,352	9,041,240
DISBURSEMENTS																		
Cert Salaries	1000-1999	58,980	200,533	200,533	212,329	212,329	212,329	212,329	212,329	212,329	212,329	212,329	212,329	2,371,007	-11,797	0	2,359,210	2,359,210
Classified Salaries	2000-2999	55,287	187,977	187,977	196,823	196,823	196,823	196,823	196,823	196,823	196,823	196,823	196,823	2,202,648	8,842	0	2,211,490	2,211,490
Employee Benefits	3000-3999	37,172	105,319	105,319	105,319	105,319	105,319	105,319	105,319	105,319	105,319	105,319	105,319	1,195,681	43,370	0	1,239,051	1,239,051
Books/Supplies	4000-4999	33,150	33,150	99,450	33,150	33,150	33,150	33,150	99,450	33,150	33,150	33,150	132,599	629,849	33,148	0	662,997	662,997
Services	5000-5999	214,314	214,314	214,314	214,314	214,314	214,314	214,314	214,314	214,314	214,314	214,314	214,314	2,571,768	1,031	0	2,572,799	2,572,799
Capital Outlay	6000-6599	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Outgo	7000-7499	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interfund Transfers Out	7600-7629	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other Uses	7630-7699	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DISBURSEMENTS		398,903	741,293	807,593	761,935	761,935	761,935	761,935	828,235	761,935	761,935	761,935	861,384	8,970,953	74,594	0	9,045,547	9,045,547
ASSET/LIABILITY TRANSACTIONS																		
Accounts Receivable	9200	10,430	4,078	-89	7,326	-361	5,029	1,068	600	5,057	13,187	6,813	0	53,138	-53,138	0	0	0
Accrued AR	9210	923,497	126,856	67,407	19,904	27,167	5,094	94,621	0	1,561	0	0	0	0	0	0	0	0
Due From Raven Springs LLC	9310	0	-195,118	0	0	0	0	0	0	0	0	0	0	-195,118	195,118	0	0	0
Prepays	9330	76,516	2,599	4,705	4,787	4,747	4,756	4,669	2,365	37	0	0	-77,200	27,980	-27,980	0	0	0
Prepays (Health Benefits)	9330-01	-32,862	-1,014	857	-401	-2,553	2,758	-2,530	-16,059	37	-6,149	-17,672	-77,293	-152,682	152,682	0	0	0
Other Current Assets	9340	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Capital Assets: Accum Dep Bldgs	9435	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Accounts Payable	9500	122,784	-83,796	102,189	39,417	-1,609	114,970	-80,467	42,465	156,298	-45,995	30,079	0	396,334	-396,334	0	0	0
Credit Card Payable	9620	6,476	6,016	13,041	-17,985	13,632	-4,560	-5,906	-4,472	-4,913	-4,730	-7,852	-5,576	-16,830	16,830	0	0	0
Accrued AP	9501	-183	0	0	2,280	-2,280	0	0	0	0	0	0	52,873	52,689	-52,689	0	0	0
Health Insurance Liability	9520	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Payroll SUI Liability	9546	-527	115	209	-149	211	211	-375	105	203	-337	200	153	19	-19	0	0	0
Payroll SDI Liability	9547	-11,621	2,329	4,236	-3,670	4,257	4,268	-8,303	2,268	4,049	-7,817	4,007	2,839	-3,158	3,158	0	0	0
STRS Retirement Liability	9555	-34,844	28,428	278	759	9,080	-176	806	-31,076	1,191	1,827	-2,367	4,611	-21,483	21,483	0	0	0
Sales Tax Liability	9565	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Accrued Salaries	9573	-79,091	0	0	0	0	0	0	0	0	0	0	0	-79,091	79,091	0	0	0
Workers Comp Liability	9575	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction in Progress	9450	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Unearned/Deferred Revenue	9650	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL ASSETS (Adjustments to Reconcile)		1,059,865	-109,505	192,833	52,268	52,289	132,348	3,582	-3,805	163,520	-50,014	13,209	-99,594	140,890	-140,890	0	0	0
Lease Deposits	9670	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PG&E On-Bill Loan	9675	-626	-626	-626	-626	-626	-626	-626	-626	-626	-626	-626	-626	-7,511	15,022	0	7,511	7,511
TCBK Loan - Land	9671	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TCBK Loan - Construction	9672	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TCBK Line of Credit	9676	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Audit Adjustments	9793	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Opening Balance Equity		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL LIABILITIES		-626	-626	-626	-626	-626	-626	-626	-626	-626	-626	-626	-626	-7,511	15,022	0	7,511	7,511
TOTAL INCREASE (DECREASE)		691,082	-635,729	-373,067	49,168	-58,881	94,398	193,184	-264,139	-225,550	-190,638	173,093	-118,039	-1,931,225	1,798,540	0		911,999
ENDING CASH BALANCE		1,614,900	979,171	606,104	655,272	596,391	690,789	883,973	619,834	394,284	203,646	376,739	258,700				2,057,240	



2025-2032

Nevada City School of the Arts Charter Renewal

DRAFT SUBMITTED FOR BOARD APPROVAL FEBRUARY, 27-2025
HOLLY PETTITT, SCHOOL DIRECTOR

Table of Contents

AFFIRMATIONS AND DECLARATION	1
COUNTYWIDE BENEFIT	4
CHARTER RENEWAL CRITERIA	6
A. DASHBOARD PERFORMANCE – SCHOOLWIDE.....	7
B. DASHBOARD PERFORMANCE - SUBGROUPS PERFORMING BELOW STATE AVERAGE	7
C. PERFORMANCE ON LOCAL ASSESSMENTS.....	9
D. NCSA PERFORMANCE ON DASHBOARD INDICATORS.....	13
E. CHARTER SCHOOL SUCCESSES OVER THE PAST CHARTER TERM	16
ELEMENT 1: THE EDUCATIONAL PROGRAM	18
A. OUR MISSION.....	18
B. OUR PHILOSOPHY	18
C. WHOM THE SCHOOL IS ATTEMPTING TO EDUCATE.....	20
D. WHAT IT MEANS TO BE AN EDUCATED PERSON IN THE 21ST CENTURY	20
E. NCSA IDENTIFIES AN EDUCATED PERSON AS ONE WHO:	21
F. HOW LEARNING BEST OCCURS:.....	21
G. EDUCATIONAL GOALS.....	22
H. ATTENDANCE	23
I. MULTI TIERED SYSTEM OF SUPPORTS	23
J. SERVING STUDENTS WITH DISABILITIES	25
K. SECTION 504 OF THE REHABILITATION ACT	26
L. ENGLISH LEARNERS.....	27
L. RECLASSIFICATION PROCEDURES	29
M. ENGLISH LEARNERS AND CORE INSTRUCTION	29
N. TEACHER QUALIFICATIONS AND TRAINING.....	30
ELEMENT 2: MEASURABLE PUPIL OUTCOMES	31
A. CORE ACADEMIC SKILLS	31
B. MEASURABLE OUTCOMES ALIGNED WITH THE EIGHT STATE PRIORITIES.....	33
ELEMENT 3: MEASUREMENT OF PUPIL PROGRESS	35
ELEMENT 4: LOCATION OF CHARTER SCHOOL	38
ELEMENT 5: GOVERNANCE STRUCTURE	39

PARENTS MAKE UP THE ENTIRETY OF THE GOVERNANCE COUNCIL AT NCSA.....	40
ELEMENT 6: EMPLOYEE QUALIFICATIONS	41
ELEMENT 7: HEALTH AND SAFETY PROCEDURES	42
ELEMENT 8: STUDENT POPULATION BALANCE.....	44
ELEMENT 9: FINANCIAL AUDIT.....	44
ELEMENT 10: PUPIL SUSPENSION AND EXPULSION.....	45
ELEMENT 11: EMPLOYEE RETIREMENT SYSTEMS.....	70
ELEMENT 12: DISPUTE RESOLUTION	71
1. DISPUTES ARISING FROM WITHIN THE SCHOOL.....	71
2. DISPUTES BETWEEN THE CHARTER SCHOOL AND NCBE.....	71
3. OVERSIGHT, REPORTING, REVOCATION, AND RENEWAL.....	72
ELEMENT 13: ADMISSION POLICIES AND PROCEDURES.....	73
ELEMENT 14: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES	77
ELEMENT 15: EMPLOYEE RETURN RIGHTS.....	78
ELEMENT 16: CLOSURE PROCEDURES	79
MISCELLANEOUS PROVISIONS	81
OPTIONAL MISCELLANEOUS CLAUSES.....	84
SIGNATURES.....	85

AFFIRMATIONS AND DECLARATION

As the authorized lead petitioner, I, Holly Pettitt, hereby certify that the information submitted in this application for charter renewal for Nevada City School of the Arts (“NCSA” or the “Charter School”), a California public countywide benefit charter school authorized by the Nevada County Board of Education (“NCBE”) with oversight by the Nevada County Superintendent of Schools (“NCSOS”) (collectively referred to herein as “County”), is true to the best of my knowledge and belief; and further, I understand that if awarded the renewal, the Nevada City School of the Arts will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605.6(d)(1)]
- The Charter School declares that it shall be deemed the exclusive public-school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605.6(b)(6)]
- The Charter School shall be non-sectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code Section 47605.6(e)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605.6(e)(1)]
- The Charter School shall admit all students who wish to attend the Charter School unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Sections 47605.6(e)(2) and 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or of that student’s parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605.6(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605.6(e)(2)(C). [Ref. Education Code Section 47605.6(e)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (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, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605.6(e)(1)]

- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973 (“Section 504”), Title II of the Americans with Disabilities Act of 1990 (“ADA”) and the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”).
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing (“CTC”) certificate, permit, or other document required for the teacher’s certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. [Ref. Education Code Sections 47605.6(l)(1) and 47605.4(a)]
- The Charter School shall always maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605.6(e)(3)]
- The Charter School may encourage parental involvement but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605.6(n)]
- The Charter School shall adhere to each of the conditions in Education Code Section 47605.6(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student’s records or requiring a parent, guardian, or student to submit the student’s records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education (“CDE”) notice regarding the requirements in Education Code Section 47605.6(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or

- student inquiries about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605.6(e)(4)(A)-(D)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School’s education programs. [Ref. Education Code Section 47605.6(d)(2)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605.6(a)(1) and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by Every Student Succeeds Act (“ESSA”).
- The Charter School shall comply with the California Public Records Act, Government Code Section 7920, *et seq.* (“CPRA”).
- The Charter School shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, 34 CFR Part 99 (“FERPA”).
- The Charter School shall comply with the Ralph M. Brown Act, Government Code Section 54950, *et seq.* (“Brown Act”).
- The Charter School shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1 (“Section 1090”).
- The Charter School shall comply with the Political Reform Act, Government Code Section 81000, *et seq.* (“PRA”).
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

Holly Pettitt, Lead Petitioner

Date

COUNTYWIDE BENEFIT

Governing Law: A county board of education may only approve a countywide charter if it finds, in addition to the other requirements of this section, that the educational services to be provided by the charter school will offer services to a pupil population that will benefit from those services and that cannot be served as well by a charter school that operates in only one school district in the county. Education Code Section 47605.6(a)(1)

Governing Law: A county board of education may grant a charter for the operation of a charter school under this part only if the board is satisfied that granting the charter is consistent with sound educational practice and that the charter school has reasonable justification for why it could not be established by petition to a school district pursuant to Section 47605. Education Code Section 47605.6(b)

Nevada City School of the Arts was founded in 1994 by a dedicated group of parents and educators who wanted to provide their children with high-quality public education that fostered creativity and exploration. The Charter School began as a 3rd through 8th grade program. In the sixth year of operation, NCSA founders began to extend the scope of the Charter School to include the primary grades, Kindergarten through 2nd. In 2005, NCSA's enrollment was at 206 students. In 2008, NCSA's growth plan began. The Charter School increased enrollment from 225 to 427 students in Transitional Kindergarten ("TK") through eighth grades when the Charter School split the multi age classes into two separate grades making two full classes per grade in K - 8. Now, entering the 2025-2026 school year, NCSA will have completed their growth plan with 490 students enrolled in Transitional Kindergarten through 8th grade.

Originally sponsored by the Nevada City School District, in 1996 NCSA sponsorship moved to Twin Ridges School District and, finally, was last renewed as a countywide benefit charter by the Nevada County Board of Education in 2017.

Nevada City School of the Arts is one of several existing charter schools that operate within Nevada County which approached Nevada County Superintendent of Schools to be their charter authorizer in 2007. These charter schools have a proven track record of academic and fiscal success.

In 2014, NCSA assumed responsibility for their own financial management and business services and is considered a direct funded, independent charter school. The services provided by NCSA will benefit the population that the Charter School serves. The practices of the Charter School are based on sound educational principles and will benefit the students who attend.

NCSA has continued to develop in both breadth and scope. The NCSA administrative team includes the School Director, Assistant Principal, Business Manager with a full business services team, a development director, two school secretaries, and two office administrators. The faculty currently includes 22 classroom teachers, 2.5 special education teachers, 1 counselor, 1 reading specialist, 1 math specialist, 2 school psychologists, several special education support paraprofessionals, 15 full time and 3 part time instructional assistants, 1 full-time music teacher, one part time and two full time art teachers, and 1 full time PE teacher and a PE Assistant. In

addition, many specialists in the fields of dance, music, and art are engaged to deliver specialized elective instruction in grades 4-8 under the supervision of credentialed teachers.

CHARTER RENEWAL CRITERIA

Pursuant to the amendments made to Education Code Section 47607, and the creation of Education Code Section 47607.2, by Assembly Bill 1505 (2019), at the time of charter renewal, a chartering authority shall consider the performance of the charter school on the state and local indicators reported the California School Dashboard (“Dashboard”), and, in some circumstances, the performance of the charter school on assessments deemed to be “verified data.” In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools’ performance.

The three performance categories are as follows:

- *High Performing – Presumptive renewal if the charter school meets the established renewal criteria – Education Code Section 47607(c).*
- *Low Performing – Presumptive non-renewal if the charter school meets the non-renewal criteria, unless the charter authority makes a finding to approve for a two-year term – Education Code Section 47607.2(a).*
- *Middle Performing – Presumptive renewal unless the charter school failed to meet or make sufficient progress toward meeting standards and closure is in the best interest of students, evaluated using the Dashboard and Education Code Section 47607.2(b).*

The California Department of Education (“CDE”) evaluates all charter schools and places them on renewal tracks annually and makes that report available to the public. According [to this report](#) from the CDE, NCSA is in the high performing category for renewal under Criteria 2 and therefore qualifies for a 7 year renewal period.

High Performing Category Criteria

Education Code Section 47607(c)(1) states:

- (1) As an additional criterion for determining whether to grant a charter renewal, the chartering authority shall consider the performance of the charter school on the state and local indicators included in the evaluation rubrics adopted pursuant to Section 52064.5.*
- (2) (A) The chartering authority shall not deny renewal for a charter school pursuant to this subdivision if either of the following apply for two consecutive years immediately preceding the renewal decision:*
 - i. [Criteria 1] The charter school has received the two highest performance levels schoolwide on all the state indicators included in the evaluation rubrics adopted to Section 52064.5 for which it receives performance levels.*
 - ii. [Criteria 2] For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or higher than the state average and, for a majority of subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average.*

(E) The chartering authority that granted the charter may renew a charter pursuant to this paragraph for a period of between five and seven years.

(F) A charter that satisfies the criteria in subparagraph (A) or (B) shall only be required to update the petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and as necessary to reflect the current program offered by the charter.

A. DASHBOARD PERFORMANCE – SCHOOLWIDE

The following table displays the Charter School’s measurements of academic performance on the Dashboard (state indicators) and, for comparison purposes, the State’s, for the 2022-23 and 2023-24 school years. For the English Language Arts (“ELA”) and math indicators, the numbers in parentheses reflect numerical performance on California Assessment of Student Performance and Progress (“CAASPP”) ELA and CAASPP Math, as measured by the average distance from standard (“DFS”) on those assessments, i.e., how close or far students were, on average, to meeting the standards tested on CAASPP.

Indicator	2023 NCSA	2023 State	2024 NCSA	2024 State
ELA	Green (+25.3)	Orange (-13.6)	Green (+18.3)	Orange (-13.2)
Math	Yellow (-19.6)	Orange (-49.1)	Yellow (-24.7)	Orange (-47.6)
English Learner Progress	N/A - NCSA does not have enough students in this category to compare			

As indicated above, and consistent with the first part of Section 47607(c)(2)(B)(ii), for all measurements of academic performance, NCSA has received performance levels schoolwide that are the same or higher than the state average, as measured by Distance from Standard (DFS + /-) on the CAASPP. English Learner (“EL”) Progress is not applicable.

B. DASHBOARD PERFORMANCE - SUBGROUPS PERFORMING BELOW STATE AVERAGE

The following tables display the Dashboard indicators on measurements of academic performance for the NCSA’s subgroups that are among those subgroups of the State that are **performing statewide below the state average in each respective year**, i.e., students with disabilities (“SWD”), Hispanic students, and socioeconomically disadvantaged students (“SED”). For the ELA and math indicators, the numbers in parentheses reflect numerical performance on CAASPP ELA and CAASPP Math, as measured by Distance from Standard on those assessments.

English Language Arts by Subgroups CAASPP – Distance from Standard

Subgroups	2023 NCSA	2023 State	2024 NCSA	2024 State
Hispanic	Orange (-10.5) *	Orange (-40.2)	Blue (+24.7)	Orange (-39.3)
SED	Green (+12.6)	Orange (-42.6)	Yellow (+9.4)	Orange (-40.9)
SWD	Red (-95.9) *	Red (-96.3)	Orange (-73.6)	Red (-95.6)

Mathematics by Subgroups CAASPP - Distance from Standard

Subgroups	2023 NCSA	2023 State	2024 NCSA	2024 State
Hispanic	Orange* (-48.1)	Orange (-80.8)	Yellow (-40.8)	Orange (-79.2)
SED	Orange (-31.5)	Orange (-42.6)	Orange (-43.9)	Orange (-78.2)
SWD	Red* (-129.6)	Orange (-127.3)	Orange (-104.5)	Red (-124.3)

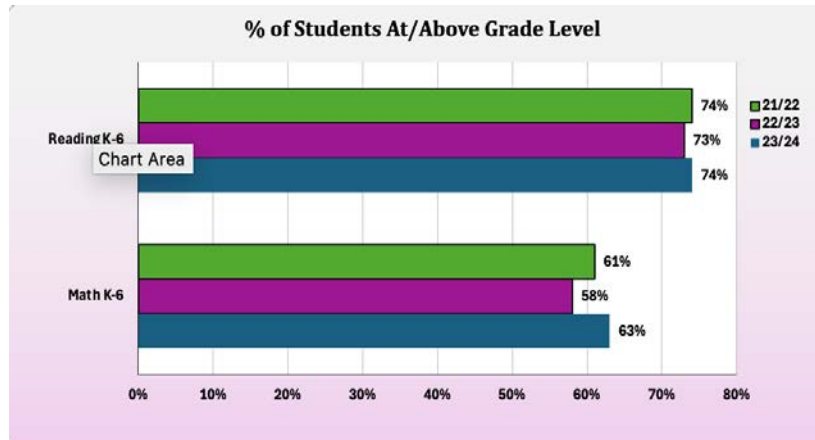
While both the state and NCSA were primarily in the orange, NCSA was significantly closer to standard than the state in both 2023 and 2024.

Mathematics Distance from Standard Comparison

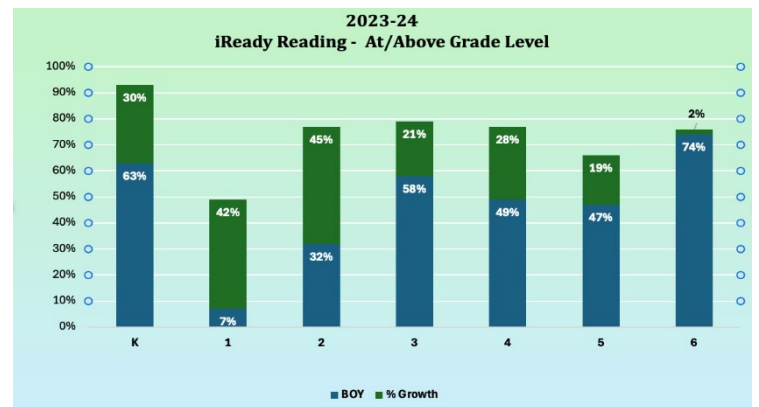
Subgroups	2023 NCSA	2023 State	NCSA - Points Closer to Standard
Overall	(-19.6)	(-49.1)	29.5
Hispanic	(-48.1)	(-80.8)	32.7
SED	(-31.5)	(-42.6)	11.1
SWD	(-129.6)	(-127.3)	-2.3*
Subgroups	2024 NCSA	2024 State	NCSA - Points Closer to Standard
Overall	(-24.7)	(-47.6)	22.9
Hispanic	(-40.8)	(-79.2)	38.4
SED	(-43.9)	(-78.2)	34.3
SWD	(-104.5)	(-124.3)	20.2

C. PERFORMANCE ON LOCAL ASSESSMENTS

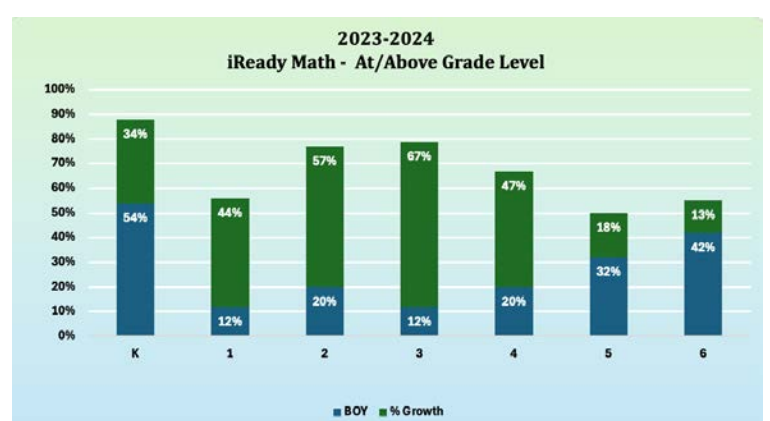
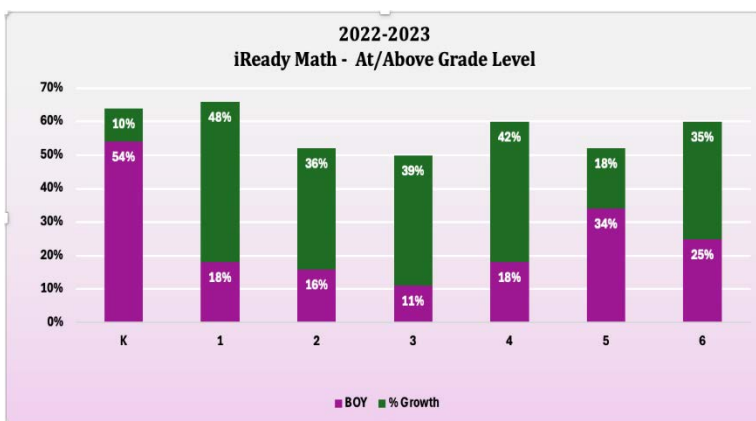
NCSA students in Kindergarten through 6th Grade take the i-Ready reading and math assessments three times a year. Each year students make excellent growth from the beginning of the year to the end of the year assessments and shown growth overall in the last three years. In addition, most students at NCSA are at or above grade level in reading and in math.



NCSA Grade Level i-Ready READING Scores

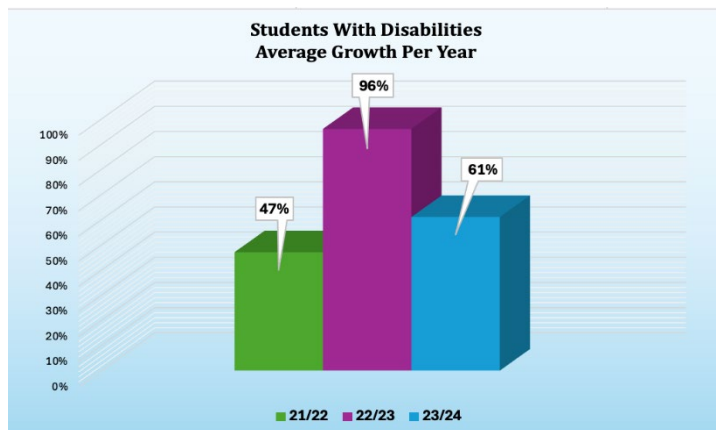


NCSA Grade Level i-Ready MATH Scores

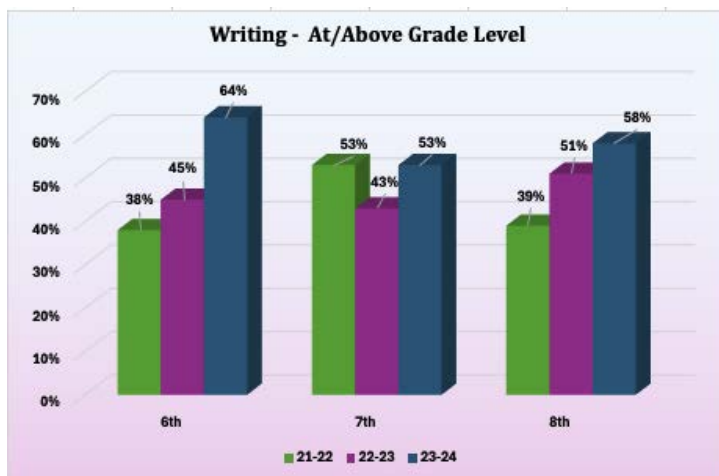


NCSA’s math scores still need improvement which is why the Charter School did a Plan Do Study Act (“PDSA”) with a focus on math specifically about how to increase engagement and academic success, especially with students with disabilities. The team created a [3 year plan](#) based on the following goal: “By June 2027, increase DFS in Math by 45 pts for all students and by 60 for SWD for grades 3rd-8th.”

Additionally, we have been monitoring overall growth among our students with disabilities to ensure they are progressing academically. While these students are behind overall, they continue to make excellent growth each year as evidenced on the graph below.

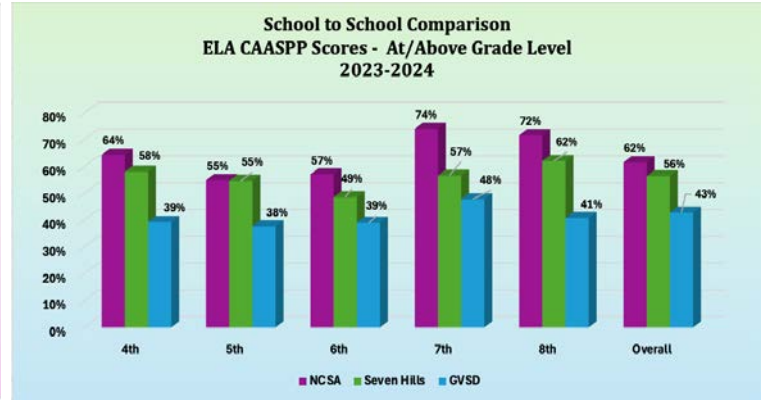
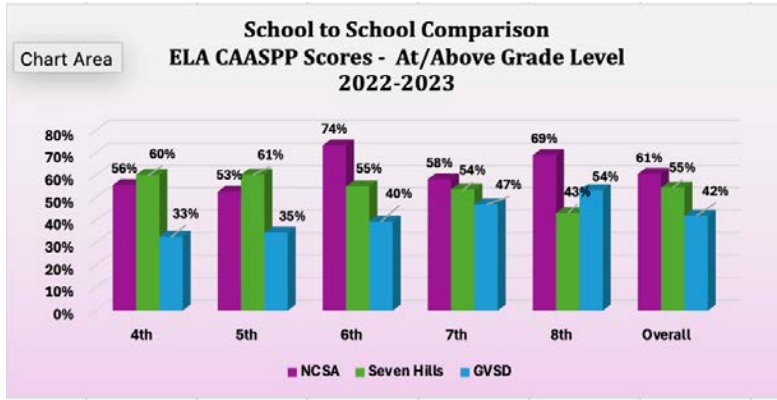


When students enter middle school (6th - 8th), NCSA intentionally switches the focus from reading to writing so there are no i-Ready reading scores to compare. Instead, we use Writing By Design assessment rubrics to assess our students’ writing skills. Writing assessments and CAASPP scores are used as the main indicator of growth. NCSA middle school students have shown overall growth in writing from year to year and as grade level cohorts. Our students' writing gets better with each passing year and graduates often come back and tell our ELA teachers they are better prepared for high school writing than students from other schools.

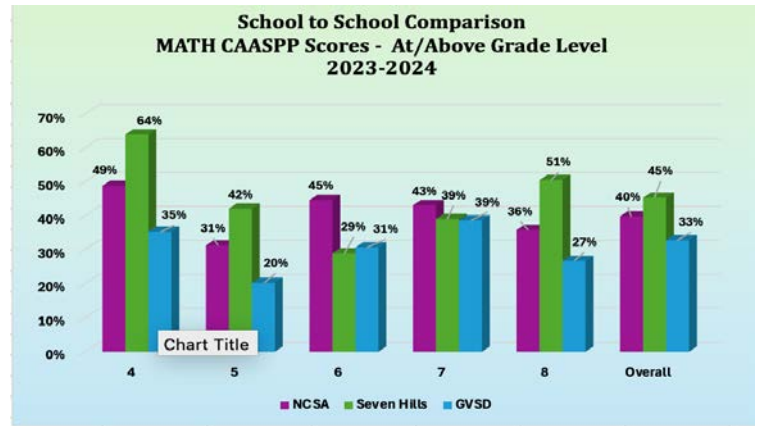
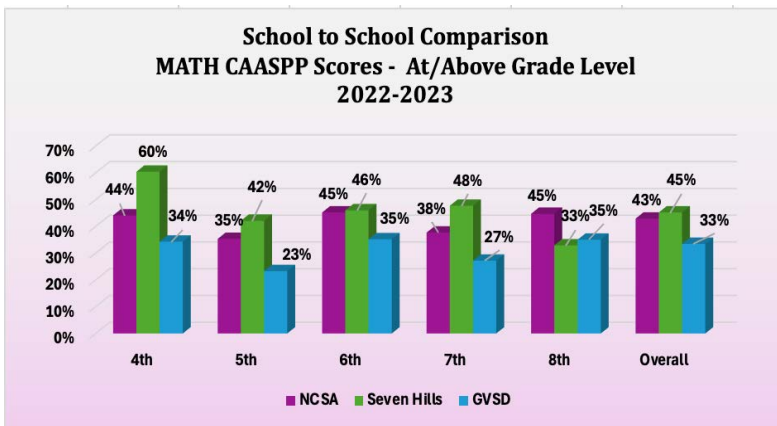


Another way to look at how NCSA is doing in Nevada County is to compare NCSA grades 4-8 CAASPP scores to the two school districts, Nevada City School District (“NCS D”) and Grass Valley School District (“GVSD”) from which NCSA gets most of our students.

Two-year school to school comparison English Language Arts

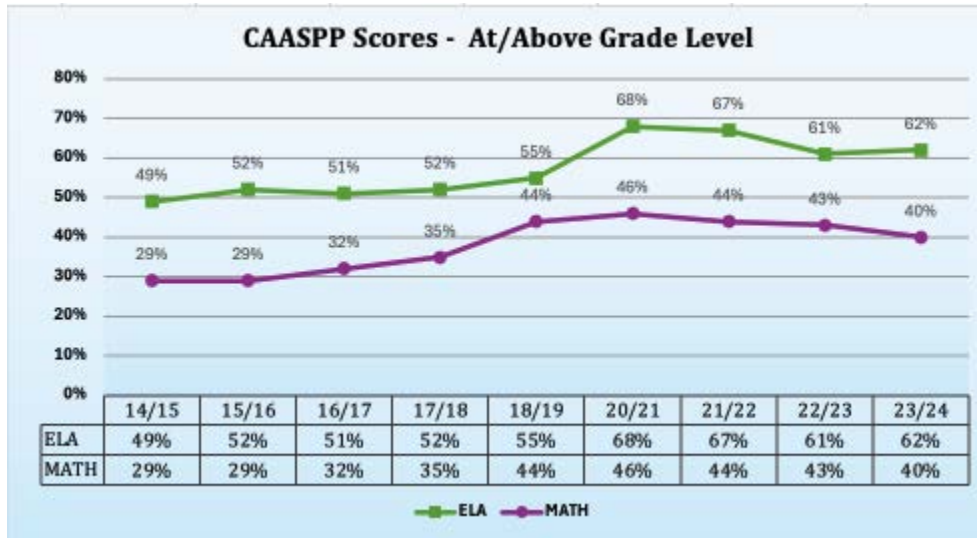


Two-year school to school comparison Mathematics



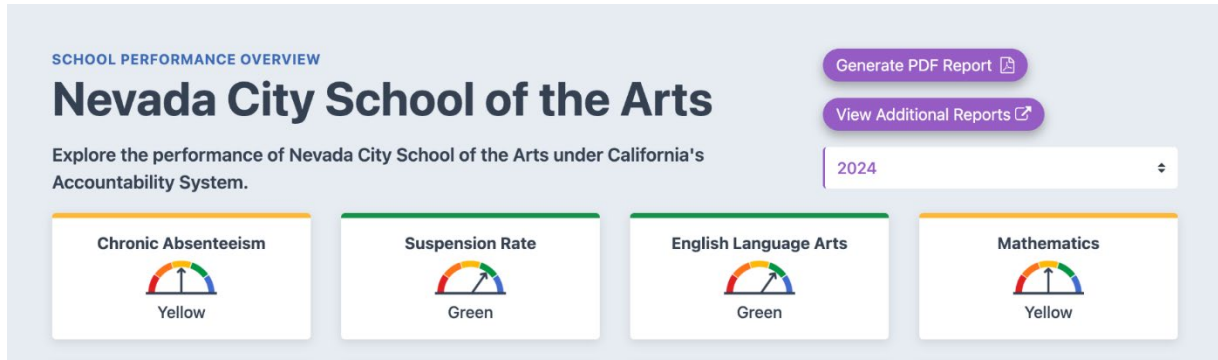
While NCSA still needs to make more growth in Math, the scores were only 5% lower overall than Seven Hills, yet still 13% higher than GVSD. In ELA, NCSA outperformed both schools in ELA by 6%-20%.

Finally, NCSA has shown consistent growth on the CAASPP over the last 9 years.



- ELA improved 13% over the last 9 years (other schools averaged a -.25% loss and score about 6-11% below NCSA)
- Math increased by 11% Overall (other schools increased by an average of 7%).

D. NCSA PERFORMANCE ON DASHBOARD INDICATORS



In 2023, NCSA was put into 'Differentiated Assistance' ("DA") for our Chronic Absenteeism Rate, Suspension Rate and for our students with disabilities' poor academic performance in math and ELA. We exited Differentiated Assistance with the release of the 2024 Dashboard and we are proud that our efforts made such an impact. We worked diligently to create a restorative justice program to replace our traditional disciplinary system, significantly reducing overall suspensions as well as suspensions among our students with disabilities. Furthermore, we reduced our chronic absenteeism rate by 23%. Finally, our students with disabilities' test scores increased more than any other subgroup.

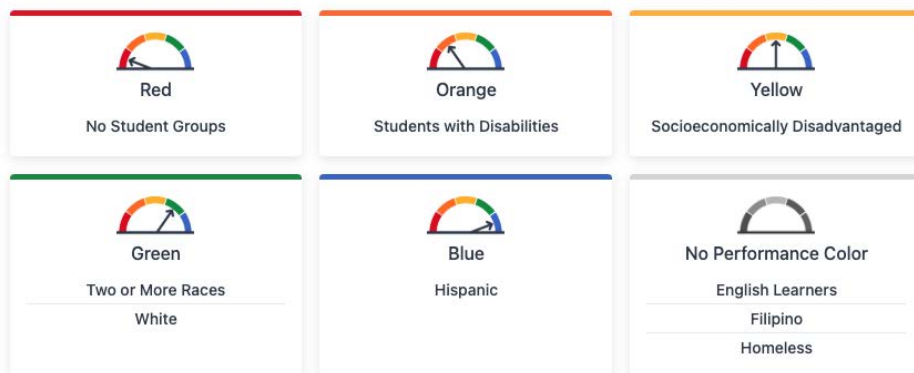
All data below is from the 2024 Dashboard

English Language Arts

Student Group Details

All Student Groups by Performance Level

8 Total Student Groups



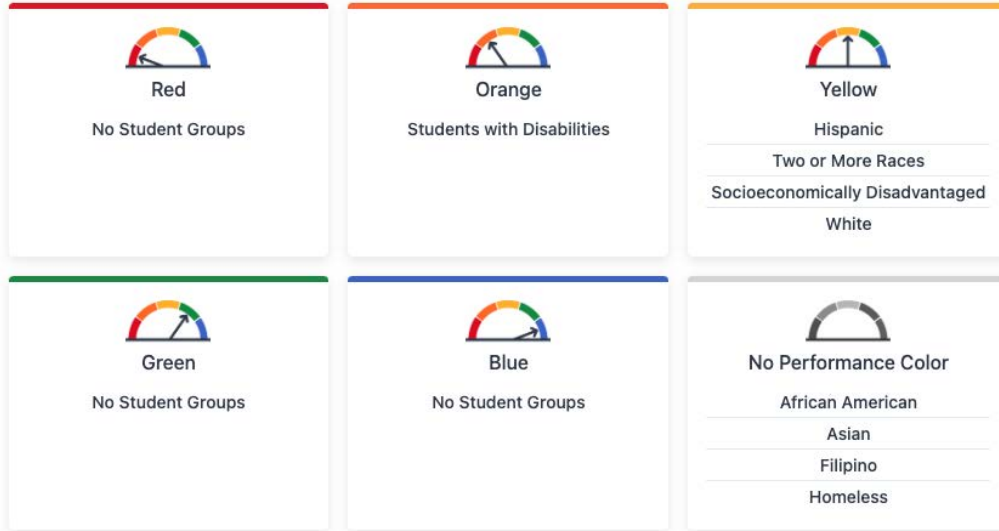
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Chronic Absenteeism

Student Group Details

All Student Groups by Performance Level

9 Total Student Groups

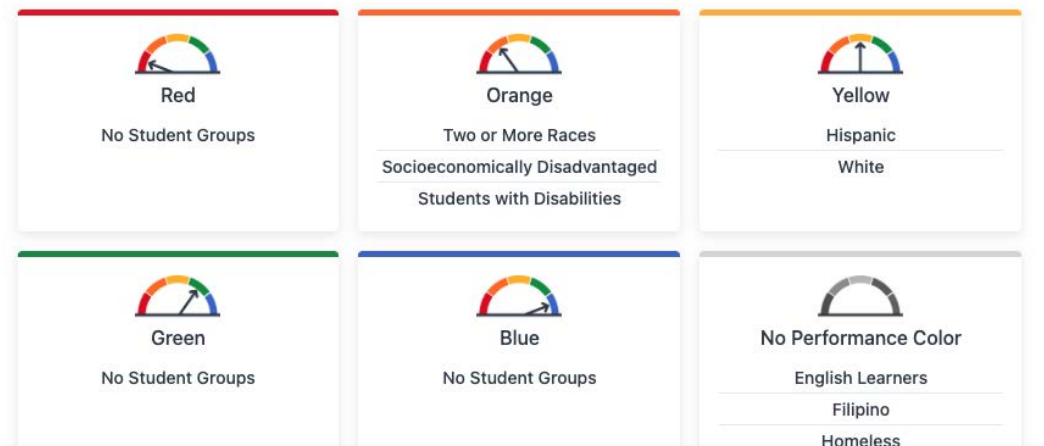


Mathematics

Student Group Details

All Student Groups by Performance Level

8 Total Student Groups

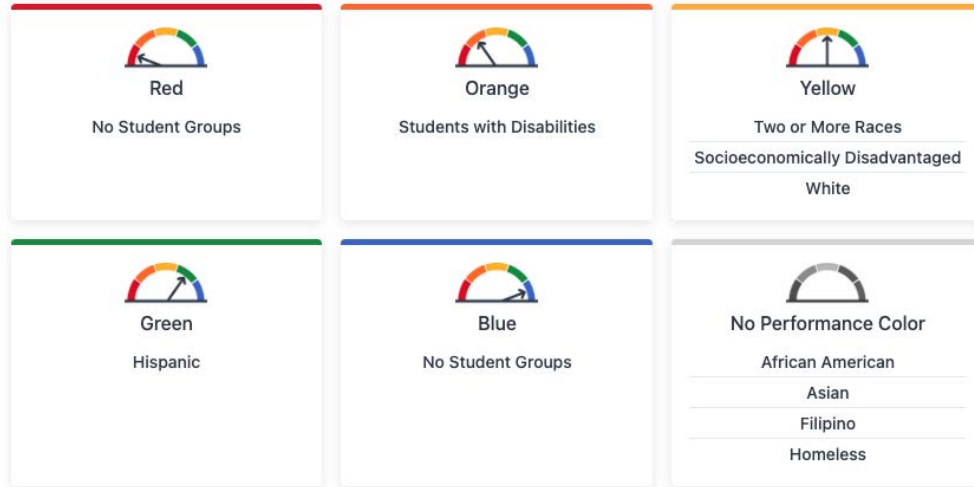


Suspension Rate

Student Group Details

All Student Groups by Performance Level

9 Total Student Groups



E. CHARTER SCHOOL SUCCESSES OVER THE PAST CHARTER TERM

- Received \$200,000 Anti-Bias in Education Grant
- Utilized grant funding to train educators in recognizing and addressing unconscious bias and how to foster a more inclusive classroom and working environment.
- 20 staff members have attended the Courageous Conversations Summit
- Updated **school curriculum to include** diverse perspectives and histories, ensuring representation across all subject areas.
- Trained all teachers in Curriculum Representation Design and Universal Design for Learning (whole school training in 2025)
- Supported student led organizations in creating a Restorative Justice Group to decrease suspensions and promote understanding and allyship.
- Developed tutoring, mentoring, and counseling services specifically tailored to address gaps in student achievement and overall student well-being.
- Ko'cim Pakan Partnership - Partnered with local organizations California Heritage Indigenous Research Project ("CHIRP"), Nevada City Nisenan Rancheria, United States Department of Agriculture ("USDA"), Sierra Streams Institute, Sierra Institute, Pacific Gas and Electric ("PGE"), and Nevada Irrigation District, ("NID") to implement a culturally informed burn plan and a return to Indigenous Traditional Ecological Knowledge ("ITEK") as the primary methods of forest restoration and ongoing stewardship of the land.
- Superior school lunch program - We currently serve over 400 students' breakfast and lunch daily. We source most of our ingredients locally and partner with neighboring farms for a cycle of produce receipt and then return our waste for feed/compost.
- Number 1 middle school according to Niche Schools
- Excellent sports teams that are highly competitive
- Work with Lyric Rose Theater to provide electives and after school drama classes to students in 3rd-8th grades.
- Participate in all local county academic competitions and often place in the top 3
- Have an indoor skateboard park on campus
- Recognized for superior academic achievements, with high test scores and high satisfaction ratings in surveys reflecting high levels of student engagement and parental approval.
- Employ a dedicated and highly qualified teaching staff, contributing to a supportive and effective learning environment.
- Created a large network of mountain bike trails on campus and host mountain bike events each year.
- Parent run and parent led indoor skate park "SK8Box"
- Invested in Energy Efficient Upgrades for all school buildings
- 100% 8th Grade Graduation over the last 7 years
- 15-25% of each graduating class have attended Ghidotti since 2020. We send more students to Ghidotti than any other middle school in the county.
- Offer free parenting classes

- Created a Therapeutic Learning Center for students struggling with emotional regulation
- Reduced Chronic absenteeism rate by 23% in one year.
- Created academic support center to ensure students have support in completing assignments they cannot finish in class.
- Have consistently increased enrollment since 2016.

Enrollment 2016-2025

Date	16/17	17/18	18/19	19/20	20/21	22/23	23/24	24/25
Total	407	414	441	455	428	436	470	480

ELEMENT 1: THE EDUCATIONAL PROGRAM

Governing Law: The educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners. Education Code Section 47605.6(c)(5)(A)(i)

The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605.6(b)(5)(A)(ii).

A. OUR MISSION

Nevada City School of the Arts’ mission is to cultivate an inclusive and equitable learning environment where every student is inspired to achieve academic excellence, develop a positive identity, and build productive relationships, through a rich, arts-integrated education. We are committed to empowering each student to thrive creatively, think critically, and engage meaningfully with the world.

B. OUR PHILOSOPHY

A school of the arts makes us whole and inspires our pursuit of excellence. The Arts—Music, Dance, Theater, and the Visual Arts—are crucial to the complete education of a child. Their practice, understanding and appreciation are essential to human experience and learning itself. Research shows that the Arts in education promote brain growth and increase success in all academic areas. The Arts, however, are more than a means to an academic end. Participation in the arts fosters a balanced and enriched life and engenders a commitment to excellence. The Arts are not simply a means; they are an end in themselves. The Arts make us human and whole.

A school of the arts uses art as a lens for understanding the world. A beginning to such an artistic approach to education is to see the Arts in all things. By initiating and infusing our study of things with the Arts we come to use the Arts as a lens for understanding the world. Such a ‘way’ of approaching things offers deeper paths into the meaning and complexity of our world. In the Language Arts we find connections between the visual, the musical and the linguistic. In Mathematics we see more clearly the patterns and harmonics of form and number. In Science we find a kinship between the artistic and the scientific process. In History, we see the human drama in dense brush strokes of image and sound, song and story, bringing it to life. Seeing ourselves and the world through the Arts allows us to be touched by the beauty, the power and wonder of all things.

A school of the arts nurtures habits of heart and mind. Beyond the understanding and appreciation of art is its practice. To practice art means to nurture the space and focus

in ourselves that allows the Arts to emerge. Awareness, enthusiasm, discipline and a commitment to furthering our art are all essential qualities we prize. And in a world that emphasizes passivity, the Arts cultivate an active sense of living. Imagine and create much, use your hands, feel your bodies, read much, limit social media and video games, have hobbies and passions. In this manner, we seek to inspire a passion for learning, a discipline and commitment supported by reflection, self-assessment, critical and creative thinking. These habits of heart and mind unfold in a developmental arc, from the concrete toward the abstract, the simple to the complex. Attention to the appropriateness of activity and media, content and form, helps nurture a deeply imaginative practice of the Arts that seeks its own truth.

A school of the arts connects us to body and spirit, nature and culture. To practice the Arts also means to connect with the subject of our art – to be in our bodies and open our spirit, to be inspired and connected with nature and to draw on the repository of tradition that is embedded in global culture. In all that, there is growing awareness of interconnection. We become conscious of our feelings and emotions, our dreams and aspirations. We assess the impact and relationship between things. We honor this awareness of interconnection by considering the attitudes we hold, the way we treat others, the things we buy, the food we eat, and the activities in which we engage. We examine the ecological and the social impact of what we do, seeing the worth of all creatures and all people.

A school of the arts develops collaboration, respect, compassion, and conciliation. If we are interconnected, then we are already collaborators. This is basic to the experience of the artistic process - to be in relationship, to work with others, to communicate with an audience. In the same spirit, we promote a collaborative spirit among students and teachers, parents, and staff. Parents, students, teachers and staff all share the responsibility of governing the school. Volunteers make the rich opportunities of the school possible, in countless activities ranging from classroom and office help to field studies and fundraising. As collaborators, we think the best of each other, resolving conflict in ways that are open and compassionate, healing and conciliatory. This extends from the playground to the council meeting, with all members seeking to model action that serves the good of all.

A school of the arts empowers us to be of service and make a difference. This collaborative, community-mindedness leads directly to citizenship and service. The Arts are expression but also discourse. Part of what a school of the arts can offer to the community is the solace and insight that they bring. We see our role as facilitators of the Arts in the community, enriching it with dance and theater, exhibitions and performances, collaborating with other artists, promoting and assisting the vision of arts-based education with other educational entities. And if the Arts can awaken compassion for others, then a fundamental expression of our artistic purpose should be to seek ways to help in the most basic of manners. Food for the hungry, clean rivers for the fish, visits to the elderly, the planting of trees, and the donation of money to good causes all have their place in this spirit of service. For if we understand how the world has given to us, we then naturally wish to return those gifts.

A school of the arts teaches us the art of living. In the end we seek not so much to create artists, as to nurture an artistic attitude and practice. A life immersed in the Arts leads naturally to the successful practice of the art of living. To go into the world

with tools of heart and mind able to meet any challenge, with vision and understanding sufficient to see deeply into things, with creativity, resourcefulness, honesty, courage and compassion enough for the many uncertainties of life — this is what we seek for our children, our community and our world.

C. WHOM THE SCHOOL IS ATTEMPTING TO EDUCATE

NCSA provides an equitable and engaging learning experience for all students in transitional kindergarten through eighth grade. Our students receive greater opportunities in the visual and performing arts, a challenging academic curriculum, and a program that values field studies experiences outside the school.

TK teachers shall have the appropriate qualifications, as set forth in Education Code Section 48000(g), to work with this age group, and the Charter School shall maintain the TK classroom pupil to adult ratio set forth in law.

D. WHAT IT MEANS TO BE AN EDUCATED PERSON IN THE 21ST CENTURY

Former U.S. Commission of Education, Ernest Boyer, summarized his recommendations at the National Endowment for the Arts Conference in 1994:

"Here, then, is my conclusion. First, we need the arts to express feelings words cannot convey. Second, we need the arts to expand the child's way of knowing and to bring creativity to the Nation's classrooms. Third, we need the arts to help students integrate their learning and discover the connectedness of things. Fourth, we need the arts in education to help children who are emotionally and physically restricted."
(U.S. Dept. of Education, 1997.)

The arts distinguish education at NCSA. Our program is interdisciplinary at its core, exploring the ground where science, history, literature, and art meet. NCSA provides a rigorous academic curriculum in which students have the opportunity to create art, understand its cultural and historical context, and respond to, and make critical judgments about, art. In this setting two tenets are important: art is a lens through which we see the world, and the production of art has inherent value. NCSA is not an "art school" in the sense that it does not solely produce or attract "artists." There are many students here who do not identify themselves as "artists" or even as "artistic," but who are nonetheless expressing themselves through the arts, and comprehend their academic studies through artistic expression, be it story, dance, painting, fiber arts, martial arts or musical composition.

E. NCSA IDENTIFIES AN EDUCATED PERSON AS ONE WHO:

- Uses the arts as a lens to see and comprehend the world.
- Has facile command of written and oral communication skills.
- Has the ability to think critically, analytically, logically, and creatively.
- Uses math processes competently in daily living.
- Has the ability to gather, organize, and communicate information, using various tools, including technology.
- Acts with self-direction, self-motivation, and self-reflection.
- Has strong citizenship and leadership ability and a developed sense of social responsibility.
- **Works towards ensuring equal access to opportunities and achievement for all people.**
- **Can understand stereotypes and their counternarratives, along with systems of oppression and learn how to intervene and interrupt injustice when confronted with it.**
- Values relationships and works collaboratively with others.
- Has the confidence to freely express oneself through desired artistic avenues.
- Can appreciate and critically respond to visual, musical, and theatrical art pieces created by others.

F. HOW LEARNING BEST OCCURS:

In keeping with our philosophy, NCSA believes that learning best occurs when:

- Parents play an essential role in their children's education.
- Art is offered as a valuable lens through which to view the world.
- Education is viewed as a lifelong process.
- Educational experiences go beyond the schoolyard and school day.
- Multiple intelligences are recognized and honored.
- A variety of learning modalities are acknowledged and addressed.
- Instructional activities are integrated and meaningful.
- Process and product are valued, and the focus is on learning to think, to gain access to information, and to communicate acquired knowledge and to take risks.
- Student choice, input and responsibility are valued, promoted, and acknowledged.
- Adult-student ratio is low.
- Instruction is developmentally and culturally appropriate.

G. EDUCATIONAL GOALS

- To encourage students to be self-motivated, competent, lifelong learners through self-directed learning opportunities initiated and pursued through collaboration between students, parents, and teachers
- For students to perform and achieve as well as or better than students in traditional California public schools by the end of 8th grade
- For students to demonstrate integrated learning across major subject areas
- To provide experiences and activities which develop the whole child academically, socially, emotionally, culturally and physically

Key Aspects of the NCSA Program:

- The arts are essential to the curriculum both as the means for comprehending and adding depth to academic studies and as a distinct area of study
- Extensive Main Lesson classes are part of daily instruction
- Music classes and music electives enhance the regular curriculum
- Balance in learning components that include instruction and discovery, individual and cooperative work, and assessment
- A holistic approach to curriculum planning, instruction, and assessment that honors the developmental journey of each child and nurtures both academic excellence and the art of living based on Arts Integrated Curriculum, the 5 Dimensions of Engaged Teaching and Learning and Mindfulness
- Arts Integrated Curriculum approaches art instruction through a collection of disciplines, including art production, art criticism, art history and art aesthetics based on the California State Visual and Performing Arts Standards
- The 5 Dimensions of Engaged Teaching (Solution Tree, 2013) offers practices, principles, stories and activities that support educators to:
 - Develop and sustain a reflective teaching practice
 - Integrate social, emotional and academic learning in the classroom, and
 - Cultivate a positive school-wide culture

Additionally, this practice is based on research that illustrates the powerful impact of a teacher's presence in the classroom; the importance of student engagement and participation in learning; the critical role of relationships and cultural contexts within a classroom and school; and the ways social, emotional, cultural and academic learning are inextricably connected.

- Positive Discipline and Mindfulness Practice in Every Classroom
 - Introduces students to the ideas of responding rather than reacting and identifying their emotions
 - Teaches self-awareness, focus, and emotional regulation
 - Prepares teachers for calm, empathetic classroom management skills
 - Allows adults to recognize the "belief behind the student's behavior"
 - Connect before we Correct

H. ATTENDANCE

NCSA expects, on average, to meet an Average Daily Attendance (“ADA”) rate of at least 94% as evidenced by school attendance records. NCSA will strive for attendance meeting or exceeding 96% ADA by making regular efforts to educate families about the importance of school attendance for their students’ learning. NCSA also will utilize academic recovery next year as approved by the state to help students regain time lost due to absences.

NCSA meets the minimum number of days and minutes as required by ed code.

*Please refer to **Appendix B** for our calendar, instructional minutes, attendance policy and our School Attendance Review Board (“SARB”) policies.*

I. MULTI TIERED SYSTEM OF SUPPORTS

NCSA’s plan for neurodiverse students is modeled based on the Multi-Tiered System of Supports (“MTSS”) framework. Our goal is to meet the academic, social and emotional needs of all our students using a three-tiered system of support.

Tier One (Prevention) includes high quality classroom instruction delivered by well qualified teachers and regular assessments of all students to monitor their progress toward reaching grade level benchmarks. The use of Universal Design for Learning is essential in this first tier.

Tier Two: Response to Intervention (“RTI”) includes targeted group intervention in class or outside of the classroom for students who are not meeting grade level benchmarks. During Tier Two, students are referred to the Student Success Team (“SST”).

Tier Three (Intensive Intervention) includes more intensive and possibly individual intervention for students who continue to be at promise. At this level, a student may be assessed and found to qualify for special education according to the Individuals with Disabilities Education Improvement Act.

Student Success Team

The Student Success Team, includes the parents, the teacher, and other school personnel or interested persons, and uses a systematic problem-solving approach to assist students with any concerns that are interfering with success. The SST clarifies problems and concerns, develops strategies, organizes resources, provides a system for school accountability, and serves to assist and counsel the parent, teacher, and student. An SST is a general education function. All students can benefit from an SST, including, but not limited to, those students achieving below grade level, those who are achieving above grade level and require greater challenge, and students who have experienced emotional trauma, behavioral or language issues.

SST members identify the specific academic areas of need for low achieving students and plan interventions that are monitored and reviewed at subsequent meetings.

Individualized Education Program (“IEP”) may include specific modifications within the classroom, resource materials, and referral to supplementary programs,

which target specific academic skills. In addition to the SST and IEP processes, NCSA uses research-based assessment tools (e.g., Orton-Gillingham phonics and spelling assessments, the *Developmental Reading Assessment*, i-Ready Reading and Math, Math screeners, Lexia CORE) to refer students who struggle with reading or math to programs that can help improve their skills.

Anyone who has a concern for a student can refer that student to SST for consideration. Anyone connected with the student can be included in the SST to provide information about the student, including strengths, concerns, and strategies that have been used in the past. Team members may include but are not limited to teachers, parents, counselors, doctors, administration, social workers, and law enforcement. The meeting is designed to bring out the best in the people involved.

NCSA programs that target the needs of academically low achieving students include:

- Leveled reading groups
- Several one-to-one paraprofessionals to allow students access to the general education classroom
- A Reading/Math Specialist who pushes in and pulls students out for specialized instruction
- Differentiated math, writing, reading, and spelling approaches to meet different student learning levels in the classroom (such as the teacher challenging students with different levels of math problems during classroom activities)
- Movement/sensory integration activities incorporated into regular classroom learning in the early grades, to support the motor/sensory development that research shows are the foundations for academic learning
- On-line, standards-based programs that re-teach specific skills (i.e. i-Ready, Lexia Core, IXL)
- Orten-Gillingham approach to teaching reading and spelling
- Therapeutic Learning Center
- Mental Health Counselor in addition to our Educationally Related Mental Health Services (“ERMHS”) provider

After implementation of an SST plan and follow up, the plan will be further reviewed/revise to address concerns that have not been adequately addressed and/or effectively resolved. In addition, a referral for special education assessment might be deemed appropriate through the SST process.

All grade level teachers meet or have telephone conferences with at-risk students and their parents when necessary, throughout the year. The result of such meetings may be a plan that has consensus on how to support the individual student, with specific responsibilities delegated to the students, parents and teachers.

J. SERVING STUDENTS WITH DISABILITIES

NCSA's special education program is based on a full-inclusion model with the goal of providing the least restrictive environment to all students. To the greatest extent possible, students are served through a general education classroom with limited pull-out services regardless of their disability. Students may receive additional support outside of the general education environment based on their individualized needs. NCSA believes a full-inclusion model benefits all students on the campus by providing a diverse and accepting learning environment while assisting all teachers and instructional staff in developing skills to serve a diverse student population. A full-inclusion model is centered on push-in support and co-teaching for students served through special education. Education Specialists and paraprofessionals provide academic support aligned to each student's Individualized Education Program goals. When necessary, additional intensive (Tier-3) academic support is provided by the Education Specialist outside of the general education classroom. Speech, Psychological Services, Occupational Therapy Services, Adaptive Physical Education, Behaviorist Services, Physical Therapy, and Assistive Technology Services are provided as push-in and pull-out services outside of general education classrooms. However, to the greatest extent possible NCSA strives to have all services provided as part of core instruction in alignment with our full-inclusion model. General education teachers utilize small group instruction, workshop models, Universal Design for Learning, and differentiation to support students with disabilities in their classrooms. As part of the Charter School's special education services, collaboration between the general education teachers and special education staff including Education Specialists and paraprofessionals occurs on a weekly basis as part of grade level team meetings. The collaboration provides the Education Specialist and general education teacher an opportunity to plan for co-teaching and unified supports for students with disabilities. Nevada City School of the Arts shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504, the ADA, and the IDEA.

NCSA is an independent local educational agency ("LEA") member of the Nevada County Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a). In the event the Charter School seeks membership in a different state-approved SELPA, the Charter School shall provide notice to the County, the SELPA, and the California Department of Education before June 30th of the year before services are to commence.

NCSA provides special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA. NCSA provides services for special education students enrolled in the Charter School. NCSA follows SELPA policies and procedures and utilizes SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints and maintaining the confidentiality of pupil records. All children shall have access to NCSA and no student shall be denied admission to NCSA due to the nature, extent, or severity of their disability or due to the student's request for, or actual need for, special education services. The specific way special education and related services is provided and funded is set forth in the Nevada County SELPA Local

Plan delineating the respective responsibilities of the Charter School and the SELPA. The SELPA Local Plan, as well as the SELPA's policies and procedures, includes provisions related to staffing, notification and coordination of special education services, identification and referral (child find), assessments, IEP meetings, development and implementation, student placement, complaint procedures, and due process hearings. The Charter School is subject to the allocation plan of the Nevada County SELPA. A copy of the SELPA Local Plan is available upon request.

K. SECTION 504 OF THE REHABILITATION ACT

Nevada City School of the Arts recognizes its legal responsibility to ensure that no qualified person with a disability shall, because of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

A 504 team shall be assembled by the School Director or designee and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team shall review the student's existing records; including academic, social and behavioral records, and is responsible for deciding as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which shall evaluate the nature of the student's disability and the impact upon the student's education. This evaluation shall include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA shall be made by the 504 team. If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free appropriate public education (“FAPE”).

In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the school’s professional staff. The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary. All 504 team participants, parents, guardians, teachers and any other participants in the student’s education, including substitutes and tutors, must have a copy of each student’s 504 Plan. The School Director/Designee shall ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that the teacher reviews the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student’s file. Each student’s 504 Plan shall be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

L. ENGLISH LEARNERS

The Charter School will meet all applicable legal requirements for English Learners, including long-term English Learners or English Learners at risk of becoming long-term English Learners, as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Home Language Survey

The Charter School will administer the home language survey upon a student’s initial enrollment into a California public school (on enrollment forms).

English Language Proficiency Assessment

All students who indicate that their home language is other than English will be tested with the English Language Proficiency Assessments for California (“ELPAC”). The ELPAC has four proficiency levels (Level 4: Well Developed; Level 3: Moderately Developed; Level 2: Somewhat Developed; and Level 1: Minimally Developed) and is aligned with the 2012 California English Language Development (“ELD”) Standards.

The ELPAC consists of two separate assessments and an alternate assessment for students with significant cognitive disabilities: Initial Assessment (“IA”) - The ELPAC IA

is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student's time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA, or the Alternate Assessment, is given to students in grades K–12 whose primary language is not English to determine their English proficiency status. Summative Assessment (“SA”) - EL students at NCSA will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability. The ELPAC SA and IA or the Alternate Assessment are assessments administered in six grade spans—TK, K, 1, 2, 3–5, 6–8. In kindergarten and grade 1, all domains are administered individually. In grades 2–8, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC IA and SA will be administered via a computer-based platform, while the ELPAC Writing Domain for Kindergarten through 2nd grade will continue to be administered as a paper-pencil test. Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year. The IA testing window will be year-round (July 1–June 30).

Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year. The SA testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window. NCSA will notify all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from the publisher.

The ELPAC shall be used to fulfill the requirements under ESSA for annual English proficiency testing.

L. RECLASSIFICATION PROCEDURES

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English –(See Board Policy #204)

M. ENGLISH LEARNERS AND CORE INSTRUCTION

EL students will have daily access to the core curriculum and will be taught in an English language program (designated/integrated ELD) with support in the form of in-class help, which will help EL students access the core curriculum, and/or small group instruction developed to meet the specific language needs of the student.

Instruction techniques, assessments, materials and approaches will be focused on communicative competence and academic achievement covering listening, speaking, reading, and writing skills (aligned with State Standards) in all areas of the curriculum. EL students will receive EL and core content instruction appropriate for their English proficiency and grade levels.

In addition, the instructional program for NCSA is designed to promote language acquisition and proficiency, oral language development, and enriched learning opportunities for all EL students in the following ways:

- Students will interact through cooperative learning activities
- Students will make oral presentations in all content areas
- Students will collaborate for group performance and reports
- Students will be provided with learning opportunities in recreation and performing arts
- Students will be provided academic tutoring
- Students will receive daily English language development instruction according to their English language proficiency levels as identified by ELPAC testing

N. TEACHER QUALIFICATIONS AND TRAINING

All teachers at NCSA hold the required supplemental credentials allowing them to teach English Learners in their classes. Teachers of EL students have been trained to use appropriate differentiated instruction to reach all levels of English proficiency in accordance with federal law. NCSA's curriculum, with an emphasis on an art integrated and culturally diverse teaching methodology, addresses the needs of English Learners.

ELEMENT 2: MEASURABLE PUPIL OUTCOMES

Governing Law: The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and aptitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. Education Code Section 47605.6(b)(5)(B)

Nevada City School of the Arts believes a variety of pupil assessments must be used to measure progress, achievement and growth for the diversity of student outcomes we have established. The collection of tests included in the CAASPP assessment system will be used as one measurement of academic success in alignment with Education Code Sections 47607 and 47607.2. Local assessments, such as i-Ready assessments, performance assessments, and surveys will also be used by NCSA to assess its students and demonstrate the measurable student outcomes. As measured by classroom assessments, local assessments, and standardized state tests, students will demonstrate the following:

A. CORE ACADEMIC SKILLS

Developmentally appropriate or age-appropriate mastery of core academic skills including:

English Language Arts: Students are literate and articulate and can demonstrate reading, writing, listening and speaking skills. Students can communicate clearly to others both orally and in writing using a variety of means of expressions. Students can comprehend and interpret a variety of forms of written expression.

- Students will be able to comprehend and analyze diverse literature from each genre including fiction, poetry and drama.
- Students will demonstrate proficiency in writing informative, narrative and argumentative essays.

Mathematics: Students can reason logically and understand and apply mathematical concepts, processes and techniques. Students can make sense of problems and persevere in solving them.

- Students will be able to reason logically and understand mathematical concepts in the abstract and in the real world by:
 - Making sense of problems and persevere solving them.
 - Attending to precision.
 - Reasoning abstractly and quantitatively.
 - Constructing viable arguments and critique the reasoning of others.
 - Modeling with mathematics.
 - Using appropriate tools strategically.
 - Looking for and making use of structure.

- Looking for and expressing regularity in repeated reasoning.

History/Social Studies: Students have knowledge and understanding of a variety of cultures around the world, including their own history and geography.

- Students will demonstrate the ability to understand how individual ideas, values and actions have consequences on them and around them in both their small communities and in the larger world. In doing so, they will develop a sense of the historical process.
- Students will demonstrate the ability to understand how physical geography impacts culture, especially in the development of civilizations and communities.
- Students will be able to comprehend and analyze diverse social studies resources, including traditional textbooks, non-fiction sources, newspapers and audio and video recordings and interviews.

Science: Based on the Next Generation Science Standards (“NGSS”) students understand general principles of scientific methods and inquiry and can apply these to life science, physical science and earth science. Students can think critically, analytically, logically and creatively. Students can demonstrate the ability to gather, organize and communicate information, using various tools, including technology. The eight practices of science and engineering that the Framework identifies as essential for all students to learn are described in detail are listed below:

1. Asking questions (for science) and defining problems (for engineering)
2. Developing and using models
3. Planning and carrying out investigations
4. Analyzing and interpreting data
5. Using mathematics and computational thinking
6. Constructing explanations (for science) and designing solutions (for engineering)
7. Engaging in argument from evidence
8. Obtaining, evaluating, and communicating information

Visual and Performing Arts:

- Students will be able to express themselves in a variety of styles and forms in the fine arts of music, drama, dance, movement and the visual arts.
- Students will demonstrate the ability to critically respond to the artistic works of others.
- Students will understand the influences and importance the arts have upon core subject matter.

Physical Education/Movement:

- Students will demonstrate physical fitness and the ability to participate in and appreciate recreational activities.

Lifelong Learning Skills:

- Students will demonstrate strong citizenship and leadership skills by working cooperatively with others to plan, initiate and complete projects, and engage in responsible, compassionate peer relationships.
- Students will develop effective study skills and habits, i.e., note taking, library research, and studying strategies. They will have the ability to persevere and complete a project, as well as to reflect on and evaluate their own and others' work.
- Students will have computer keyboarding and Internet research competencies.
- Students will participate in a variety of community and social events, including community service, public performances and more.

B. MEASURABLE OUTCOMES ALIGNED WITH THE EIGHT STATE PRIORITIES

Pursuant to Education Code Sections 47606.5(b)(5)(A)(ii) and 47605.6(b)(5)(B), a reasonably comprehensive description of NCSA's annual goals, actions, and measurable outcomes, both schoolwide and for each subgroup of pupils, in and aligned with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Charter School's Local Control and Accountability Plan ("LCAP"). Each of these goals addresses the unique needs of all students attending the Charter School, including our numerically significant student subgroups.

The current LCAP is on file with the County and is in Appendix [insert]. The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education and reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter term. The Charter School shall submit the LCAP to the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall also present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled Charter Governance Council ("Board") meeting.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter and shall be maintained by the Charter School at the school site.

In addition to the specific academic outcomes described in the NCSA's LCAP, The Ends Policies describe the ultimate goals that NCSA continually strives for and which the Charter Governance Council monitors yearly.

Ends Policies

Nevada City School of the Arts exists so that students, families, staff and the greater community have:

1. Arts Based Choice for Education

The academic education we provide should have clearly defined arts integration practices. Academics should be infused with each form of art - dance, visual, music and performance - so that student learning is more meaningful. Students should leave NCSA having been exposed to art in all its forms and are therefore able to understand how art influences our world. Ultimately, they should be able to artistically communicate their understanding of a subject to an audience.

2. An educational institution that facilitates academic, artistic, and social-emotional achievement

- a. *“Academic Achievement”* means our students' overall ability to access and utilize the skills and standards taught in our main lesson classes from grades TK through 8th grade.
- b. *“Artistic Achievement”* to mean our students' ability to use art as a means of expressing their understanding of the larger world.
- c. *“Social-Emotional Achievement”* to mean our students' ability to self-regulate as well as show compassion, understanding and respect for others across all differences.

3. Safe, respectful, and equitable conditions for learning and working.

NCSA is continuously aware of the abilities, identities and races of our students, families and staff and actively work to create an environment that supports all school members thereby ensuring that students, families and staff get what they need in order to access their fullest potential at NCSA.

4. A collaborator and contributor to the greater community.

At NCSA, our primary purpose is to educate students so that they are successful in high school and beyond. This means our students are able to successfully graduate from 8th grade with an ability to navigate the world and their continuing educational goals effectively and are active participants in their community to create a positive difference.

Element 3: Measurement of Pupil Progress

Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605.6(b)(5)(C).

Nevada City School of the Arts meets all statewide standards and conducts all student assessments required by statute and applicable to students in non-charter public schools. The academic progress of NCSA students is measured through a variety of standardized assessments. Each of these measures progress towards intended pupil outcomes. NCSA may add or modify assessments as necessary or required by future legislation.

Twice yearly, at the Fall and Spring parent/teacher conferences, teachers provide families with detailed academic and anecdotal reports of progress and challenges at school. Families are also encouraged to schedule informal meetings throughout the school year with their child’s instructors to discuss progress, issues and challenges. These meetings help teachers and parents become an educational development team for students and are especially important for families who have limited time to volunteer in the classroom.

To keep families further apprised of their child(ren)’s learning and development at NCSA, K-5 Common Core aligned progress reports are sent home for all students twice a year. The middle school sends monthly progress reports to all families and final report cards at the end of each semester.

*Please see **Appendix C** for sample progress reports and reports cards.*

- **Progress** is tracked for each student through a series of regular assessments conducted by classroom teachers. Parents are kept informed through formal and informal conferences and semester reports.
- A system of **annual assessments** including standardized testing, classroom assessments and performance assessments for each grade provide information to determine whether students are meeting, exceeding or progressing towards grade level standards. This information is communicated to parents in a report at the end of each school year and is used to develop appropriate programs and interventions to meet student needs (*Figure 13*).
- Performance standards and assessments for students with special needs or **Limited English Proficiency** will be adapted as appropriate to their **Individualized Education Programs** or English Proficiency levels.

Name of Assessment	Purpose for Administering	Grades Assessed	Month
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CAASPP	Measure Student Performance against State and National Schools school-wide and by significant subgroups.	3rd - 8th	March - May
ELPAC	Evaluate English language fluency	TK - 8th	As Needed
i-Ready Reading & Math	Assess core reading and math skills	K -6th	September, February and May
Orton-Gillingham	Assess phonemic awareness and gaps in spelling rules	K - 5th	September, February and May
Writing by Design	Assess students' abilities in the six areas of writing	1 st -8 th	September/May
California Science Test ("CAST")	Assess student's science knowledge	5th & 8th	Annually
Student Progress Reports and Report Cards	Assess student progress in academic, social, and motor skills based on classroom assignments and teacher observation.	TK-8	January/June
Oral Recitations, Presentations, Reports, Performances, Exhibits, and Demonstrations	Observe student presentations of work completed. Presentations/performances will take place in the classroom, at periodic school-wide assemblies and on stage.	TK-8	Throughout the Year
Physical Fitness Testing ("PFT")	Measure student physical fitness against state criteria; teachers and parents share information/develop strategy to support students' fitness if needed.	5th & 7th	April - May

Figure 13

California Assessment of Student Performance and Progress

The state’s assessment system is aligned to the Common Core State Standards, History-Social Science Framework, NGSS, ELD Standards, and remaining State Content Standards (collectively referred to herein as “State Standards”). NCSA recognizes that in teaching an integrated curriculum inspired and informed by the arts, some subjects may be taught in different grades and therefore earlier or later than suggested in the CCSS. Regardless of this, NCSA curriculum will meet or exceed the CCSS over the course of our kindergarten through 8th grade curriculum and our students will achieve growth from year to year, as measured by the CAASPP.

Criteria-based Pre-and Post Assessments

In this category, we will most commonly use four assessments. We may add or substitute other assessment tools if the school director and faculty determine them to be more useful in promoting student learning. The assessments currently used in this category are:

(1 & 2) i-Ready is a research-based assessment for sight word knowledge, reading fluency, and reading comprehension and core math skills

(3) Orton-Gillingham Assessments gives teachers an indication of students’ phonemic awareness at each grade level.

(4) Writing by Design Assessment Rubric focuses on the six most important traits in writing: Ideas, Voice, Conventions, Organization, Word Choice, and Fluency.

Use and Reporting of Data

NCSA will comply with state and federal law in collecting and reporting student and school performance and demographic data. This will include preparation and distribution of an annual School Accountability Report Card (“SARC”) and the Dashboard to provide parents and the community with descriptive and comparative information about the school.

*Please see **Appendix D** for a full copy of NCSA’s 2024 School Accountability Report Card.*

NCSA shall collect and analyze student performance data each year and shall utilize the data to monitor and improve the school’s educational program. NCSA has created a data collection system which is updated each year to track for academic improvement based upon student performance data.

Because our program is developmentally based, NCSA will base grade-level promotion on student age and developmental readiness. Additional support will be given where needed to help students strengthen academic skills to meet grade-level standards. Eighth grade learning will culminate in the requirement that students complete an eighth-grade project focusing on a specialized area of interest, giving an oral and written report and an artistic presentation describing the project.

Staff will receive data on student achievement during regularly scheduled staff and team meetings and will use this data to help monitor and improve NCSA’s educational program.

Parents and guardians will receive data on student achievement at least two times per year in kindergarten through 8th grades. Additional correspondence will be provided when necessary. More frequent progress reports will be provided in the upper grades, e.g., bi-monthly progress reports.

ELEMENT 4: LOCATION OF CHARTER SCHOOL

Governing Law: The location of each charter school facility that the petitioner proposes to operate. Education Code Section 47605.6(b)(5)(D).

The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. Education Code Section 47605.6(h).

NCSA operates as a classroom-based instructional program within the geographic boundaries of Nevada County, at 13032 Bitney Springs Road in Nevada City, California.

ELEMENT 5: GOVERNANCE STRUCTURE

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. Education Code Section 47605.6(b)(5)(E)

NCSA has operated as a California nonprofit public benefit corporation since November 2007 and is approved to operate as a 501(c)(3) tax exempt corporation from the Internal Revenue Service and the State of California. Tax ID #45-3591730

The Charter School will operate autonomously from the County, except for the supervisory oversight as required by statute and other contracted services as may be negotiated between the County and the Charter School. Pursuant to Education Code Section 47604(d), the County shall not be liable for the debts and obligations of the Charter School, operated as a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions, by the Charter School, if the County has complied with all oversight responsibilities required by law.

Attached, as Appendix [INSERT], please find the Charter School Articles of Incorporation, Bylaws, and Conflict of Interest Code.

NCSA's Charter Governance Council and staff members follow written bylaws to ensure governance in accordance with the charter and with the Brown Act. The bylaws contain clear provisions for making necessary changes in the organization and include a description of the relationship between staff, the board and committees, as well as how each group is selected.

In 2016, the Charter Governance Council made the next step in goal setting and transitioned to an entirely new system of governance using Ends Policies to further promote school success. The Charter School adopted the Policy Governance model created by John Carver and as a result, the Charter School developed the following Ends Policies:

Nevada City School of the Arts exists so that students, families, staff and the greater community have:

- an arts-based choice for elementary education
- an educational institution that is a source of academic, social, emotional, and artistic achievement
- a safe and respectful environment for all
- collaborator and contributor to the community

As noted earlier, these Ends Policies are monitored by the Board at the end of each year.

Furthermore, each month the School Director submits a series of reports detailing the Executive Limitations they cannot break. They are as follows:

- B – Global Executive Constraint
- B1 – Financial Conditions
- B2 – Planning and Budgeting
- B3 – Asset Protection
- B4 – Treatment of Parents and Students
- B5 – Staff Treatment and Compensation
- B6 – Communication to the Council
- B7 – Council Logistical Support
- B8 – School Director Succession

The Board and staff adhere to a written conflict of interest policy which conforms to applicable State laws for non-profit corporations. Board members and certain staff members file Forms 700 annually with the California Fair Political Practices Commission, as required for public agencies. Board members shall complete AB 1234 Ethics Training as required by Government Code 53234.

Bylaws specify the composition of the board which requires a minimum of 5 and a maximum of 9 members. In electing board members, families are invited to nominate candidates for board seats and the Board selects from nominated candidates based on majority vote.

The Board is responsible for formal policy-making, and the School Director of the Charter School is responsible for making decisions and implementing programs consistent with school policy.

The Board shall meet regularly, and in accordance with the Brown Act and Education Code Section 47604.1. The Board of Directors will attend an annual in-service for the purposes of training individual board members on the responsibilities with topics to include, at minimum, ethics, conflicts of interest, and the Brown Act.

*Please refer to **Appendix E** for information concerning Governance structure.*

Parental Involvement in Governance

Parents make up the entirety of the Governance Council at NCSA.

ELEMENT 6: EMPLOYEE QUALIFICATIONS

Governing Law: The qualifications to be met by individuals to be employed by the charter school. Education Code Section 47605.6(b)(5)(F)

Teachers shall hold the certificate, permit, or other document required for their certificated assignment, consistent with Education Code Section 47605.6(l)(1).

Teachers will be responsible for overseeing students' academic progress and for monitoring grading and matriculation decisions as specified in the Charter School's operational policies.

NCSA may employ or retain non-certificated instructional support staff in any case where a prospective staff member has an appropriate mix of subject matter experience, professional experience, and the demonstrated ability to work successfully in an instructional capacity with our target population. Instructional support staff will not assign grades or approve student work assignments.

NCSA will seek administrative staff and operational staff who have demonstrated experience or expertise in the issues and work tasks required of them and will be provided professional development opportunities to ensure that they remain abreast of all relevant changes in laws or other operational requirements. The School Director of NCSA will have a master's degree and administrative credential.

In recognizing the importance of fiscal responsibilities in managing a public charter school, NCSA will seek and secure individuals with demonstrated abilities to perform the duties of the Charter School business manager.

*All job descriptions are in **Appendix F**.*

ELEMENT 7: HEALTH AND SAFETY PROCEDURES

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:

- (i) That each employee of the charter school furnishes the charter school with a criminal record summary as described in Section 44237.*
- (ii) For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (K), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (L) of paragraph (2) of subdivision (a) of Section 32282.*
- (iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school. Education Code Section 47605.6(b)(5)(G)*

NCSA has adopted and implemented a comprehensive set of health, safety, and risk management policies. These policies were developed in consultation with the Charter School's insurance carriers and address, but are not limited to, the following topics:

Detailed procedures in the School Safety Plan for addressing the following health and safety scenarios involving students, staff, and/or visitors to be reviewed and updated by March 1 of each year.

- Child abuse reporting procedures and annual mandated reporter training
- Notification of dangerous students
- Discrimination/Harassment
- Schoolwide dress code
- Safe Ingress and Egress Procedures
- Bullying-Cyberbullying Prevention
- Suspension and Expulsion Policies
- Disaster Response Plan
- Safe and Orderly Environment Conducive to Learning
- Rules and Procedures on School Discipline
- Procedures for Conducting Tactical Responses to Criminal Incidents
- Procedures to Assess and Respond to Report of Dangerous, Violent, or Unlawful Activity
- Protocol for opioid overdose
- Prevention of Human Trafficking
- Documentation of immunizations to the extent required for enrollment in public schools. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster. Notification of human papillomavirus ("HPV") under Education Code Section 48980.4 and Health and Safety Code Section 120336
- Annual vision, hearing, and scoliosis screenings (Education Code Section 49450, *et seq.*)
- First aid/CPR training for instructional and administrative employees
- Sexual harassment training for all employees, students, including student-to-student
- Type 1 diabetes informational materials made accessible when pupil is first enrolled in elementary school. Type 2 diabetes information provided to parents of incoming 7th grade students (Education Code Section 49452.7)

- Tuberculosis risk assessment and examination prior to commencing employment and working with students (Education Code Section 49406)
- Annual blood borne pathogens safety training
- A drug, alcohol, and smoke-free workplace
- Administration of prescription drugs and other medicines. Adherence to Education Code Section 49414 regarding epinephrine auto-injectors.
- Criminal background checks and a criminal record summaries (Education Code Sections 44237 and 45125.1)
- Comprehensive Sexual Health Education
- School Meals
- Suicide Prevention Policy
- Availability of Menstrual Products
- All Gender Restrooms
- Recess (Education Code Section 49056)
- California Healthy Youth Act
- Mental Health Education and Information
- Workplace Violence Prevention Plan
- Supporting LGBTQ IA+ Students
- SAFETY Act
- Homicide Threats
- Gun Safety Notice
- Athletic Programs

*All the above policies are attached in **Appendix G**.*

These policies will be incorporated, as appropriate, into student and staff handbooks and will be reviewed on an ongoing basis.

The School Safety Plan shall be drafted specifically to meet the needs of the facility in conjunction with law enforcement and the Fire Marshal. Staff shall receive training in emergency response, including appropriate “first responder” training of its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder or student brings concerns regarding the procedures to the School Director, and, if there is merit to the concern, the School Director shall direct the School Safety Plan to be modified accordingly.

Facility Safety

NCSA shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. NCSA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are always maintained in an operable condition. NCSA shall conduct fire drills as required under Education Code Section 32001.

ELEMENT 8: STUDENT POPULATION BALANCE

Governing Law: The means by which the school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the county board of education to which the charter petition is submitted. --Education Code Section 47605.6(b)(5)(H)

NCSA will develop and maintain a policy of nondiscrimination in all areas of its operations and shall not discriminate against any pupil based on race or ethnicity, religion, sexual orientation, nationality, gender, gender identity, gender expression, or disability, or any of the characteristics listed in Education Code Section 220. NCSA will strive to achieve a racial and ethnic, special education, and English learner balance among its students that is reflective of the general population within the County. NCSA recruits students in various areas of the community, translates their applications to Spanish, advertises locally in several community publications and gives priority to the students from the local school district.

Nevada County/NCSA/GVSD/NCSD Demographic Data Comparison - 2022-23								
	White	Hispanic or Latino	Asian	African American	American Indian and Alaska Native	Two or More Races	SWDs	Economically Disadvantaged
Nevada County	66%	23%	0.8%	1%	0.8%	6%	17%	65%
NCSA	75%	12%	0.2%	0.2%	0.2%	11%	13%	48%
GVSD	71%	20%	2%	0.9%	1.6%	4%	16%	59%
NCSD	82%	9%	1.3%	0.9%	0.7%	6%	14%	35%

Governing Law: The manner in which annual, independent, financial audits shall be conducted, in accordance with regulations established by the state board, and the manner in which audit exceptions and deficiencies shall be resolved. Education Code Section 47605.6(b)(5)(I)

An annual independent financial audit of the books and records of NCSA will be conducted as required by Education Code Sections 47605.6(b)(5)(I) and 47605.6(m). The books and records of NCSA will be kept in accordance with generally accepted accounting principles, and as required by applicable law and the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller’s K-12 Audit Guide.

NCSA shall contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices. The auditor will have at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in the applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The School Director or designee will review any audit exceptions or deficiencies and report to NCSA’s board with recommendations on how to resolve them. The board will submit a report to the county describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the County along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel (“EAAP”) in accordance with applicable law.

The independent financial audit of NCSA is a public record to be provided to the public upon request.

Element 10: PUPIL SUSPENSION AND EXPULSION

Governing Law: *The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:*

- (i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.*
- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:*
 - a. Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.*
 - b. Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.*
- (iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, involuntarily removed includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).*
- (iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child must receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and related information. Education Code Section 47605.6(b)(5)(j)*

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 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

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.

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.

Procedures

A. Grounds for Suspension and Expulsion of Students

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

B. Enumerated Offenses

1. Discretionary Suspension and Expulsion Offenses: Students may be suspended 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:
- 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; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the 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 students' confidentially 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 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:

- b) The student's name
- c) 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. 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 needs 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.

ELEMENT 11: EMPLOYEE RETIREMENT SYSTEMS

Governing Law: The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605.6(b)(5)(K)

Eligible certificated employees of NCSA will participate in the State Teachers' Retirement System ("STRS"), depending upon each individual's eligibility, and classified employees will participate in the Federal Social Security retirement system. The School Director will ensure that appropriate arrangements for retirement coverage have been made. NCSA will make all employer contributions as required. NCSA will also make contributions for workers' compensation insurance, unemployment insurance and any other payroll obligations of an employer.

ELEMENT 12: DISPUTE RESOLUTION

Governing Law: The procedures to be followed by the charter school and the county board of education to resolve disputes relating to provisions of the charter. Education Code Section 47605.6(b)(5)(L)

The Charter School agrees that every attempt should be made to resolve disputes informally before invoking a formal dispute resolution process. If informal processes have proven ineffective, the following dispute resolution procedures will be followed.

1. DISPUTES ARISING FROM WITHIN THE SCHOOL

Disputes arising from within the Charter School, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and board members of the Charter School, shall be resolved pursuant to policies and processes developed by the Charter School. The Charter School shall also maintain a Uniform Complaint Policy and Procedures and Title IX complaint procedures, as required by state and federal law. Parents, students, Board members, volunteers, and staff at the Charter School shall be provided with a copy the Charter School's policies and internal dispute resolution process.

The County shall not intervene in any such internal disputes without the consent of the NCSA board and shall promptly refer any complaints or reports regarding such disputes to the Board or its designee for resolution pursuant to the Charter School's policies. The County agrees not to intervene or become involved in the dispute unless the dispute has given the County reasonable cause to believe that a violation of this charter or related laws or agreements has occurred, or unless the Board of the Charter School has requested the County to intervene in the dispute.

2. DISPUTES BETWEEN THE CHARTER SCHOOL AND NCBE

If the Charter School or NCBE have disputes regarding the terms of this charter or any other issue regarding the Charter School and NCBE's relationship, both parties agree to follow the process outlined below:

In the event of a dispute between the Charter School and NCBE, the staff and board members of NCSA and NCBE agree to first frame the issue in written format and refer the issue to the County Superintendent and School Director of the Charter School. If NCBE believes that the dispute relates to an issue that could lead to revocation of the charter, this shall be specifically noted in the written dispute statement.

The School Director and County Superintendent shall informally meet and confer in a timely fashion to attempt to resolve the dispute. If this informal meeting fails to resolve the dispute, both parties shall identify two governing board members from their respective boards who shall jointly meet with the County Superintendent and School Director of the Charter School and attempt to resolve the dispute.

If this joint meeting fails to resolve the dispute, the County Superintendent and School Director, or their respective designees, shall meet to jointly identify a neutral, third-

party mediator. The format of the mediation session shall be developed jointly by the County Superintendent and School Director, or their respective designees, and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. Mediation shall be held within sixty business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the County and NCSA. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the County and NCSA.

3. OVERSIGHT, REPORTING, REVOCATION, AND RENEWAL

The County may inspect or observe any part of the Charter School at any time, but shall provide reasonable notice to the School Director of NCSA prior to any observation or inspection unless such notice would prevent the performance of reasonable oversight functions. The County shall endeavor to provide such notice at least three working days prior to the inspection or observation unless the school's board or director agrees otherwise. Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by the County.

If the Nevada County Board of Education believes it has cause to revoke this charter, the Board shall follow the process and procedures for revocation of the charter in accordance with Education Code Section 47607(f)-(h), and applicable regulations.

NCSA will submit quarterly fiscal reports in accordance with the timelines stated in Education Code Section 47604.33. NCSA and the County will jointly develop a timeline of other required ongoing monitoring documents, including deadlines of when the documents will be submitted, when reviewed, when feedback will be given to NCSA, and by when corrective action will occur. NCSA will be given reasonable time to take appropriate corrective action, unless the alleged violation presents an immediate threat to health or safety.

*Please refer to **Appendix K** for a copy of NCSA's 2023-2024 Oversight Review Document.*

ELEMENT 13: ADMISSION POLICIES 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)

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. If this happens, the Charter School will hold a public random drawing (or “lottery”) to determine admission for the impacted grade level, except for 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 NCSA²
2. Siblings of students admitted to or attending NCSA and grandchildren of employees at NCSA³
3. Siblings/children of alumni of NCSA⁴
4. Students currently enrolled at Margaret G Scotten School⁵
5. Students who reside within the Grass Valley School District⁶
6. Students who have remained on the waitlist for 2 or more consecutive years
7. Residents of Nevada County⁷
8. All other applicants

The Charter School and the County agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605.6(e)(2)(B)(i)-(iv).

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 which the student has applied, the opening will be filled in priority order. If there is more than one applicant in each 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

² 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.

³ A sibling is defined as a child who is a brother or sister by birth, adoption, marriage or legal domestic partnership.

⁴ Alumni priority is given to a child or sibling of a former student who successfully graduated from NCSA. Proof of graduation and relationship to the student is required in order to receive this priority.

⁵ NCSA gives priority to students from Margaret G Scotten School due to receiving the SB 740 Facilities Grant.

⁶ Proof of residency is required.

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

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.

ELEMENT 14: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the county who choose not to attend the charter school. Education Code Section 47605.6(b)(5)(N)

No student may be required to attend NCSA. Students who opt not to attend NCSA may attend other district or county schools or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of their district or county of residence.

ELEMENT 15: EMPLOYEE RETURN RIGHTS

Governing Law: The rights of an employee of the county office of education, upon leaving the employment of the county office of education, to be employed by the charter school, and any rights of return to the county office of education that an employee may have upon leaving the employment of the charter school. Education Code Section 47605.6(b)(5)(O)

Persons employed by NCSA are not also employees of the County. Employees of the County who resign from employment to work at NCSA and later wish to return to the County will have no automatic rights of return to the County after employment by NCSA unless specifically granted by the County through a leave of absence or other agreement. NCSA employees shall have any right upon leaving the County to work in the Charter School that the County may specify, any rights of return to employment in the County after employment in the school that the County may specify, and any other rights upon leaving employment to work in the Charter School that the County determines to be reasonable and not in conflict with any law.

NCSA and the County shall each independently maintain responsibility for hiring and retention practices. Any County union employee who is offered employment and chooses to work at NCSA will not be covered by their respective collective bargaining unit agreement, although NCSA may extend some or all the same protections and benefits in individual employee contracts. Job applicants for positions will be considered through an open process, and, if hired, will enter into a contractual agreement approved by the NCSA Board. All employees except the school director will be individually contracted on an at-will year-to-year basis. The School Director will be contracted on a year-to-year basis that includes fixed-term severance provisions subject to approval by the Board. The School Director of NCSA will be responsible for the selection of faculty and staff, using the mission, philosophy, and obligations outlined in the charter document as a recruitment tool. The individual contract will address, among other issues, salary, health and welfare benefits, and work schedules and responsibilities. All contracts will need to be renewed on a year-to-year basis and approved by the board. NCSA will maintain an employee handbook detailing the rights and responsibilities of all employees.

Unused paid sick leave may be carried over to subsequent school years. In addition, certificated employees may transfer accumulated sick leave from school districts upon written approval from the School Director. Unpaid leave will not be paid to the employee upon termination of employment or retirement.

To review all Personnel Policies, please refer to Appendix J.

ELEMENT 16: CLOSURE PROCEDURES

Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and maintenance and transfer of public records. Education Code Section 47605.6(b)(5)(P)

Closure of NCSA will be documented by official action of the Board. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Board will promptly notify parents and students of NCSA, the County Office of Education, the Charter School's SELPA, the retirement systems in which NCSA's employees participate (e.g., State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure that the notification to the parents and students of NCSA of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which it will provide to the entity responsible for closure-related activities.

As applicable, NCSA will provide parents, students and the County with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with FERPA. NCSA will ask the County to store original records of their students. All records of the NCSA shall be transferred to the County upon the school's closure.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, NCSA will prepare final financial records. NCSA will also have an independent audit completed within six months after closure. NCSA will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the NCSA and will be provided to the County promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of

audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to NCSA.

NCSA will complete and file any annual reports required pursuant to Education Code Section 47604.33.

On closure of NCSA, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the NCSA, remain the sole property of NCSA and upon the dissolution of the non-profit public benefit corporation shall be distributed in accordance with the Articles of Incorporation. Any assets acquired from the County or County property will be promptly returned upon school closure to the County. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, NCSA shall remain solely responsible for all liabilities arising from the operation of the school.

As NCSA is operated as a non-profit public benefit corporation, should the corporation dissolve with the closure of the school, the board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in **Appendix L**, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

MISCELLANEOUS PROVISIONS

Financial Statements

Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash-flow and financial projections for the first three years of operation. Education Code Section 47605.6(h)

Budgets

In accordance with County requirements, NCSA submits an annual operating budget (the school budget) to the NCSOS in the spring preceding each school year and updates the school budget in the fall and spring of each school year. Each school budget submitted to NCSOS is approved by NCSA's board prior to submission by NCSOS to the County Board of Education. Revenues in the school budget are clearly identified by source, including identification of soft revenues not critical to school solvency, and are based upon assumptions directly related to state and federal funding formulas. Expenditures in the school budget include:

- Expenditures which are consistent with NCSA's mission
- Reasonable reflection of prevailing market cost
- Sufficient provision for insurance as required under the Affordable Care Act
- Sufficient provision for reasonably expected legal services
- Special Education excess costs consistent with current experience in Nevada County
- Sufficient expenditures for facilities, pursuant to NCSA's current facilities mortgage payment

NCSA maintains operating reserves at, or more than, the reserve required in its Memorandum of Understanding with NCSOS (5% of expenditures.) *In accordance with Education Code Section 47605.6(h), NCSA's current 2024-2025 Adopted operating budget and related narrative are attached at **Appendix L.***

Financial Reporting

NCSA shall provide reports to the County in accordance with Education Code Section 47604.33 as follows, and may provide additional fiscal reports as requested:

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, an annual update required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of NCSA's annual, independent financial audit report for the preceding fiscal year shall be delivered to the County, State Controller, and the CDE.

4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
4. By September 15, a final unaudited report for the full prior year. The report submitted to the County shall include an annual statement of all NCSA's receipts and expenditures for the preceding fiscal year.

The Charter School shall provide reporting to the County as required by law as requested by the County including, but not limited to, the following: California Basic Educational Data System ("CBEDS"), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605.6(m), the School Accountability Report Card, and the LCAP. NCSA agrees to and submits the right of the county to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the County.

Insurance

NCSA will acquire and finance general liability, workers' compensation, and all other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance and as agreed upon with the County in the memorandum of understanding ("MOU"). Coverage amounts will be based on recommendations provided by the County and NCSA's insurer. The County shall be named as an additional insured on all policies of the Charter School.

Oversight Services

Governing Law: The manner in which administrative services of the charter school are to be provided. Education Code Section 47605.6(h)

NCSA will pay the County 1% total LCFF funding for actual costs of supervisorial oversight of NCSA in accordance with Education Code Section 47613.

Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the charter school, any school district where the charter school may operate and upon the county board of education. Education Code Section 47605.6(h)

NCSA shall be operated as a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a nonprofit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. NCSA shall work diligently to assist the County in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other County-requested protocol to ensure the County shall not be liable for the operation of NCSA.

Further, NCSA and the County shall enter into a memorandum of understanding, wherein the school shall indemnify the County for the actions of NCSA under this charter.

The bylaws of NCSA shall provide for indemnification of the NCSA's board of directors, officers, agents, and employees, and NCSA will purchase general liability insurance, Board Directors and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the County and NCSA's insurance company for schools of similar size, location, and student population. The County shall be named an additional insured on the general liability insurance of NCSA

The Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

OPTIONAL MISCELLANEOUS CLAUSES

Term - This charter shall be renewed for a term of seven years, from July 1, 2025 to June 30, 2032. Subsequent renewals of this charter shall be governed by the applicable standards and criteria set forth by Education Code at the time renewal is requested.

Amendments - Any amendment to this charter shall be made by the mutual agreement of the charter board and charter-granting agency. Material revisions and amendments shall be made pursuant to the standards, criteria, and timelines in Education Code Sections 47607 and 47605.6.

Communications - All official communications between NCSA and the charter-granting agency will be sent via First Class Mail or other appropriate means to the following address:

Nevada City School of the Arts
13032 Bitney Springs Rd.
Nevada City, CA 95959

Nevada County Superintendent of Schools
380 Crown Point Circle
Grass Valley, CA 95945

[Signatures Follow on Next Page.]

SIGNATURES

Signed: _____ Date: _____
NCSA Charter School Director

Signed: _____ Date: _____
NCSA Charter Governing Board Chair

Signed: _____ Date: _____
NCSOS Superintendent

Signed: _____ Date: _____
Nevada County Board of Education President



PARENT AND FAMILY ENGAGEMENT POLICY

Nevada City School of the Arts (“NCSOTA” or “Charter School”) has developed a written Parent and Family Engagement Policy (“Policy”) with input from Title I parents and families. NCSOTA has distributed the Policy to parents of Title I students by copies available in the Business Office, posted on the school website, emailed to parents through Parent Square and will be printed and provided in Beginning of the Year (BOY) packets handed out at the beginning of the school year. This Policy describes the means for carrying out the following Title I parent and family engagement requirements.

NCSOTA Expectations and Objectives

In establishing the Charter School’s expectations and objectives for meaningful parent and family involvement, NCSOTA has established the following practices:

1. NCSOTA involves parents and family members in the joint development of the Charter School’s Parent and Family Engagement Plan by soliciting feedback through the following:
 - Annual staff, parent and student surveys
 - Parent Advisory Groups held once a month
 - Suggestion boxes at each campus
 - Annual LCAP meeting in the Spring
 - Annual Title I meeting in the Spring (Food, Feedback and Fun Event)
 - Director Note sent weekly on Sunday’s
 - Monthly Notes from teachers sent once a month
2. NCSOTA provides the coordination, technical assistance, and other support necessary to assist and build the capacity within the Charter School in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance.
 - NCSA staff work collaboratively with administrators to plan and implement parent and family engagement activities. Activities include Back to School Night, Student Success Night, Parent-Teacher Conferences, Parent Advisory Group meetings and many more events throughout the school year. In addition, NCSA offers Positive Discipline classes and groups to parents.
3. NCSOTA coordinates and integrates parent and family engagement strategies to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs.
 - The Title I programs work in conjunction with special education programs
 - SRSA/REAP Grant is utilized to support Title I programs
4. NCSOTA conducts, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the Policy in improving the academic quality at the Charter School.
 - An Annual Title I meeting is held to review available funds and expenses associated with providing the Title I programs. Local assessment data and Dashboard data is shared and discussed to review student achievement data and the effectiveness of the Title programs.



5. NCSOTA conducts, with the meaningful involvement of parents and family members, an annual evaluation of barriers to greater participation by parents/families (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background).
 - A flexible number of meetings will be held at various times based on parent need and will include child care
 - Feedback through each meeting will provide the school with helpful suggestions to promote flexible meetings and how we can make those available to parents
6. NCSOTA conducts, with the meaningful involvement of parents and family members, an annual evaluation of the needs of parents and family members to assist with the learning of their children, including engaging with Charter School personnel and teachers. 20 U.S.C. 6318(a)(2)(D)(ii)
 - Annual Parent Surveys
 - Annual Student Surveys
 - PAG (Parent Advisory Group) Meetings
 - Annual Title Meetings
7. NCSOTA conducts, with the meaningful involvement of parents and family members, an annual evaluation of strategies to support successful Charter School and family interactions. 20 U.S.C. 6318(a)(2)(D)(iii)
 - Annual Parent Surveys
 - Annual Student Surveys
 - Annual Title I Food, Feedback & Fun Event
 - Annual LCAP Meeting
8. NCSOTA uses the findings of the annual evaluation to design evidence-based strategies for more effective parental and family engagement, and to revise, if necessary, the Parent and Family Engagement Policy. 20 U.S.C. 6318(a)(2)(E).
 - Ends Policies guide our strategies for more effective parental and family engagement
 - Monthly Board meetings are used to evaluate strategies
 - Staff Advisory meetings are held once a month to review all strategies
9. NCSOTA involves parents in the activities of the Charter School to adequately represent the needs of the population. 20 U.S.C. 6318(a)(2)(F).
 - Class plays and school events have been created to be culturally inclusive
 - Events and meetings are provided at various times to be accessible
10. NCSOTA engages parents and family members positively in their children's education by providing assistance and training on topics such as state academic standards and assessments to develop knowledge and skills to use at home to support their children's academic efforts at school and their children's development as responsible future members of our society.
 - Parent Conferences
 - SST/504/IEP Meetings



- Director's Note
- Annual Title I Meeting
- LCAP Meeting in Spring

11. NCSOTA informs parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home.

- Parent Conferences
- SST/504/IEP Meetings
- Director's Note
- Parent Positive Discipline Classes

12. Parents and family members of children receiving Title I, Part A services shall be involved in the decisions regarding how funds reserved are allotted for parental involvement activities.

- Annual Title I Meeting

Involvement of Parents in the Title I Program

To involve parents in the Title I program at NCSOTA, the following practices have been established:

1. NCSOTA convenes an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program. 20 U.S.C. 6318(c)(1)
 - Annual Notices are sent out in the Beginning of the Year packets
 - At Back to School Night we provide information about Title Programs
 - Socially economically disadvantaged families are notified that they qualify for Title programs when identified for free/reduced lunch program
 - Parent Advisory Group Meetings
2. NCSOTA offers a flexible number of meetings for Title I parents, such as meetings in the morning or evening. 20 U.S.C. § 6318(c)(2)
 - A flexible number of meetings will be held at various times based on parent need and will include child care
3. NCSOTA involves parents of Title I students in an organized, ongoing, and timely way, in the planning, review, and improvement of the Charter School's Title I programs and the Parent and Family Engagement Policy. 20 U.S.C. § 6318(c)(3)
 - PAG (Parent Advisory Group) meetings are held to review or improve Title I programs and policies
 - Food, Feedback & Fun is an annual event held to review, plan and improve Title I programs through suggestions and feedback
4. NCSOTA provides parents of Title I students with timely information about Title I programs. 20 U.S.C. § 6318(c)(4)(A)
 - Beginning of the Year packets
 - Back to School Night
 - Annual Notices to qualifying families



- Directors Notes are sent out every Sunday with updates
5. NCSOTA provides parents of Title I students with an explanation of the curriculum used at the Charter School, the assessments used to measure student progress, and the proficiency levels students are expected to meet. 20 U.S.C. § 6318(c)(4)(B)
 - NCSA's SARC is posted on the school website
 - Prospective Parent Information meetings are held several times a year
 - Back to School Night presentations
 - Annual LCAP Meetings include overall CAASPP results
 - Director FYI reports are submitted to the board with assessment updates
 6. If requested by parents of Title I students, NCSOTA provides opportunities for regular meetings that allow the parents to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children 20 U.S.C. § 6318(c)(4)(C)
 - Through formal parent-teacher conferences
 - Informal requests by parents are also accommodated
 - PAG (Parent Advisory Group) meets monthly
 - Back to School Night
 - Food, Feedback and Fun Event
 7. If the school wide program plan is not satisfactory to the parents, NCSOTA provides a means by which parents may make comments on the plan when it is made available.
 - Annual Title I Meeting
 - Parent Surveys
 - Parent Advisory Group
 - Suggestion Boxes

The Policy must be updated periodically to meet changing needs of parents and the Charter School. If NCSOTA has a process in place for involving parents in planning and designing the Charter School's programs, the school may use that process if it includes adequate representation of parents of Title I children.

School-Parent Compact

NCSOTA distributes to parents of Title I students a School-Parent Compact (the "Compact"). The Compact, which has been jointly developed with parents, outlines how parents, the entire Charter School staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the Charter School and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students. 20 U.S.C. § 6318(d)

- NCSOTA's responsibility to provide high-quality curriculum and instruction to meet the challenging State academic standards.
- The ways parents will be responsible for supporting their children's learning, volunteering in the classroom, and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time.
- The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on



student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe classroom activities and ensuring regular communication between family members and school staff, and, to the extent practicable, in a language that family members can understand.

NCSA met with parents through PAG (Parent Advisory Group) to provide a draft school-parent compact with requests for feedback. This compact will also be provided at the Food, Feedback & Fun event to discuss and review with parents.

Building Capacity for Involvement

NCSOTA engages Title I parents in meaningful interactions with the Charter School. The Charter School supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, NCSOTA has established the following practices.

1. NCSOTA provides Title I parents with assistance in understanding challenging state academic standards, state and local assessments, and how to monitor and improve the achievement of their children.
 - Annual LCAP Meeting provides CAASPP scores
 - Progress reports are sent out twice a year for each student
 - ParentVUE is an online portal for parents to view student progress
 - Director sends our weekly notes that include State Standards requirements, testing and best ways to support their children
2. NCSOTA provides Title I parents with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement, to help them work with their children to improve their children's achievement.
 - Training to enhance parents' abilities to support and assist their children's education may include: Family fun nights, Positive Discipline trainings, Social Media videos
3. With the assistance of Title I parents, NCSOTA educates staff members about the value of parent contributions, and in how to reach out, communicate with, and work with parents as equal partners to implement and coordinate parent programs and build ties between parents and the Charter School.
 - notes are sent monthly to parents by teachers
 - A staff advisory group is held to communicate parent needs and ways to engage
 - Multiple family events are held that involve staff and families to foster engagement
4. NCSOTA coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children.
 - Positive Discipline classes are offered throughout the school year



5. NCSOTA distributes information related to Charter School and parent programs, meetings, and other activities to Title I parents in a format and language that the parents understand.
 - The Charter School will ensure that communications are culturally and linguistically appropriate to the community and accomplished through means similar to other ways that other local schools are communicating important school information with parents.

Accessibility

NCSOTA provides opportunities for the participation of all Title I parents and family members, including parents/family with limited English proficiency, parents/family with disabilities, and parents/family of migratory students. Information and school reports are provided in a format and language that parents/family understand, including by:

- Requesting copies of information or school reports in a language or format needed to serve these barriers that the school will provide to families in need.



COMPREHENSIVE SEXUAL HEALTH EDUCATION POLICY

This Policy of the Nevada City School of the Arts (“NCSOTA” or the “Charter School”) Governance Council (“Board”) has been adopted to meet the Legislative intent of the California Healthy Youth Act (“CHYA”) as follows: (1) to provide pupils with the knowledge and skills necessary to protect their sexual and reproductive health from human immunodeficiency virus (“HIV”) and other sexually transmitted infections and from unintended pregnancy; (2) to provide pupils with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family; (3) to promote understanding of sexuality as a normal part of human development; (4) to ensure pupils receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end; and (5) to provide pupils with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors.

I. DEFINITIONS

- a. **Age appropriate**: topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.
- b. **Comprehensive sexual health education**: education regarding human development and sexuality, including education on **menstrual health**, pregnancy, contraception, and sexually transmitted infections.
- c. **English learner**: a pupil who is “limited English proficient” as that term is defined in the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 7801(25)).
- d. **HIV prevention education**: instruction on the nature of human immunodeficiency virus (“HIV”) and acquired immunodeficiency syndrome (“AIDS”), methods of transmission, strategies to reduce the risk of HIV infection, and social and public health issues related to HIV and AIDS.
- e. **Instructors trained in the appropriate courses**: instructors with knowledge of the most recent medically accurate research on human sexuality, healthy relationships, pregnancy, and HIV and other sexually transmitted infections.
- f. **Medically accurate**: verified or supported by research conducted in compliance with scientific methods and published in peer-reviewed journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field.

II. INSTRUCTION TO PUPILS

The CHYA requires that comprehensive sexual health education and HIV prevention education be provided to all NCSOTA pupils in grades 7 to 8, inclusive, at least once in middle school or junior high school.



In compliance with the CHYA, NCSOTA will ensure that all pupils in grades 7 to 8, inclusive, are provided the following instruction:

- a. Information on the nature of HIV, as well as other sexually transmitted infections, and their effects on the human body.
- b. Information on the manner in which HIV and other sexually transmitted infections are and are not transmitted, including information on the relative risk of infection according to specific behaviors, including sexual activities and injection drug use.
- c. Information that abstinence from sexual activity and injection drug use is the only certain way to prevent HIV and other sexually transmitted infections and abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy. This instruction shall provide information about the value of delaying sexual activity while also providing medically accurate information on other methods of preventing HIV and other sexually transmitted infections and pregnancy.
- d. Information about the effectiveness and safety of all federal Food and Drug Administration (“FDA”) approved methods that prevent or reduce the risk of contracting HIV and other sexually transmitted infections, including use of antiretroviral medication, consistent with the federal Centers for Disease Control and Prevention.
- e. Information about the effectiveness and safety of reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing.
- f. Information about the treatment of HIV and other sexually transmitted infections, including how antiretroviral therapy can dramatically prolong the lives of many people living with HIV and reduce the likelihood of transmitting HIV to others.
- g. Discussion about social views on HIV and AIDS, including addressing unfounded stereotypes and myths regarding HIV and AIDS and people living with HIV. This instruction shall emphasize that successfully treated HIV-positive individuals have a normal life expectancy, all people are at some risk of contracting HIV, and the only way to know if one is HIV-positive is to get tested.
- h. Information about local resources, how to access local resources, and pupils’ legal rights to access local resources for sexual and reproductive health care such as testing and medical care for HIV and other sexually transmitted infections and pregnancy prevention and care, as well as local resources for assistance with sexual assault and intimate partner violence.
- i. Information about the effectiveness and safety of all FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception. Instruction on pregnancy shall include an objective discussion of all legally available pregnancy outcomes, including, but not limited to, all of the following:
 1. Parenting, adoption, and abortion.



2. Information on the law on surrendering physical custody of a minor child 72 hours of age or younger., pursuant to Section 1255.7 of the Health and Safety Code and Section 271.5 of the Penal Code.
3. The importance of prenatal care.
- j. Information about sexual harassment, sexual assault, sexual abuse, and human trafficking. Information on human trafficking shall include both of the following:
 1. Information on the prevalence, nature, and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance.
 2. Information on how social media and mobile device applications are used for human trafficking.
- k. Information about adolescent relationship abuse and intimate partner violence, including the early warning signs thereof.
- l. Information regarding the potential risks and consequences of creating and sharing sexually suggestive or sexually explicit materials through cellular telephones, social networking Internet Web sites, computer networks, or other digital media.

Further, NCSOTA shall ensure that all instruction satisfies the following criteria:

- a. Instruction and materials shall be age appropriate.
- b. All factual information presented shall be medically accurate and objective.
- c. All instruction and materials shall align with and support the purposes of Education Code Section 51930(b)(1)-(5) as stated in this Policy and shall:
 1. Be appropriate for use with pupils of all races, genders, sexual orientations, and ethnic and cultural backgrounds, pupils with disabilities, and English learners.
 2. Be made available on an equal basis to a pupil who is an English learner, consistent with the existing curriculum and alternative options for an English learner pupil as otherwise provided pursuant to applicable law.
 3. Be accessible to pupils with disabilities, including, but not limited to, the provision of a modified curriculum, materials and instruction in alternative formats, and auxiliary aids.
 4. Not reflect or promote bias against any person on the basis of any category protected by Education Code Section 220.
 5. Affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, shall be inclusive of same-sex relationships.
 6. Teach pupils about gender, gender expression, gender identity, and explore the harm of negative gender stereotypes.
 7. Encourage a pupil to communicate with his or her parents, guardians, and other trusted adults about human sexuality and provide the knowledge and skills necessary to do so.



8. Teach the value of and prepare pupils to have and maintain committed relationships such as marriage.
9. Provide pupils with knowledge and skills they need to form healthy relationships that are based on mutual respect and affection, and are free from violence, coercion, and intimidation.
10. Provide pupils with knowledge and skills for making and implementing healthy decisions about sexuality, including negotiation and refusal skills to assist pupils in overcoming peer pressure and using effective decision making skills to avoid high-risk activities.
11. Not teach or promote religious doctrine.

III. IN-SERVICE TRAINING

- a. NCSOTA shall cooperatively plan and conduct in-service training for all NCSOTA personnel that provide HIV prevention education, through regional planning, joint powers agreements, or contract services.
- b. In developing and providing in-service training, NCSOTA shall cooperate and collaborate with the teachers of the NCSOTA who provide HIV prevention education and with the department.
- c. In-service training shall be conducted periodically to enable NCSOTA personnel to learn new developments in the scientific understanding of HIV. In-service training shall be voluntary for NCSOTA personnel who have demonstrated expertise or received in-service training from the department or federal Centers for Disease Control and Prevention.
- d. NCSOTA may expand HIV in-service training to cover the topic of comprehensive sexual health education in order for NCSOTA personnel who provide comprehensive sexual health education to learn new developments in the scientific understanding of sexual health.

IV. GUEST SPEAKERS

- a. NCSOTA may contract with outside consultants or guest speakers, including those who have developed multilingual curricula or curricula accessible to persons with disabilities, to deliver comprehensive sexual health education and HIV prevention education or to provide training for NCSOTA personnel.
- b. All outside consultants and guest speakers shall have expertise in comprehensive sexual health education and HIV prevention education and have knowledge of the most recent medically accurate research on the relevant topic or topics covered in their instruction.

V. PARENTAL CONSENT

NCSOTA encourages pupils to communicate with their parents or guardians about human sexuality and HIV and to respect the rights of parents or guardians to supervise their children's education on these subjects. NCSOTA intends to create a streamlined process to make it easier for parents and guardians to review materials and evaluation tools related to comprehensive sexual health education



and HIV prevention education, and, if they wish, to excuse their children from participation in all or part of that instruction or evaluation. NCSOTA recognizes that while parents and guardians overwhelmingly support medically accurate, comprehensive sex education, parents and guardians have the ultimate responsibility for imparting values regarding human sexuality to their children.

A parent or guardian of a pupil has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent (“opt-out”) process. NCSOTA shall not require active parental consent (“opt-in”) for comprehensive sexual health education and HIV prevention education.

Notwithstanding Education Code Section 51513, anonymous, voluntary, and confidential research and evaluation tools to measure pupils’ health behaviors and risks, including tests, questionnaires, and surveys containing age-appropriate questions about the pupil’s attitudes concerning or practices relating to sex, may be administered to any pupil in grades 7 to 8, inclusive. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent (“opt-out”) process. NCSOTA shall not require active parental consent (“opt-in”) for these tests, questionnaires, or surveys in grades 7 to 8, inclusive. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to NCSOTA.

VI. ANNUAL NOTICE

At the beginning of each school year, or, for a pupil who enrolls in a school after the beginning of the school year, at the time of that pupil’s enrollment, NCSOTA shall notify the parent or guardian of each pupil about instruction in comprehensive sexual health education and HIV prevention education and research on pupil health behaviors and risks planned for the coming year. The notice shall do all of the following:

- a. Advise the parent or guardian that written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education are available for inspection.
- b. Advise the parent or guardian whether the comprehensive sexual health education or HIV prevention education will be taught by NCSOTA personnel or by outside consultants. NCSOTA may provide comprehensive sexual health education or HIV prevention education, to be taught by outside consultants, and may hold an assembly to deliver comprehensive sexual health education or HIV prevention education by guest speakers, but if it elects to provide comprehensive sexual health education or HIV prevention education in either of these manners, the notice shall include the date of the instruction, the name of the organization or affiliation of each guest speaker, and information stating the right of the parent or guardian to request a copy of this Policy. If arrangements for this instruction are made after the beginning of the school year, notice shall be made by mail or another commonly used method of notification, no fewer than fourteen (14) days before the instruction is delivered.



- c. Include information explaining the parent's or guardian's right to request a copy of this Policy and/or Education Code sections 51930-51939.
- d. Advise the parent or guardian that the parent or guardian has the right to excuse their child from comprehensive sexual health education and HIV prevention education and that in order to excuse their child they must state their request in writing to NCSOTA.

VII. FOR PUPILS WHO OPT-OUT

A pupil may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on pupil health behaviors and risks, if NCSOTA has received a written request from the pupil's parent or guardian excusing the pupil from participation.

A pupil may not be subject to disciplinary action, academic penalty, or other sanction if the pupil's parent or guardian declines to permit the pupil to receive comprehensive sexual health education or HIV prevention education or to participate in anonymous, voluntary, and confidential tests, questionnaires, or surveys on pupil health behaviors and risks.

While comprehensive sexual health education, HIV prevention education, or anonymous, voluntary, and confidential test, questionnaire, or survey on pupil health behaviors and risks is being administered, an alternative educational activity shall be made available to pupils whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.



EDUCATION OF ENGLISH LEARNERS (ELL)

The Board of Directors (“Board”) of Nevada City School of the Arts (“NCSOTA” or the “Charter School”) complies with all applicable state and federal laws and regulations regarding the education of students whose primary language is one other than English, referred to as “English Learners.” NCSOTA adopts this Policy to ensure high-quality language instruction and access to education for all students identified as an English Learner as defined below.

Definitions

“English learner” (“EL”) means an individual aged 3 through 21 who is currently enrolled or preparing to enroll in an elementary or secondary school whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual the ability to meet the challenging State academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. This includes an individual who was not born in the United States or whose native language is a language other than English; an individual who is a Native American or Alaska Native, or a native resident of the outlying areas and who comes from an environment where a language other than English has had a significant impact on the individual’s level of English language proficiency; or an individual who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant.

“Designated English Language Development” means instruction during a time set aside in the regular school day for focused instruction on the state-adopted English language development (“ELD”) standards to assist English Learners to develop critical English language skills necessary for academic content learning in English.

“Integrated English Language Development” means instruction in which the state-adopted ELD standards are used in tandem with the state-adopted academic content standards. Integrated ELD includes specially designed academic instruction in English.

Identification and Assessment

At or before the time of a student’s initial California enrollment, the Charter School shall conduct, in writing, a home language survey to identify whether the primary or native language of the student is a language other than English. If a parent/guardian’s response indicates a primary or native language other than English, and the Charter School determines the student is eligible for initial assessment, the Charter School shall promptly notify the parent or guardian, in writing, prior to the administration of the English Language Proficiency Assessments for California (“ELPAC”) initial assessment. Students in transitional kindergarten shall not be subject to the ELPAC.

Within thirty (30) calendar days of their initial enrollment, students who are identified as having a primary language other than English, as determined by the home language survey, and for whom



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there is no record of results from an English language development test shall be assessed using the ELPAC.

NCSOTA shall notify parents/guardians of their child's official results on the Initial ELPAC within thirty (30) calendar days following the NCSOTA's receipt of the results. This Notice must also include:

The reasons for the identification of their child as an EL and in need of placement in a language instruction educational program.

The child's level of English proficiency, how such level was assessed, and the status of the child's academic achievement.

The methods of instruction used in the program in which their child is, or will be, participating and the methods of instruction used in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction.

How the program in which their child is, or will be, participating will meet the educational strengths and needs of their child.

How the program will specifically help their child learn English and meet age-appropriate academic achievement standards for grade promotion and graduation.

The specific exit requirements for the program.

In the case of a child with a disability, how the program meets the objectives of the individualized education program of the child.

Information pertaining to parental rights that includes written guidance on the following:

Detailing the right that parents have to have their child immediately removed from such program upon their request.

Detailing the options that parents have to decline to enroll their child in such program or to choose another program or method of instruction, if available.

Assisting parents in selecting among various programs and methods of instruction, if more than one program or method is offered by the eligible entity.

For those students who have not been identified as ELs prior to the beginning of the school year, but are identified as ELs during such school year, the Charter School shall notify the parents within the first two (2) weeks of the student's placement in a language instruction educational program. Notice to parents shall meet requirements specified above.

Within ninety (90) days of initial enrollment, students identified as having limited English proficiency shall be further assessed for primary language proficiency in comprehension, speaking,



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reading and writing when assessment is available. The Director or designee shall develop criteria for determining student needs on the basis of these assessments.

To oversee test administration, the Director or designee shall annually designate a Charter School ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR §§ 11518.40-11518.45.

Students with Disabilities

Any student with a disability shall take the ELPAC with the designated supports or accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student’s individualized education program (“IEP”) or Section 504 plan that are appropriate and necessary to address the student’s individual needs. When a student’s IEP team determines that the student has a significant cognitive disability such that the student is unable to participate in the initial or summative assessment, or a section of either test, even with resources, the student shall be assessed using the Alternate ELPAC, as specified in the student’s IEP.

When a student’s IEP or Section 504 plan specifies that the student has a disability that precludes assessment such that there are no appropriate accommodations for assessment in one or more of the domains (listening, speaking, reading, and writing), the student shall be assessed in the remaining domains in which it is possible to assess the student.

Additional Assessments

Once identified as an English learner, a student shall be annually assessed for language proficiency until the student is reclassified based on criteria specified in the accompanying administrative regulation.

In addition, English learners’ academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR §§ 854.1-854.3. English learners who are in their first twelve (12) months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law.

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

Instruction

NCSOTA intends to provide English learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the Charter School’s regular course of study.



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English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level. Such instruction shall be based on sound instructional theory, be aligned with state content standards, emphasize inquiry-based learning and critical thinking skills, and be integrated across all subject areas.

Enhanced instruction must be provided, which may include:

- Identification, development, and acquisition of curricular materials, educational software, and technologies; Instructional services designed to assist the achievement of immigrant children and youth in United States schools, such as programs of introduction to the educational system and civics education; or
- Activities, coordinated with community-based organizations, institutions of higher education, private sector entities, or other entities with expertise in working with immigrants, to offer comprehensive community services to parents and families of immigrant children.

The Charter School must ensure that English Learner students in middle and high school are not denied participation in the standard instructional program, meaning they cannot be denied any of the following:

- a) Enrollment in the standard instructional program, which, at a minimum, consists of:
 - i. Core curriculum courses (reading/language arts, mathematics, science, and history/social science).
 - ii. Courses required to meet state and local high school graduation requirements as specified in the NCSOTA Charter, and
 - iii. Courses required for middle school grade promotion.
- b) Enrollment in a full course load of courses that are part of the standard instructional program, and
- c) Enrollment in courses that are not part of the standard instructional program but either meet the subject matter requirements for purposes of recognition for college admissions, or are advanced courses, such as honors or advanced placement courses.

However, an English learner may be denied participation in any such course if the student has been enrolled in a school in the United States for less than twelve (12) months or is enrolled in a program designed to develop the basic English skills of newly arrived immigrant students, and the course of study provided to the student is designed to remedy academic deficits incurred during participation and to enable the student to attain parity of participation in the standard instructional program within a reasonable length of time after the student enters the school system.

The Charter School must monitor student academic progress and provide additional and appropriate educational services to EL students in grades TK–12 for the purposes of overcoming language barriers in each subject matter. Action to overcome content academic barriers must be taken before the deficits become irreparable.



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Language Acquisition Programs

NCSOTA shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards.

At a minimum, the Charter School shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English.

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, “nearly all” means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the Charter School may include, but are not limited to, the following:

1. A dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.
2. A transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards.

In establishing the Charter School's language acquisition programs, the Director or designee shall consult with parents/guardians and the community during the LCAP development process. The Director or designee shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program.

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the Charter School. (See Annual Notice below).

Reclassification/Redesignation

NCSOTA shall continue to provide additional and appropriate educational services to English language learners for the purposes of overcoming language barriers until the English language learners have:



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(1) Demonstrated English language proficiency comparable to that of the school’s average native English language speakers; and

(2) Recouped any academic deficits which may have incurred in other areas of the core curriculum as a result of language barriers.

English language learners shall be redesignated as fluent-English-proficient (“FEP”) when they are able to comprehend, speak, read and write well enough to receive instruction in the regular program and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study.

The following measures shall be considered to determine whether an English language learner shall be reclassified as fluent-English-proficient:

(1) Assessment of English language proficiency utilizing the ELPAC as the primary criterion, and objective assessment of the student’s English reading, writing, listening and speaking skills. Examples of additional assessment data include, but are not limited to:

(a) Basic performance on the California Standards Test in English Language Arts

(b) Objective data on the student’s overall academic performance in English

(2) Recommendations of the student’s classroom teacher and any certificated staff with direct responsibility for teaching or placement decisions

(3) Comparison of the performance of the student in basic skills against an observably established range of performance in basic skills based upon the performance of English proficient students of the same age, that demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English

(4) Parent/guardian participation and consultation.

Parent/guardians shall receive notice and a description of the redesignation process, including notice of their right to participate in the process. Parent/guardian participation in the process shall be encouraged.

The Director or designee shall provide subsequent monitoring and support for redesignated students, including but not limited to monitoring for four years the performance of redesignated students in the core curriculum in comparison with their native-English speaking peers, monitoring the rate of redesignation, and ensuring correct classification and placement.

The Director or designee shall develop a process to monitor the effectiveness of the Charter School’s program for English language and academic success for each English language learner.

Documentation and Translation of Documents



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NCSOTA will maintain documentation of all assessments and evaluations, as well as all decisions and participants in those decisions in the student’s permanent record.

NCSOTA will translate certain records for those parents or guardians who speak a language group other than English representing fifteen (15) percent or more of the students enrolled in NCSOTA, as determined from the CALPADS data for the preceding year. Specifically, NCSOTA- will provide all notices, reports, statements, or records sent to such parents or guardians in the primary language, in addition to being written in English, and parents or guardians may respond to NCSOTA- either in English or the primary language.

Inclusion in the Local Control Accountability Plan

NCSOTA shall identify in its local control and accountability plan (“LCAP”) goals to improve student outcomes, identified through the needs assessment, including those which address academic and language proficiency needs of EL students. The LCAP must include evidence-based strategies, specific actions or services to reach those goals.

Staff Qualifications and Training

The Director or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

NCSOTA shall provide high-quality effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff’s ability to understand and use curricula, assessment, and instructional strategies for English learners. All professional development shall be based on scientifically based research demonstrating the effectiveness of the professional development in increasing children’s English proficiency or substantially increasing the subject matter knowledge, teaching knowledge, and teaching skills of such teachers. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers’ performance in the classroom.

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

To support students’ English language development and assist parents and families in helping their children to improve their academic achievement and become active participants in their children’s education, the Director or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.

Outreach



The Director or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. The Director or designee may also provide an English development literacy training program for parents/guardians and community members so that they may better support students' English language development.

The Charter School shall implement an effective means of outreach to parents of ELs to inform the parents regarding how the parents can be involved in the education of their children and be active participants in assisting their children with the following:

- Attaining English proficiency;
- Achieving at high levels within a well-rounded education; and
- Meeting the challenging state academic standards expected of all students.

Implementing an effective means of outreach to parents shall include holding, and sending notice of opportunities for, regular meetings for the purpose of formulating and responding to recommendations from EL parents.

Advisory Committees

If NCSOTA enrolls more than twenty (20) English language learners, parents/guardians, advisory committees shall be maintained to serve the advisory functions specified by law.

Parents/guardians of English language learners shall constitute committee membership in at least the same percentage that their children represent of the total number of students in the school. Parent/guardian members are elected by EL parents/guardians.

The Charter School's English Language Advisory Committee ("ELAC") shall annually advise the Board on at least the following tasks:

- (1) The development of a Charter School site plan that includes: description of program goals, objectives and services for English learners, taking into consideration the school site needs for English learners;
- (2) The Charter School schoolwide needs assessments;
- (3) Administration of the annual language census;
- (4) Making parents aware of the importance of regular school attendance
- (5) Review of and comment on the Charter School's reclassification procedures; and
- (6) Review of and comments on the written notification required to be sent to parents/guardians pursuant to 5 CCR § 11300-11316.

In order to assist advisory members in carrying out their responsibilities, the Director or designee shall ensure that the committee members receive appropriate training and materials.

Program Evaluation

To evaluate the effectiveness of the NCSOTA's educational program for English learners, the Director or designee shall report to the Board, at least annually regarding:



1. A description of the programs and activities conducted with Title III funds, including how such programs and activities supplemented programs funded primarily with state or local funds;
2. The number and percentage of EL students making progress toward attaining English language proficiency, including EL students with a disability;
3. Progress of English learners towards proficiency in English based on the SBE-approved ELPAC overall score of 4;
4. The number and percentage of English learners reclassified each year;
5. The number and percentage of students reclassified to fluent English proficient (“RFEP”) that are meeting state grade-level content standards during each of the four years after reclassification, including EL students with a disability;
6. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1 and their date of first enrollment at the Charter ~~School~~;School;
7. The achievement of English learners on standards-based tests in core curricular areas;
8. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR § 11309;
9. Progress toward any other goals for English learners identified in the Charter School’s LCAP;
10. A comparison of current data with data from at least the previous year in regard to items #1-9 above;
11. A comparison of data between the different language acquisition programs offered by the Charter School; and

Develop the next steps for program improvement based upon an analysis of the findings from items #1-11 above. The Director or designee also shall provide the Board with regular reports from any Charter School or schoolwide English learner advisory committees.

Annual Notice

The annual notice of parent and guardian rights and responsibilities shall also notify parents of the language acquisition and language programs available in the Charter School. The annual notice must be distributed as required by EC sections 48980 and 48981. Parents of all students enrolling after the beginning of the academic school year shall be provided the notice of rights and responsibilities described above upon enrollment. The annual notice of parent and guardian rights and responsibilities shall include all of the following:

- a. A description of any language acquisition programs provided, including Structured English Immersion;
- b. Identification of any language to be taught in addition to English, when the program model includes instruction in another language;
- c. The information set forth in section 5 CCR Section 11309[c]:
 - i. Be designed using evidence-based research and include both Designated and Integrated ELD;



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- ii. Be allocated sufficient resources by the Charter School to be effectively implemented, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent and community engagement to support the proposed program goals;
and
- iii. Within a reasonable period of time, lead to:
 1. Grade-level proficiency in English, and, when the program model includes instruction in another language, proficiency in that other language; and
 2. Achievement of the state-adopted academic content standards in English, and, when the program model includes instruction in another language, achievement of the state-adopted academic content standards in that other language.

d. The process to request establishment of a language acquisition program.

If the Charter School offers language programs, the notice shall specify the language(s) to be taught, and may include the program goals, methodology used, and evidence of the proposed program’s effectiveness.

The California Department of Education has set forth goals for all English Learner (“EL”) students in the state of California. Those goals are to:

- Ensure that English learners acquire full proficiency in English as rapidly and effectively as possible and attain parity with native speakers of English.
- Ensure that English learners, within a reasonable period of time, achieve the same rigorous grade-level academic standards that are expected of all students.

The Charter Governance Council shares these goals and has adopted this policy to achieve these goals.

Nevada City School of the Arts shall not deny an EL student enrollment or discriminate against an EL student due to his or her EL status, immigration status or national origin.

Legal Requirements

Nevada City School of the Arts will comply with all applicable state laws regarding EL students, which currently include the following:

- Home Language Survey: Nevada City School of the Arts will give each enrolling student the state required home language survey.
- English Language Proficiency Assessments for California (“ELPAC”): Within 30 days¹ of

¹The thirty day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT/ELPAC tested. All other students who have indicated a home language other than English will continue with annual CELDT/ELPAC testing based upon the date last tested at the prior school of enrollment.



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enrollment students who have indicated a language other than English on the Home Language Survey (in the enrollment packet) must be tested. Previously identified EL students will be tested within the summative testing window. Yearly assessment is required until an EL student is reclassified as English Proficient.

- Any new student identified as an EL will be paired with a qualified Supervising Teacher who holds a CLAD, CTEL or BCLAD certification.

EL Team and Curriculum

To best guide each student classified as an EL, Nevada City School of the Arts will work as a team to guide and instruct each particular student. This team will consist of the student, parent/guardian, and the Supervising Teacher who holds a CTEL, CLAD, or BCLAD certification, and other individuals involved with the student's instruction. The team will meet to select curriculum that will best serve the EL student. Nevada City School of the Arts always takes each individual student's needs into consideration when choosing curriculum for EL students. The Supervising Teacher will monitor and evaluate the student's progress on a monthly basis. In addition, the Supervising Teacher will modify the curriculum based on informal assessments.

The instruction for the student will be primarily delivered in English, using such approaches as Specially Designed Academic Instruction in English (SDAIE). EL students will also receive additional support, focusing on their English language development skills.

Nevada City School of the Arts EL support shall be based on sound instructional theory, use standards-aligned instructional materials, additional reading support through iReady and one-on-one instruction with the reading/math specialists and effectively assist students in accessing the full educational program.

Identification and Assessments

Before a student is enrolled in an EL RTI support, the parent/guardian shall receive information about the options and the opportunities for parent involvement, including the right to be involved in their child's education and be active participants in assisting their child to obtain English proficiency, achieve at high levels within a well-rounded education, and meet the challenging State academic standards expected of all students. This information shall include the fact that the student's participation in the additional support is voluntary on the part of the parent/guardian and that Nevada City School of the Arts shall hold regular meetings with parents/guardians to formulate and respond to the recommendations of EL parents/guardians.

The notice and information required to be provided to parents/guardians under this Policy shall be in an understandable and uniform format and, to the extent practicable, provided in a language that the parents/guardians can understand. If 15 percent or more of the pupils enrolled in Nevada City School of the Arts speak a single primary language other than English, as determined from the census data submitted in the preceding year, all notices, reports, statements, or records sent to the parent or guardian of any such pupil by Nevada City School of the Arts shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language.

The ELPAC shall be administered in accordance with test publisher instructions, and variations and



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~~accommodations in test administration may be provided to EL students. Any student with a disability who is identified as EL shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan. If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP.~~

~~The Director designee shall notify parents/guardians of their child's results on the ELPAC within 30 calendar days following receipt of the results. The Director or designee shall monitor students following their reclassification to ensure their correct classification and placement determine whether the student needs any additional academic support.~~

~~Nevada City School of the Arts shall maintain a record of each eligible student's most recent participation in an administration of the ELPAC. This record shall include the following information for each eligible pupil:~~

- ~~• ELPAC administered (specify initial or summative);~~
- ~~• Student's name;~~
- ~~• Student's grade;~~
- ~~• Date on which the administration of the ELPAC test was completed; and~~
- ~~• ELPAC test results.~~

~~If an EL student transfers from Nevada City School of the Arts, the student's record of results shall be transferred by Nevada City School of the Arts within ten (10) calendar days from the date of a request from the receiving local educational agency where the student subsequently enrolls.~~

Program Evaluation

~~To evaluate the effectiveness of Nevada City School of the Arts program for EL students, the Director or designee shall report to the Charter Governance Council, at least annually, regarding:~~

- ~~• Progress of EL students towards proficiency in English;~~
- ~~• The number and percentage of EL students reclassified as fluent English proficient;~~
- ~~• The number and percentage of EL students who are or are at risk of being classified as long-term EL;~~
- ~~• The achievement of English learners on standards-based tests in core curricular areas;~~
- ~~Progress toward any other goals for EL students identified in NCSA's LCAP; and a comparison of current data with data from at least the previous year.~~



HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

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

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

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

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom NCSOTA does business, and all acts of NCSOTA's Governance Council ("Board") in enacting policies and procedures that govern NCSOTA.

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

Definitions

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

- Verbal conduct such as epithets, derogatory jokes, comments or slurs.

Commented [1]: Client - This policy is required to be posted on the School's website in a prominent and readily accessible location and posted in school offices, staff lounges and any pupil government meeting rooms per Ed. Code sections 234.1 and 234.6.



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

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

- Placing a reasonable student¹ or students in fear of harm to that student’s or those students’ person or property.
- Causing a reasonable student to experience a substantially detrimental effect on the student’s physical or mental health.
- Causing a reasonable student to experience a substantial interference with the student’s academic performance.
- Causing a reasonable student to experience a substantial interference with the student’s ability to participate in or benefit from the services, activities, or privileges provided by NCSOTA.

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

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

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
 - Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of “bullying,” above.
 - Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “Credible impersonation” means to knowingly and without consent impersonate a

¹ “Reasonable student” is defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill and judgment in conduct for a person of the student’s age, or for a person of the student’s age with the student’s exceptional needs.

Commented [2]: CLIENT NOTE: Please note that within the CDE Bullying Policy, cyber bullying can involve all three types of bullying and takes place using electronic technology. (Pg 2 of the CDE’s Bullying Module.)



student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

- Creating a false profile for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- An act of “Cyber sexual bullying” including, but not limited to:
 - The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Bullying and Cyberbullying Prevention Procedures

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

Cyberbullying Prevention Procedures

NCSOTA advises students:

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

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

Education

Commented [3]: CLIENT NOTE: Education Code section 234.4 doesn't specify the exact bullying prevention procedures that must be adopted by schools. However, since the law requires schools to provide the CDE's bullying module to its staff who interact with students, the bullying prevention procedures developed by the School should be consistent with those outlined in the CDE's online bullying module, which include education and professional development components.

To develop these procedures, we used the CDE's bullying module and Stopbullying.gov–Bullying Training Prevention Center's bullying module, which is also recommended by the CDE and available at:

<https://www.stopbullying.gov/prevention/training-center/index.html>

Please let us know if these proposed procedures do not work for the School logistically or if they are inconsistent with the procedures the School plans to implement. We can work with the School to further tailor the procedures to align with the School's program.

Commented [4]: CLIENT NOTE: Please ensure the School's technology use policies align with the cyberbullying prevention procedures adopted by the School as part of this policy. If the School doesn't have a technology use policy, we can provide the School with a starting place draft for this policy upon request. These cyber-bullying prevention procedures were developed from the CDE's bullying module.

Commented [5]: Client - Please note that per EC section 234.6, charter schools are required to post on its website a section on social media bullying that includes all of the following references to possible forums for social media bullying:

(A) Internet websites with free registration and ease of registration.

(B) Internet websites offering peer-to-peer instant messaging.

(C) Internet websites offering comment forums or sections.

(D) Internet websites offering image or video posting platforms.

Please let us know if you would like us to provide you with some sample language that can be used to meet this requirement. Rather than having a separate page on the School's website, the School can elect to include the social media bullying language in this policy, which would also meet the requirement as long as the School posts the policy on its website as required.



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

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

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

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

Professional Development

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

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

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

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

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

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

Commented [6]: CLIENT NOTE: Teaching students about the difference between appropriate and inappropriate behaviors, how to advocate for themselves and others, and when to go to an adult for help are listed as recommended bullying prevention procedures in the CDE's bullying module. Please ensure the School's bullying prevention education aligns with the procedures adopted by the School in this Policy.

Commented [7]: CLIENT NOTE: The CDE recommends bullying prevention procedures be placed within the parent/student handbook, school safety plan, and the bullying prevention policy. (pg. 12)

Commented [8]: CLIENT NOTE: This is required per Ed. Code section 32283.5 (effective 1/1/19). The CDE's bullying module and online training module are currently located here:

<https://www.cde.ca.gov/ls/ss/se/bullyres.asp>

Commented [9]: CLIENT NOTE: Per Ed. Code section 218, schools that serve pupils in grades 7 to 12, inclusive, are encouraged to use CDE resources for the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ) pupils, and strategies to increase support for LGBTQ pupils and thereby improve overall school climate (which are to be updated by July 1, 2021) to provide training at least once every two years to teachers and other certificated employees.



Complaint Procedures

Scope of the Complaint Procedures

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

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

NCSOTA will comply with its Title IX Policy when investigating and responding to complaints alleging sex discrimination, including sex-based harassment, in its education program or activity, as applicable.

The following procedures shall be utilized for complaints of misconduct prohibited by this Policy that do not fall within the scope of NCSOTA’s Title IX Policy or comply with the writing, timeline, or other formal filing requirements of the UCP. A copy of NCSOTA’s Title IX Policy and UCP is available in the main office.

Submitting a Report or Complaint

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

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the Executive Director (or the Secretary of the Board if the complaint is against the Executive Director) as soon as possible after the incidents giving rise to the report or complaint.

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

While submission of a written report is not required, and NCSOTA will investigate and respond to all oral and written reports of misconduct prohibited by this Policy, the reporting party is

Commented [10]: Client - These procedures are intended to be consistent with most of our clients’ Internal Complaint/General Complaint Procedures. These specific procedures are not necessarily required. Per Ed. Code section 234.1, the complaint procedures must at a minimum include a timeline to investigate and resolve complaints and an appeal process. Please let us know if you would like to adjust these procedures.

Commented [11]: CLIENT NOTE: If the complainant is unable to put the complaint in writing, due to conditions such as a disability or illiteracy, the School must assist the complainant in the filing of the complaint.

Commented [12]: Client - You may adjust this as appropriate to reflect where these policies are kept (e.g., on the school’s website).

Commented [13]: Client - Per Ed. Code section 234.1, the School is required to maintain documentation of these complaints and their resolution for a minimum of one state Categorical Program Monitoring review cycle.

Commented [14]: Client - You may change these designations to better align with your program. Please let us know if you want to change these suggested designations so we can assist in revising the policy.



encouraged to submit a written report. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

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

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

NCSOTA prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy.

Investigation and Response

Upon receipt of a report or complaint of misconduct prohibited by this Policy, the Executive Director or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days.

Commented [15]: Client - This timeframe is flexible. Please let us know if you would like to change it.

At the conclusion of the investigation, the Executive Director or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation and resolution of the incident/situation. However, the Executive Director or designee will not reveal confidential information related to other students or employees.

If the complaint is against the Executive Director, a non-employee Board member who is not the Board Chair or a parent/guardian of a student at NCSOTA will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

Commented [16]: Client - These designations may be adjusted to better align with your organization. Please let us know if you want to change these designations. If you select a Board member as indicated here, the Board member should be annually appointed/designated as the "Complaint Officer" at the Board's annual training meeting.

Consequences

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from NCSOTA or termination of employment.

Right of Appeal

Should a complainant find NCSOTA's resolution unsatisfactory, for complaints within the scope of this Policy, the complainant may, within five (5) business days of notice of NCSOTA's decision or resolution, submit a written appeal to the Chair of the NCSOTA Board, who will serve as the

Commented [17]: Client - This appeal right will need to be consistent with any appeal provided for determinations of responsibility in the School's Title IX policy.

Commented [18]: Client - This designation may be adjusted. Please let us know if you want to change this designation.



decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal will notify the complainant of the final decision.

DRAFT

[INSERT CHARTER SCHOOL LETTERHEAD]

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



NEVADA CITY SCHOOL OF THE ARTS

Board Policy #: [INSERT]302a
Adopted/Ratified: [INSERT]10/1/2014
Revision Date: 01/27/2022; 02/27/2025[INSERT]

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

Four horizontal lines for describing the complaint.

I hereby authorize NCSOTA to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant _____ Date: _____

Print Name _____

To be completed by NCSOTA:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

4865-0092-2159, v. 4



[INSERT CHARTER SCHOOL LETTERHEAD]

TITLE IX POLICY PROHIBITING DISCRIMINATION ON THE BASIS OF SEX

This Title IX Policy Prohibiting Discrimination on the Basis of Sex (“Policy”) contains the policies and grievance procedures of Nevada City School of the Arts (“NCSOTA”) to address sex discrimination, including but not limited to sexual harassment, occurring within NCSOTA’s education program or activity.

NCSOTA does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and enrollment.¹

This Policy applies to conduct occurring in NCSOTA’s education programs or activities including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom NCSOTA does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as “Title IX”) may be referred to the NCSOTA Title IX Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by NCSOTA.

Prohibited Sexual Harassment

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

- An employee of NCSOTA conditioning the provision of an aid, benefit, or service of NCSOTA on an individual’s participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to NCSOTA’s education program or activity; or

¹ NCSOTA complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.

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Commented [1]: Client note - Per AB 34 and 543, the School’s sexual harassment policy 1) must be posted in a prominent and readily accessible location on the School’s website; 2) should be included in the School’s “regular policy statement”; 3) shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable; 4) shall be provided for each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired; 5) shall appear in any publication of the institution that sets forth the comprehensive rules, regulations, procedures, and standards of conduct for the institution (i.e., student handbook); and 6) shall be displayed in a prominent location in the main administrative building or other area of the campus or schoolsite where other similar notices/policies are posted.

Please note that in addition to this policy, the School is legally required to have certain Title IX language on the School’s website in compliance with Education Code section 221.61 including but not limited to the contact information for the Title IX coordinator, a link to the CDE’s Title IX information, the definition of discrimination and harassment based on sex as described in Section 230, and the rights set forth in Section 221.8. We can provide you with some sample language if desired.

Further, per EC section 231.6, charter schools serving pupils in any of grades 9 through 12, inclusive, shall create a poster that meets specific requirements and notifies pupils of the applicable sexual harassment policy. The poster shall be prominently and conspicuously displayed in each bathroom and locker room at the schoolsite. The poster shall display, at a minimum, all of the following:
(1) The rules and procedures for reporting a charge of sexual harassment.
(2) The name, phone number, and email address of an appropriate schoolsite official to contact to report a charge of sexual harassment.
(3) The rights of the reporting pupil, the complainant, and the respondent, and the responsibilities of the schoolsite in accordance with the applicable written

- “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

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

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

- Physical assaults of a sexual or sex-based nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults.
 - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another’s body, poking another’s body, violence, intentionally blocking normal movement or interfering with work or school because of sex.
- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
 - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person’s sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student’s or employee’s performance more difficult because of the student’s or the employee’s sex.
 - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive,

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

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

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

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

Party means a complainant or respondent.

Respondent means a person who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Supportive Measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a party before or after the filing of a formal complaint of sexual harassment or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to NCSOTA's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or NCSOTA's educational environment, or deter sexual harassment.

Title IX Coordinator

The Governance Council of NCSOTA ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

[INSERT NAME] [Angie Defeyter](#)
[INSERT TITLE] [Assistant Principal](#)
~~[INSERT CONTACT INFO, INCLUDING OFFICE ADDRESS, PHONE NUMBER AND EMAIL ADDRESS]~~ [13032 Bitney Springs Road, Nevada City, CA 95959](#)
[530-273-7736 x1018](#)
Angie.defeyter@ncsota.org

Commented [2]: Client Note: All of this contact information is required. Please ensure this is the same individual and contact information named in your Title IX website posting, handbooks, and recruiting materials.

The School may have more than one Coordinator. If the School wants to have more than one Coordinator, please let us know so we can revise the policy accordingly.

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In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator:

[INSERT NAME]
[INSERT TITLE]
[INSERT CONTACT INFO, INCLUDING OFFICE ADDRESS, PHONE NUMBER AND EMAIL ADDRESS]

Commented [3]: Client - We recommend having a backup Coordinator trained and ready to serve in the event the main/head Coordinator becomes unavailable or has a conflict. This will allow the School to stay in compliance.

The Coordinator is responsible for coordinating NCSOTA's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination, formal complaints of sexual harassment, and inquiries about the application of Title IX to NCSOTA, coordinating the effective implementation of supportive measures, and taking other actions as required by this Policy. The Coordinator or designee may serve as the investigator for formal complaints of sexual harassment.

Reporting Sex Discrimination

All employees must promptly notify the Coordinator when the employee has knowledge of or notice of allegations of sex discrimination or sexual harassment occurring within NCSOTA's education program or activity.

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

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

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

Commented [4]: Client Note – For a complaint of discrimination, bullying, harassment, discrimination or intimidation to fall under the UCP, it must be a written complaint. However, all reports of sex discrimination and harassment must be investigated even if they are oral or outside the UCP timelines, and appropriate action must be taken when necessary according to the results of the investigation.

Privacy

NCSOTA acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

Retaliation

NCSOTA prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual.

Response to Sexual Harassment

NCSOTA will respond promptly and in a manner that is not deliberately indifferent when it has actual knowledge, as defined in 34 C.F.R. § 106.30(a), of sexual harassment occurring in its education program or activity against a person in the United States.

NCSOTA's response will treat complainants and respondents equitably by offering supportive measures to a complainant, and by following the grievance procedures for formal complaints of sexual harassment that are listed below before imposing any disciplinary sanctions or other actions that are not supportive measures on a respondent for sexual harassment under Title IX.

Supportive Measures

Once notified of sexual harassment or allegations of sexual harassment occurring in NCSOTA's education program or activity against a person in the United States, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint of sexual harassment.

Supportive measures may include but are not limited to: counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; mutual restrictions on contact between the parties; changes in work or on-campus housing locations; leaves of absence; increased security and monitoring of certain areas of the campus; and other similar measures.

Supportive measures will not unreasonably burden either party or be imposed for punitive or disciplinary reasons. NCSOTA will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair NCSOTA's ability to provide the supportive measures. The Coordinator is responsible for coordinating the effective implementation of supportive measures.

Grievance Procedures

Scope and General Requirements

NCSOTA has adopted and published grievance procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited under Title IX and a grievance process that complies with 34 C.F.R. § 106.45 for formal complaints of sexual harassment.

Complaints of misconduct prohibited by this Policy that do not constitute a formal complaint of sexual harassment will be addressed in accordance with NCSOTA's Uniform Complaint

Commented [5]: Client - Many of the timeframes are flexible and can be revised to better align with the School's practices. Please let us know if you would like to revise any of the timeframes included in the grievance procedures.

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Procedures, its employment discrimination complaint procedures, or the grievance procedures set forth in its Harassment, Intimidation, Discrimination, and Bullying Policy, as applicable. The following grievance procedures will apply to formal complaints of sexual harassment.

Commented [6]: Confirm the title aligns with the title of the School's harassment, intimidation, discrimination and bullying policy.

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

NCSOTA requires that any Title IX Coordinator, investigator, decisionmaker, and any person designated by NCSOTA to facilitate an informal resolution process not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

NCSOTA will treat complainants and respondents equitably. NCSOTA presumes that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of its grievance procedures.

NCSOTA may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

NCSOTA allows for the temporary delay of the grievance process or limited extension of time frames on a case-by-case basis for good cause. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If the grievance process is temporarily delayed or a timeframe is temporarily extended by NCSOTA, the Coordinator or designee will notify the parties of the reason for the delay or extension in writing.

NCSOTA will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence.² Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

Dismissal

NCSOTA must dismiss a formal complaint of sexual harassment for purposes of sexual harassment under Title IX if the conduct alleged:

- Would not constitute sexual harassment under Title IX even if proved;
- Did not occur in NCSOTA's education program or activity; or
- Did not occur against a person in the United States.

NCSOTA may dismiss a formal complaint of sexual harassment or any of the allegations therein if:

- The respondent is no longer enrolled or employed by NCSOTA;

² Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

- A complainant notifies the Coordinator in writing that the complainant would like to withdraw the complaint or any allegations therein; or
- Specific circumstances prevent NCSOTA from gathering sufficient evidence to reach a determination as to the complaint or allegations therein.

Upon dismissal, the Coordinator or designee will promptly send written notice of the dismissal and reason(s) therefore simultaneously to the parties. Dismissal under Title IX does not preclude action under another applicable NCSOTA policy.

Notice of the Allegations

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will provide written notice of the allegations to the parties whose identities are known. The notice will include:

- NCSOTA's grievance procedures and any informal resolution process;
- The allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details includes the identities of the parties involved in the incident(s), if known, the conduct allegedly constituting sexual harassment under Title IX, and the date(s) and location(s) of the alleged incident(s), if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and a determination regarding responsibility is made at the conclusion of the grievance process;
- A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
- A statement that NCSOTA prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

Emergency Removal

NCSOTA may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with NCSOTA's policies.

NCSOTA may remove a respondent from NCSOTA's education program or activity on an emergency basis, in accordance with NCSOTA's policies, provided that NCSOTA undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any person arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Informal Resolution

At any time after a formal complaint of sexual harassment is filed and prior to determining whether sexual harassment occurred under NCSOTA's Title IX grievance procedures, NCSOTA may offer an informal resolution process to the parties. NCSOTA will not offer or facilitate informal resolution to resolve allegations that an employee sexually harassed a student, or when such a

Commented [7]: Client – Regardless of any determination on whether to remove a student or employee on an emergency basis, the School still must follow the grievance process before imposing any disciplinary sanctions or other actions that are not supportive measures (e.g., terminations or expulsions) against a respondent. Emergency removal is not a substitute for reaching a determination as to a respondent's responsibility; rather, emergency removal is for the purpose of addressing imminent threats posed to any person's health or safety, which might arise out of the sexual harassment allegations. Emergency removals allow schools to address emergency situations, whether or not a grievance process is underway, provided that the school first undertakes an individualized safety and risk analysis and provides the respondent notice and opportunity to challenge the removal decision.

process would conflict with Federal, State, or local law. Parties will not be required or pressured to agree to participate in the informal resolution process.

Before initiation of the informal resolution process, NCSOTA will obtain the parties' voluntary, written consent to participate in the informal resolution and provide the parties with a written notice that explains:

- The allegations;
- The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint of sexual harassment arising from the same allegations;
- The right to withdraw and initiate or resume the grievance procedures at any time prior to agreeing to a resolution; and
- Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Investigation

In most cases, a thorough investigation will take no more than thirty (30) business days. NCSOTA has the burden to conduct an investigation that gathers sufficient evidence to determine whether sexual harassment occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed, considered, or disclosed), regardless of whether they are relevant:

- A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless NCSOTA obtains that party's voluntary, written consent to do so for these grievance procedures; and
- Evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview. The parties will not be prohibited from discussing the allegations under investigation or from gathering and presenting relevant evidence. A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.

Before the investigator completes the investigative report, NCSOTA will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties

will have at least ten (10) days to submit a written response for the investigator to consider prior to completing the investigation report.

The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

Determination of Responsibility

Before making a determination of responsibility, the decision maker must afford each party the opportunity to submit written, relevant questions that a party wants to ask of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision maker must explain to the party proposing the questions any decision to exclude a question as not relevant.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days after NCSOTA sends the investigation report to the parties, the decisionmaker, who will not be the same person as the Coordinator or investigator, will simultaneously send the parties a written determination of whether sexual harassment occurred. The written determination will include:

- The allegations of sexual harassment;
- A description of the procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- The findings of facts supporting the determination;
- The conclusions regarding the application of NCSOTA's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any recommended disciplinary sanctions for the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

The determination regarding responsibility becomes final either on the date that NCSOTA provides the parties with the written appeal decision, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Appeals

Either party may, within five (5) business days of their receipt of NCSOTA's written determination of responsibility or dismissal of a formal complaint of sexual harassment, submit a written appeal to the Chair of the NCSOTA Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal.

Commented [8]: Client Note: The School may change this reference to an administrator at the School who is in a position above the person making the initial decision as long as it is someone who is trained, was not involved in the investigation or responsible for the initial decision, and does not have a conflict of interest. The School could also use the Board to make the appeal decision, which may ultimately delay the process, but that creates some Brown Act issues and anyone on the Board who has a conflict or who participated in the investigation or initial decision would need to recuse themselves.

The complainant and respondent may only appeal from a determination regarding responsibility or NCSOTA's dismissal of a formal complaint of sexual harassment or any allegations therein, on one or more of the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
- The Coordinator, investigator(s), or decision maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The decision maker for the appeal will not be the same person as the Coordinator, the investigator or the initial decision maker.

The decision maker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of notice of the appeal; and 4) within fifteen (15) business days of the appeal, provide a written decision simultaneously to the parties describing the result of the appeal and the rationale for the result.

Consequences

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

Training

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

Recordkeeping

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

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

Commented [9]: Client – the School must make these training materials publicly available on its website or, if it does not have a website, make them available for inspection by the general public upon request.

Board Policy #: [\[INSERT\]302b](#)
Adopted/Ratified: [\[INSERT\]10/1/2014](#)
Revision Date: [01/27/2022; 02/27/2025](#)[\[INSERT\]](#)

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- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

DRAFT

[INSERT CHARTER SCHOOL LETTERHEAD]

TITLE IX SEX DISCRIMINATION AND HARASSMENT COMPLAINT FORM

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant Date: _____

Print Name

To be completed by NCSOTA:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____



EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY

The Nevada City School of the Arts (“NCSOTA” or the “School”) Charter Governance Council desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging State academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

Definition of Homeless Children and Youth

The term “homeless children and youth” means individuals who lack a fixed, regular and adequate nighttime residence ~~It and~~ includes children and ~~youths~~youth who ~~lack a fixed, regular, and adequate nighttime residence and~~ (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

Charter School Liaison

The School Director designates the following staff person as the Charter School Liaison for homeless students (42 U.S.C. §§ 11432(g)(1)(J)(ii) ~~& (e)(3)(C)(i)(IV))~~):

Jenn Goulart
Parent Resource Coordinator
13032 Bitney Springs Rd, Nevada City, CA 95959
530-273-7736 x 1003

The Charter School Liaison shall ensure that the following requirements are fulfilled by the Charter School (42 U.S.C. § 11432(g)(6)):

Commented [MMH1]: Confirmed 12/1/21. Internal Note: (42 U.S.C. § 11434(a)(2)(B)).

Commented [JJR2]: Client Note: It is permissible for a local education agency (LEA) operating more than one charter school to designate a single staff person to serve as the LEA’s required liaison across one or more schools. A separate liaison for each school is not required. However, the designated staff person must be able to carry out the required liaison duties for any and all school(s) under their designation. Please be sure to designate a staff person(s) accordingly.

Commented [MMH3]: Client Note: Please review and revise to align with the School’s preferred admin designee.

Commented [MMH4]: Confirmed 12/1/21. Internal Note: confirmed citation

Commented [JJR5R4]: However, 42 USC 11432(e)(3)(C)(i)(IV) relates to the State’s eligibility and the requirements that must be satisfied to receive funds under the circumstances described in subparagraph (B) of 42 USC 11432(e)(3). Subparagraph (B) is the section describing the exceptions to the Act’s general prohibition against segregating homeless students. I don’t believe that applies here. If it does, then the section requires notice of not only the contact information for the local liaison, but also the State Coordinator for Education of Homeless Children and Youth.

Commented [MMH6]: Confirmed 12/1/21. Internal Note: confirmed citation



1. Homeless students are identified by ~~school~~ Charter School personnel ~~and~~, through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at NCSOTA.
3. Homeless students and families receive educational services for which they are eligible, including: services through Head Start programs (including Early Head Start programs) under the Head Start Act; early intervention services under part C of the Individuals with Disabilities Education Act (“IDEA”); any other preschool programs administered by NCSOTA, if any; and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, NCSOTA charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

The California Department of Education (“CDE”) publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: <https://www.cde.ca.gov/sp/hs/>

Enrollment

Commented [MB7]: Client Note: See detailed description under the Housing Questionnaire section below.

Commented [JJR8]: **Confirmed 12/1/21** Internal note: 42 USC § 11432(g)(6)(A)(v).

Commented [MMH9]: **Confirmed 12/1/21** Internal Note: 42 USC § 11432(g)(6)(A)(vi).

Commented [JJR10]: **Confirmed 12/1/21** Internal note: 42 USC § 11432(g)(6)(A)(vii).

Commented [JJR11]: **Confirmed 12/1/21** Internal note: 42 USC § 11432(g)(6)(A)(viii).

Commented [MMH12]: **Confirmed 12/7/21** Internal Note: 42 USC § 11432(g)(6)(A)(ix).

Commented [MMH13]: **Confirmed 12/1/21** Internal Note: 42 USC § 11432(g)(6)(C).

Commented [MMH14]: **Confirmed 12/1/21** Internal Note: 42 USC § 11432(g)(6)(A)(x).

Commented [CLF15]: Internal Note - Consistent with Jason’s comments below, 42 USC § 11432(g)(6)(B) states, “State Coordinators established under subsection (d)(3) and local educational agencies shall inform school personnel, service providers, advocates working with homeless families, parents and guardians of homeless children and youths, and homeless children and youths of the duties of the local educational agency liaisons, and *publish an annually updated list of the liaisons on the State educational agency’s website.*” (Emphasis added.) Given the above language, I recommend that we include this link in the annual notice and here, which I believe will satisfy the above requirement in the most manageable way. This seems like the most appropriate place for this information in the policy. FYI – the list posted on the CDE’s website appears to be outdated.

Commented [MMH16R15]: **Confirmed 12/1/21** CDE website last updated 10/18/21. List last updated July 2021.

Commented [MMH17]: Client Note: Please give this list a review and ensure that your school and Charter School Liaison are included on this list.



NCSOTA will work with homeless students and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a homeless student's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

NCSOTA shall immediately admit/enroll the student (for which the Charter School is a School of Origin). "School of Origin" means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

NCSOTA shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to NCSOTA's Charter School's capacity and pursuant to the procedures stated in the NCSOTA charter and Board policy). A homeless youth who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

The youth shall be immediately enrolled even if the student lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the student needs to obtain immunizations or does not possess immunization or other medical records, the Director or designee shall refer the parent/guardian to the Charter School Liaison. The Charter School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

A homeless youth may remain in the student's school of origin for the entire period for which the youth is homeless. Homeless students have the right to remain in their school of origin following the termination of the child's status as a homeless student as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the Charter School operates an intersession program, Charter School shall grant priority access to homeless students. Notwithstanding any other law, if the homeless student will be moving during an intersession period, the pupil's parent, guardian, educational rights holder ("ERH"),

Commented [RAD18]: Internal Note: EC 48850

Commented [MMH19]: Internal Note: Eligibility for Interscholastic Sports Upon Transfer. EC 48850

Commented [CF20]: Internal Note: EC 48850(a)(1)

Commented [MMH21]: Confirmed 12/7/21 Client Note: In general, charter schools are not required to hold a spot for homeless youth that voluntarily withdraw. EC 47605(d)(3). However, in general charter schools are required to re-enroll homeless students if the charter school is the student's "school of origin" and the parent/rights holder believes it is in their best interest.

The McKinney Vento Act requires that the LEA "serving each child or youth to be assisted under this part shall, according to the child's or youth's best interest—

- (i) continue the child's or youth's education in the school of origin for the duration of homelessness—
 - (I) in any case in which a family becomes homeless between academic years or during an academic year; and
 - (II) for the remainder of the academic year, if the child or youth becomes permanently housed during an academic year; or
- (ii) enroll the child or youth in any public school that nonhomeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

The Act also requires that if a dispute arises "over eligibility, or school selection or enrollment in a school . . . the child or youth shall be immediately enrolled in the school in which enrollment is sought, pending final resolution of the dispute, including all available appeals. . ." These requirements exist irrespective of whether the homeless youth:

- (I) is unable to produce records normally required for enrollment, such as previous academic records, records of immunization and other required health records, proof of residency, or other documentation; or
- (II) has missed application or enrollment deadlines during any period of homelessness.

As such, some authorizers/the CDE may take issue with charter schools not holding spaces open for possible homeless youth to enroll.

If the charter school is considered the student's "school of origin" the student may have a right to enroll within at the charter school even if the school is at capacity. This provision explicitly applies

Commented [RAD22R21]: Internal note: CA allows foster youth in high school to stay in the school of origin through graduation. It does not appear that CA has extended the same protection to homeless youth.

Commented [MMH23]: Confirmed 12/7/21 Internal Note: EC 48852.7

Commented [RAD24]: Confirmed 12/7/21 Internal Note: McKinney Vento includes language related to residency requirements: . . . enroll the child or youth in any public school that nonhomeless students who live in the attendance area in

Commented [RAD25]: Confirmed 12/7/21 Internal Note: 42 USC 11434a

Commented [MMH26]: Confirmed 12/7/21 Internal Note: confirmed citation.

Commented [MMH27]: Confirmed 12/7/21 Internal Note: confirmed citation.

Commented [CLF28]: Internal Note: EC 48852.7.



Indian custodian¹ in the case of an Indian child, or, if none of the preceding are applicable, an accompanied homeless student themselves shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

Commented [MB29]: Internal: EC 48850/AB 373

Enrollment Disputes

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to Charter School's capacity) and pursuant to the procedures stated in the Charter School charter and Board policy), pending final resolution of the dispute, including all available appeals. ~~(42 U.S.C. § 11432(g)(3)(E).)~~

Commented [LAC30]: Client Note: The U.S. Department of Education urges charter schools to anticipate leaving space for homeless students and/or increasing capacity to accommodate a homeless student.

The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. ~~He/she/The parent/guardian~~ shall also be referred to the Charter School Liaison. ~~(42 U.S.C. § 11432(g)(3)(E).)~~

The Charter School Liaison shall carry out the Board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

Commented [MMH31]: Confirmed 12/7/21 Internal Note: confirmed citation.

Housing Questionnaire

NCSOTA shall administer a housing questionnaire for purposes of identifying homeless children and youth. NCSOTA shall ensure that the housing questionnaire is based on the best practices developed by the CDE. NCSOTA shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at NCSOTA. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in the primary language other than English spoken by fifteen (15) percent or more of the students enrolled at NCSOTA and shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. NCSOTA shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

Commented [MB32]: Client note: AB 27 added Ed. Code 48851 which requires all LEAs to administer a housing questionnaire to all students/families beginning no later than the end of the 2021-22 school year. The CDE's Model Housing Questionnaire is available at: <https://www.cde.ca.gov/sp/hs/cv/documents/housingquestionnaire.pdf>

Comparable Services

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in NCSOTA such as (42 U.S.C. § 11432(g)(4)):

Commented [MMH33]: Confirmed 12/7/21 Internal Note: confirmed citation.

- Transportation services in the form of gas vouchers

Commented [MMH34]: Confirmed 12/7/21 Internal Note: confirmed citation.

¹ "Indian custodian" means any Indian person who has legal custody of an Indian child under tribal law or custom or under State law or to whom temporary physical care, custody, and control has been transferred by the parent of such child. Section 1903 of Title 25 of the United States Code



- Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
- Programs in vocational and technical education
- Programs for gifted and talented students
- Charter School nutrition programs

Transportation

In the event that NCSOTA provides transportation services to all NCSOTA students, NCSOTA shall provide comparable transportation services to each homeless child or youth attending NCSOTA, as noted above. (42 U.S.C. § 11432(g)(4).)

If the NCSOTA does not otherwise provide transportation services to all NCSOTA students, NCSOTA shall ensure that transportation is provided for homeless students to and from NCSOTA, at the request of the parent or guardian (or Charter School Liaison), if NCSOTA is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J); ~~1~~). Transportation provided by NCSOTA will be adequate and appropriate for the student's situation, but NCSOTA does not commit to any one method of transportation for all youth.

Professional Development

~~NCSOTA will provide professional development opportunities for school personnel and the school liaison designated under subsection (g)(1)(J)(ii) to assist such personnel and liaison in identifying and meeting the needs of homeless children and youths, and provide training on the definitions of terms related to homelessness specified in sections 11302, 11360, and 11434a of this title to the liaison. (42 U.S.C. § 11433(d)(3).) All identified or suspected homeless children and youth will be referred to the School Liaison.~~

All administrators, teachers and employees of NCSOTA, including the Charter School Liaison, will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. The Charter School Liaison will verify that the Charter School is providing the required training to school personnel providing services to youth experiencing homelessness at least annually through the CDE's verification system. (Education Code Section 48852.5(c)(2).)

The Charter School Liaison shall offer training to NCSOTA certificated and classified employees providing services to students experiencing homelessness, including, but not limited to, teachers, support staff, and other school staff who work with pupils, at least annually relating to:

- (1) NCSOTA's homeless education program policies; and
- (2) Recognition of signs that pupils are experiencing, or are at risk of experiencing, homelessness.

Commented [RAD35]: Client Note: this list is intended as examples. If your school does not offer home-school transportation for all youth, you do not need to provide home-school transportation for homeless youth except as specified below. However, if you offer transportation for all youth to field trips, this would also need to be provided to homeless youth. You may edit this list to reflect the programs and services offered by your school.

Commented [MMH36]: **Confirmed 12/7/21** Client Note: The School may use funds awarded through subgrants for homeless students to defray the excess cost of transportation. (42 U.S.C. § 11433(d)(5).)

Commented [MMH37]: **Confirmed 12/7/21** Internal Note: confirmed citation.

Commented [LAC38]: **Confirmed 12/7/21** Client Note: The requirement under the McKinney Vento Act is to provide transportation upon request to and from the school of origin. The term "school of origin" means the school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled. When the child or youth completes the final grade level served by the school of origin, as described in clause (i), the term "school of origin" shall include the designated receiving school at the next grade level for all feeder schools.

Commented [SKB39]: Internal Note: Upon clients inquiring about whether they were required to provide transportation to homeless youth upon request, when they do not provide transportation of any kind, I looked into the case law on this point. There is at least one case (plus a RAPP section) that states schools must only provide "comparable" services. Therefore, if transportation is not provided, then they may revise to state that while transportation is not currently offered to any student, if it is provided in the future, the School shall ensure transportation is provided upon request per these sections. (*Lampkin v. District of Columbia*, 879 F. Supp. 116, 125, 99 Educ. L. R. 137 (D.D.C. 1995).) See also, RAPP 1-4 EDUCATION LAW § 4.04 (2017)

Commented [RAD40]: Client Note: Options for transportation may include, but are not limited to, gas vouchers, public transportation vouchers, or mileage reimbursement to parents. The method of transportation must not interfere with the student's ability to access education.

Commented [MB41]: **NEW** Client Note: Please note that this section is optional for school staff that do not provide services to students experiencing homelessness. Accordingly, you may delete this section if so desired.

However, please note that professional development for the School Liaison is not optional and is required. (42 U.S.C. § 11432(f)(6):

provide professional development opportunities for local educational agency personnel and the local educational agency liaison designated under subsection (g)(1)(J)(ii) to assist such personnel and liaison in identifying and meeting the needs of homeless children and youths, and provide training on the definitions of terms related to homelessness specified in sections 11302, 11360, and 11434a of this title to the liaison.

Also, professional development for those staff members who do provide services to students experiencing homelessness is legally required, pursuant to the below paragraph.

Commented [MB42]: **NEW** Comment to Client: This requirement is effective January 1, 2022, pursuant to EC 48852.5(c)(2).



The Charter School Liaison shall inform such employees of the availability of training and the services the Charter School Liaison provides to aid in the identification and provision of services to students who are experiencing, or are at risk of experiencing, homelessness.

Commented [MB43]: **NEW** Comment to Client: Training for the school personnel identified here is required pursuant to Ed Code section 48851.3(c) [AB 408]

Acceptance of Course Work

Commented [RAD44]: **Confirmed 12/7/21** Internal Note: EC 51225.2

The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Notice

Commented [CLF45]: Client Note: There is an annual notice requirement for this policy. Therefore, the School may provide families with the complete policy or the legally required sections of this policy as notice. If you have any questions, please let us know. We can provide you with some sample language if desired

For any homeless student who seeks enrollment at the Charter School, written notice will be provided to the parent/guardian at the time of enrollment and at least annually while the student is enrolled at the Charter School ~~in alignment with the law. (42 U.S.C. § 11432(e)(3)(C)).~~

~~The notice shall be signed by the parent or guardian (or, in the case of an unaccompanied youth, the youth) and notifies them of their rights pursuant to this policy. Specifically, the notice shall state that no homeless child or youth is required to attend a separate school for homeless children or youths; that homeless children and youths shall be provided comparable services as described above, including transportation services, educational services, and meals through school meals programs; and that homeless children and youths should not be stigmatized by School personnel; and provides contact information for the School Liaison and the State Coordinator for Education of Homeless Children and Youths.~~

Annual Policy Review

Commented [MB46]: **NEW** Client Note: Pursuant to Ed Code section 48851.3(b), an LEAs review of this policy shall happen at least once every three years.

The Charter School shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently

However, we recommend that this policy review be undertaken annually. Although 42 USC § 11431 et seq. does not explicitly call for this review to be done annually, the Act requires this review for any LEA receiving assistance under the Act and funding determinations are made on an annual basis.



attending school. NCSOTA's review of its homeless education program policies shall use resources developed by the CDE and posted on the CDE's internet website and resources developed by homeless education technical assistance centers established using funding from the American Rescue Plan Act of 2021.

Commented [JJR47]: Confirmed 12/7/21 Internal Note: 42 USC § 11431(2) and 42 USC § 11432(g)(7)(A)-(C).

School Website Posting

NCSOTA shall ensure that the following information is posted, and updated as necessary, on its internet website:

- The name and contact information of the Charter School Liaison(s) for homeless children and youths.
- The contact information of any employee or contractor that assists the Charter School Liaison in completing the Liaison's duties.
- Specific information regarding the educational rights and resources available to persons experiencing homelessness.

Commented [MB48]: Client Note: Per EC 48852.6 (AB 27), the Charter School must post the Charter School Liaison's contact information on the school website (and the contact information of any employees/contractors whose duties include assisting the liaison in completing the liaison's duties under 42 USC 11432(g)(6).

The school website must also include specific information regarding the educational rights and resources available to persons experiencing homelessness.

Commented [MB49]: Client Note: While not required to be included in the Policy, the Charter School may want to keep this section here to remind itself of the required website postings related to this Policy, per Ed Code section 48852.6

Complaints of Noncompliance

A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office or on the school website.

Commented [CLF50]: Comment for the Client: Please ensure the School has a UCP policy and that it is located in the main office. If it is located elsewhere (e.g., the School website), please revise the reference here to reflect where the UCP policy is located. If the School does not have a UCP policy, please let us know and we would be happy to draft a UCP policy for the School.

4864-9270-3494, v. 1



EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY

The Charter Governance Council of Nevada City School of the Arts (“NCSOTA” or the “Charter School”), a California nonprofit public benefit corporation operating public charter schools, adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by NCSOTA.

1. DEFINITIONS

1. Definitions

a. “Education Record

- **”**: An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche that directly relates to a student and is maintained by NCSOTA or by a party acting for NCSOTA. Such information includes, but is not limited to:

1. **a.** Date and place of birth; parent and/or guardian’s address, mother’s maiden name and where the parties may be contacted for emergency purposes₂.
2. **b.** Grades, test scores, courses taken, academic specializations and school activities₂.
3. **c.** Special education records₂.
4. **d.** Disciplinary records₂.
5. **e.** Medical and health records;
6. **f.** Attendance records and records of past schools attended, ~~and/or~~.
7. **g.** Personal information such as, but not limited to, a student’s name, the name of a student’s parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

1. **a.** Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record₂.
2. **b.** Records maintained by a law enforcement unit of ~~NCSOTA~~ NCSOTA that were created by that law enforcement unit for the purpose of law enforcement₂.
3. **c.** In the case of a person who is employed by NCSOTA but not in attendance

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at NCSOTA, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee, and are not available for any other purpose;

4. ~~d.~~ — Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in ~~his or her~~ their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at NCSOTA;
5. ~~e.~~ — Records that only contain information about an individual after ~~he or she~~ the individual is no longer a student at NCSOTA; or
6. ~~f.~~ — Grades on peer-graded papers before they are collected and recorded by a teacher.

~~2.~~ — "Personally Identifiable Information"

- ~~2.~~ ": Personally identifiable information ("PII") is information about a student that is contained in ~~his or her~~ their education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 ("FERPA"). ~~Personally identifiable information~~ PII includes, but is not limited to: a student's name; the name of a student's parent or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in ~~combinations~~ combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who NCSOTA reasonably believes knows the identity of the student to whom the education record relates.

~~b.~~ ~~3.~~ — "Directory Information"

- NCSOTA: Directory information is information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Charter School may disclose the ~~personally identifiable information~~ PII that it has designated as directory information, consistent with the terms of the annual notice provided by NCSOTA pursuant to the FERPA (20 U.S.C. § 1232g). NCSOTA has designated the following information as directory information:

1. ~~a.~~ — Student's name

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NEVADA CITY SCHOOL OF THE ARTS

Board Policy #: 304
Adopted/Ratified: 01/16/2020
Revision Date: 02/27/2025

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2. ~~_____~~ Student’s address
3. ~~_____~~ Parent/guardian’s address
4. ~~_____~~ Telephone listing
5. ~~_____~~ Student’s electronic mail address
6. ~~_____~~ Parent/guardian’s electronic mail address
7. ~~_____~~ Photograph/video
8. ~~_____~~ Date and place of birth
9. Dates of attendance
- 8-10. Grade level
11. ~~4. _____~~ Participation in officially recognized activities and sports
12. Weight and height of members of athletic teams
13. Degrees, honors, and awards received
14. The most recent educational agency or institution attended
15. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

~~e. _____~~ “Parent

- ”: Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

~~5. _____~~

~~d. _____~~ “Eligible Student

- ”: Eligible student means a student who has reached eighteen (18) years of age.

~~_____~~ 6. _____ “School Official

- ”: A school official is a person employed by NCSOTA as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Charter Governance Council of NCSOTA. A school official also may include a volunteer for NCSOTA or an independent contractor of NCSOTA, consultant, vendor, or other party who performs an institutional service or function for which NCSOTA would otherwise use its own employees and who is under the direct control of NCSOTA with respect to the use and maintenance of ~~personally identifiable information~~ PII from education records, such as an attorney, auditor, medical consultant, or therapist, ~~or contracted provider of digital educational platforms and/or services;~~ a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing ~~his or her~~ their tasks.

~~_____~~ 7. _____ “Legitimate Educational Interest



- ~~”~~: A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill ~~his or her~~their professional responsibility.

~~b. II.~~ **DISCLOSURE OF DIRECTORY INFORMATION**

a. Disclosure Of Directory Information

At the beginning of each school year, NCSOTA shall provide parents and eligible students with a notice containing the following information: 1) The type of ~~personally identifiable information~~PII it designates as directory information; 2) The parent’s or eligible student’s right to require that NCSOTA not release “directory information” without obtaining prior written consent from the parent or eligible student; and 3) The period of time within which a parent or eligible student must notify NCSOTA in writing of the categories of “directory information” that it may not disclose without the parent’s or eligible student’s prior written consent. NCSOTA will continue to honor a valid request to opt out of the disclosure of a former student’s directory information made while the former student was in attendance unless the student rescinds the opt out request.

~~e. III.~~ **ANNUAL NOTIFICATION TO PARENTS AND ELIGIBLE STUDENTS**

b. Annual Notification To Parents And Eligible Students

At the beginning of each school year, in addition to the notice required for directory information, ~~NCSOTA~~Charter School shall provide eligible students currently in attendance and parents of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

1. Inspect and review the student’s education records;
2. Seek amendment of the student’s education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student’s privacy rights;
3. Consent to disclosures of ~~personally identifiable information~~PII contained in the student’s education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
4. File with the U.S. Department of Education a complaint concerning alleged failures by NCSOTA to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that NCSOTA not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;

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- 2. The procedure for requesting amendment of records;
- 3. A statement that NCSOTA forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and
- 4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

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~~d. IV. PARENTAL AND ELIGIBLE STUDENT RIGHTS RELATING TO EDUCATION RECORDS~~

c. Parental And Eligible Student Rights Relating To Education Records

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the School Director. Within five (5) business days, NCSOTA shall comply with the request.

a. 1. Copies of Education Records

NCSOTA will provide copies of requested documents within five (5) business days of a written request for copies. NCSOTA may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former ~~pupils-students'~~ records or (2) up to two verifications of various records of former ~~pupils-students~~. The charge will not include a fee to search for or to retrieve the education records.

b. 2. Request for Amendment to Education Records

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the School Director or designee to correct or remove any information in the student's education record that is any of the following:

- ~~e.d. (1)~~ — Inaccurate.
 - ~~f.e. (2)~~ — Misleading.
 - ~~g.f. (3)~~ — In violation of the privacy rights of the student.
- ~~NCSOTA~~

The Director or designee will respond within thirty (30) days of the receipt of the request to amend. NCSOTA's response will be in writing and if the request for amendment is denied, NCSOTA will set forth the reason for the denial and inform the parent or eligible student of ~~his or her~~their right to a hearing challenging the content of the education record ~~as described below~~.



If the School Director sustains any or all of the allegations, ~~he or she~~ the Director must order the correction or the removal and destruction of the information. The School Director or designee must then inform the parent or eligible student of the amendment in writing.

If the Executive Director sustains the parent or eligible student's request to change the student's name and/or gender, Charter School shall add a new document to the student's record that includes all of the following information:

- a. The date of the request.
- b. The date the requested records were corrected.
- c. A list of the records requested to be corrected.
- d. The type of documentation, if any, provided to demonstrate a legal change to the student's name and/or gender. The parent or guardian of the student is not required to provide documentation of a legal change to the student's name and/or gender.
- e. The name of the employee who completed the request.
- f. The student's corrected and former names and/or genders.

Charter School shall immediately update a former student's records to include the student's updated legal name or gender if the Charter School receives government-issued documentation demonstrating that the former student's legal name or gender has been changed. Acceptable government issued identification includes but is not limited to:

- a. State-issued driver's license.
- b. Birth certificate.
- c. Passport.
- d. Social security card.
- e. Court order indicating a name change or a gender change, or both.

If requested by the former student, the Charter School shall reissue any documents conferred upon the former student with the former student's updated legal name or gender. Documents that may be reissued by Charter School include, but are not limited to, a transcript, a high school diploma, a high school equivalency certificate, or other similar documents conferred upon the former student.

If a former student requests that their name or gender be changed and the requested records are reissued, the Charter School shall add a new document to the former student's file that includes all of the following:

- a. The date of the request.
- b. The date the requested records were reissued to the former student.
- c. A list of the records that were requested by, and reissued to, the former student.
- d. The type of documentation provided by the former student in order to demonstrate the legal name or gender change.
- e. The name of the employee who completed the request.
- f. The current and former name or gender of the former student.

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a. 3. Hearing to Challenge Education Record

If ~~NCSOTA~~the Executive Director or designee denies a parent/guardian or eligible student’s request to amend an education record, the parent/guardian or eligible student may, within thirty business (30) days of the denial, request in writing that ~~he/she~~the parent/guardian or eligible student be given the opportunity for a hearing to challenge the content of the student’s education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student. Notice of the date, time and place of the hearing will be sent by Charter School to the parent or eligible student no later than twenty (20) days before the hearing.

~~The School Director or the Board Chair may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release information from the pupil’s records to the members of the panel convened. The hearing panel shall consist of the following persons:~~

- ~~(1) The School Director of a public school other than the public school at which the record is on file;~~
- ~~(2) A certificated employee; and~~
- ~~(3) A parent appointed by the School Director or by the Charter Governance Council, depending upon who convenes the panel.~~

~~The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by NCSOTA to the parent or eligible student no later than twenty (20) days before the hearing.~~

~~The hearing will be conducted by the Director or designee, who shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given~~

Parent/Guardian or Eligible Student Rights at the Hearing

- ~~● To present information and evidence concerning a clerical or recording error in the education record which needs to be corrected. The hearing is not an opportunity to review substantive decisions by [SCHOOL ABBREVIATION] concerning evaluation of academic work or outcomes of disciplinary proceedings.~~
- ~~● To have the hearing adjudicated by a hearing entity that does not have a direct interest in the outcome of the hearing;~~
- ~~● To be advised by one or more individuals, including counsel at their own expense;~~
- ~~● To have a full and fair opportunity to present evidence relevant to the issues relating to the challenge concerning requested corrections to the education record. The parent or eligible student may also, at his/her own expense, be assisted or represented by one or more individuals of his/her choice, including an attorney. The decision of the Director or designee will be ;~~



- ~~To receive, within a reasonable period of time after the hearing, but not more than thirty (30) business days, a written decision based solely on the evidence presented provided at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, NCSOTA's. The decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision-; and~~
- ~~If, as~~ To submit a result of statement into the student's education record commenting on the contested portion of the record which will be provided to any person who later views that portion of their education record, if the amendment is denied.

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NCSOTA Rights and Responsibilities When a Hearing is Requested

- ~~NCSOTA shall appoint a neutral hearing. NCSOTA decides that the information entity that does not have a direct interest in the hearing outcome to preside over the hearing in accordance with FERPA requirements. The hearing shall in all respects be under the control of the hearing entity and shall not be subject to formal rules of evidence or procedure. The hearing entity may be either 1) a neutral hearing officer who is appointed by the President of the Governance council Chair, and a NCSOTA employee, or 2) the NCSOTA Governance Council.~~
- ~~NCSOTA shall deny a request for a hearing when the proposed amendment to the education record includes anything more than correcting clerical errors.~~
- ~~NCSOTA shall schedule a hearing within a reasonable time, but not more than thirty (30) business days, after receiving the hearing request.~~
- ~~NCSOTA shall provide evidence to the hearing entity to support the previous determination not to amend the student's education record.~~

Role of the Hearing Entity

- ~~To allow the parent/guardian or an eligible student the opportunity to present evidence relevant to the issues raised. The hearing entity has the right to determine whether particular evidence presented is relevant to the record and issue(s) in question.~~
- ~~To make their decision solely on the evidence presented at the hearing.~~
- ~~To provide the parent/guardian or eligible student with a written decision, including a summary of the evidence and reason for the decision within a reasonable period of time after the hearing.~~

Outcome

~~If the hearing entity finds that the record is inaccurate, misleading, or otherwise in violation of the privacy rights of the student, NCSOTA will amend the record accordingly and inform the. The parent/guardian or eligible student of the amendment will be notified in writing.~~

~~If, as a result of the correction. If the hearing, NCSOTA decides entity finds that the information in the education record is not inaccurate, misleading, or otherwise in violation~~



of the privacy rights of the student, ~~it shall inform the parent or eligible~~ NCSOTA will notify the student of the right to place a statement in the record commenting on the contested ~~information in~~ portion of the record, or stating why ~~he/she~~ the student disagrees with the decision of NCSOTA ~~not to amend~~, or both. ~~If NCSOTA places a statement by the parent or eligible student in the education records of a student, it~~ NCSOTA will maintain ~~the~~ this statement with the contested ~~part~~ portion of the student's education record for as long as the record is maintained ~~and disclose the~~. The statement will be disclosed whenever ~~it discloses the~~ the Charter School is required to disclose the portion of the record to which the statement relates.

~~h. V.~~ **DISCLOSURE OF EDUCATION RECORDS AND DIRECTORY INFORMATION**

NCSOTA

g. Disclosure Of Education Records And Directory Information

Charter School must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records and NCSOTA shall provide ~~him or her~~ the requestor with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

NCSOTA will only disclose ~~personally identifiable information~~ PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. NCSOTA must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, NCSOTA will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that NCSOTA will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

NCSOTA will disclose education records, without prior written consent of the parent or eligible student, to the following parties:

- ~~1.~~ School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations ("C.F.R.:" Part 99;
- ~~2.~~ Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools,

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**NEVADA CITY
SCHOOL OF THE ARTS**

Board Policy #: 304
Adopted/Ratified: 01/16/2020
Revision Date: 02/27/2025

NCSOTA will mail the original or a copy of a student’s cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the ~~pup#~~student intends to enroll. CSOTA will make a reasonable attempt to notify the parent or eligible student of the request for records at ~~his/her~~their last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, NCSOTA will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;

3. ~~3.~~ Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. ~~4.~~ Appropriate parties in connection with a student’s application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. ~~5.~~ Organizations conducting certain studies for NCSOTA in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. ~~6.~~ Accrediting organizations in order to carry out their accrediting functions;
7. ~~7.~~ Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. ~~8.~~ Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
9. ~~9.~~ Persons who need to know in cases of health and safety emergencies;
10. ~~10.~~ State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. ~~11.~~ A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and/or a caregiver (regardless of whether the caregiver has been appointed as the ~~pupil’s~~student’s educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by NCSOTA for student and parents, and any individualized education program (“IEP”) or Section 504 plan that may have been developed or maintained by NCSOTA; and/or
12. ~~12.~~

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12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by NCSOTA with respect to that alleged crime or offense. NCSOTA may disclose the final results of the disciplinary proceeding, regardless of whether NCSOTA concluded a violation was committed.

i. VI. RECORD KEEPING REQUIREMENTS

NCSOTA

Data collected and reported by Charter School to the California Longitudinal Pupil Achievement Data System ("CALPADS"¹) pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI"²) and will:

- 1) Be used to provide pupils and families with direct access to online tools and resources.
- 2) Enable a pupil to transmit information shared with the CCGI to both of the following:
 - a. Postsecondary educational institutions for purposes of admissions and academic placement.
 - b. The Student Aid Commission for purposes of determining eligibility for, and increasing uptake of, student financial aid.

Families are advised to visit the CCGI website at CaliforniaColleges.edu to access resources that help students and their families learn about college admissions requirements.

Solicitation and Disclosure of Student Information for Immigration Purposes

Charter School shall observe the following:

- 1. Except as required by state or federal law or as required to administer a state or federally supported education program, Charter School officials and employees will not collect information or documents regarding citizenship or immigration status of students or their family members.
- 2. If Charter School possesses information that could indicate immigration status, citizenship status, or national origin information, Charter School will not use the acquired information to discriminate against any student or families or bar children from enrolling in or attending school.

¹ CALPADS is a database maintained by the CDE which consists of pupil data from elementary and secondary schools relating to, among other things, demographic, program participation, enrollment, and statewide assessments data.

² CCGI is an authorized provider of an institutional service to all California local educational agencies and part of the state's efforts to make college-going a more streamlined experience for students. The CCGI currently receives enrollment data for all public-school students enrolled in grades six through twelve from the California Department of Education ("CDE").

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- 3. If parents or guardians choose not to provide information that could indicate their or their children’s immigration status, citizenship status, or national origin, Charter School will not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.
- 4. Charter School will not allow school resources or data to be used to create a registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.
- 5. During the enrollment process:
 - a. Where permitted by law, Charter School shall accept alternative means to establish residency, age, or other eligibility criteria for enrollment or programs, and those alternative means shall include among them documentation or information that are available to persons regardless of immigration status, citizenship status, or national origin, and that do not reveal information related to citizenship or immigration status.
 - b. Charter School will not inquire specifically about a student’s citizenship or immigration status or the citizenship or immigration status of a student’s parents or guardians; nor shall personnel seek or require, to the exclusion of other permissible documentation or information, documentation or information that may indicate a student’s immigration status, such as a green card, voter registration, a passport, or citizenship papers.
 - c. Charter School will not collect entire social security numbers or cards or a statement that the parent or guardian does not possess a Social Security number for the purposes of enrollment, and failure to provide this information will not bar a student from enrolling or attending Charter School. However, the last four digits of an adult household member’s Social Security number may be solicited and/or collected if required to establish eligibility for federal benefit programs such as free or reduced-price meals. This Social Security information will only be collected for the limited purpose of establishing eligibility for federal benefit programs and will not affect student enrollment.
- 6. Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order. Except for investigations of child abuse, child neglect, or child dependency, or when the subpoena served on the Charter School prohibits disclosure, Charter School shall provide parental or guardian notification of any court orders, warrants, or subpoenas before responding to such requests.

The parent, guardian, or eligible student is not required to sign the consent form. If the parent, guardian or eligible student refuses to provide written consent for the release of student information that is not otherwise subject to release, Charter School shall not release the information. Charter School will permanently keep the consent notice with the record file.

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Charter School personnel shall take the following steps upon receiving an information request related to a student's or family's immigration or citizenship status:

1. Notify a designated Charter School official about the information request.
2. Provide students and families with appropriate notice and a description of the immigration officer's request.
3. Document any verbal or written request for information by immigration authorities.
4. Unless prohibited, provide students and parents/guardians with any documents issued by the immigration-enforcement officer.

Contract for Digital Storage, Management, and Retrieval of Student Records

The Charter School may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a ~~third party~~ third-party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code section 49073.1 and other applicable state and federal laws.

Record Keeping Requirements

NCSOTA will maintain a record of each request for access to and each disclosure of ~~personally identifiable information~~ PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of ~~personally identifiable information~~ PII to institutions that make disclosures of the information on behalf of NCSOTA in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of NCSOTA and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, NCSOTA officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of ~~personally identifiable student information~~ PII may be inspected by parents and eligible students, NCSOTA officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of NCSOTA

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Student cumulative records may not be removed from the premises of NCSOTA, unless the individual removing the record has a legitimate educational interest, and is authorized by the Director, or by a majority of a quorum of the Charter Governance Council at a duly agendized meeting. Employees who remove student cumulative records or other student records from the NCSOTA premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.).

~~j.~~ **VII. COMPLAINTS**

Complaints

Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by NCSOTA to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

~~Family Student Privacy Policy Compliance~~ Office
U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, D.C. 20202-~~5920~~8520

VIII. RECORD RETENTION

Record Retention

Charter School complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations ("CCR") sections ~~432 and 437~~431 through 438, per the following:

- "Mandatory Permanent Pupil Student Records": must be maintained indefinitely, or an exact copy thereof for every student who was enrolled in the charter school. These records are defined as:
 1. Legal name of pupil student
 2. Date of birth
 3. Method of verification of birth date
 4. Sex of pupil student
 5. Place of birth
 6. Name and address of parent of minor pupil student
 7. Address of minor pupil student if different than above
 8. An annual verification of the name and address of the parent and the residence of the pupil student

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- Entering and leaving date of each school year and for any summer session or other extra session
 9. Subjects taken during each year, half year, summer session or quarter
 10. If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
 11. Verification of or exemption from required immunizations
 12. Date of high school graduation or equivalent

The mandatory permanent student record or a copy thereof shall be forwarded by the Charter School upon request of a public or private school in which the student has enrolled or intends to enroll. If the Charter School forwards the original mandatory permanent student record, a copy must be maintained by the Charter School. If the Charter School forwards a copy, the original must be maintained by the Charter School.

- “Mandatory Interim ~~Pup#~~Student Records: ~~must~~”: Must be maintained until judged to be disposable defined as “when the student leaves the charter school or when their usefulness ceases and.” These records may be destroyed during the third (3rd) school year following the determination that the records are disposable (i.e. 2019-2020 records may be destroyed after ~~three (3) years following the pupil’s completion or withdrawal from school.~~ July 1, 2023). These records are defined as:
 1. A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible ~~pup#~~student, or a dependent adult ~~pup#~~student, or an adult ~~pup#~~student, or the custodian of records.
 2. Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver
 3. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
 4. Language training records
 5. Progress slips and/or notices
 6. Parental restrictions regarding access to directory information or related stipulations.
 7. Parental or adult ~~pup#~~student rejoinders to challenged records and to disciplinary action
 8. Parental authorizations or prohibitions of ~~pup#~~student participation in specific programs
 9. Results of standardized tests administered within the preceding three years

Permitted Records:

The mandatory interim student record or a copy thereof shall be forwarded by the Charter School upon request of a public school in California in which the student has enrolled or intends to enroll. If the transfer is to an out of state or to a private school, the mandatory interim student record may be forwarded. If the Charter School forwards the original

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mandatory interim student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

- “Permitted Student Records”: may be maintained and may be destroyed when their usefulness ceases and may be destroyed or after six (6) months following the ~~pupil~~student’s completion or withdrawal from school. These records are defined as:

1. Objective counselor and/or teacher ratings
2. Standardized test results older than three years
3. Routine discipline data
4. Verified reports of relevant behavioral patterns
5. All disciplinary notices
6. Attendance records not covered in ~~the~~5 CCR § 400 Permitted student records may be forwarded upon a request by a public or private school in which a student is enrolling. If the Charter School forwards the original permitted student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

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EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY

Introduction

The CHARTER Governance Council of Nevada City SCHOOL of the Arts (“NCSOTA” or the “Charter School”) recognizes that Foster and Mobile Youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, NCSOTA shall provide them with full access to NCSOTA’s educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of foster youth in NCSOTA’s local control and accountability plan (“LCAP”).

Definitions

- “Foster youth” means any of the following:
 1. A child who has been removed from his/her/their home pursuant to Section 309 of the California Welfare and Institutions Code section 309 and/or (“WIC”).
 2. A child who is the subject of a petition filed pursuant to WIC section 300 or 602 (whether or not the child has been removed from the child’s home by juvenile court).
 3. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
 4. A nonminor under Welfarethe transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
 - a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
 - a.b. The nonminor is in foster care under the placement and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice courtcare responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
 - c. The nonminor is participating in a transitional independent living case plan.
 5. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.¹
 6. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
- “Former juvenile court school pupil/student” means a pupil/student who, upon completion of the pupil’s/student’s second year of high school, transfers from a juvenile court school to the Charter School.

¹ The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.



- “*Child of a military family*” refers to a student who resides in the household of an active duty military member.
- “*Currently Migratory Child*” refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency (“LEA”), either within California or from another state, so that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child’s eligibility for migrant education services. ~~“Currently Migratory Child”~~ This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
- ~~“Pupil participating in a newcomer program” means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.~~
- “Newcomer pupil” is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years.²
- “*Educational Rights Holder*” (“ERH”) means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to ~~Welfare and Institutions Code~~ WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the ~~pupil~~ student pursuant to Education Code section 56055.
- “*School of origin*” means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which ~~he/she~~ the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. - For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, “school” as used in the definition of “school of origin” includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.

² A “pupil participating in a newcomer program,” as defined in Education Code Section 51225.2, as that section read on January 1, 2023, who was enrolled in the Charter School before January 1, 2024, is entitled to the rights of a “newcomer pupil.” The Charter School may also, in its discretion, further extend the rights in Education Code Sections 51225.1 and 51225.2 to a “pupil participating in a newcomer program,” as defined in Education Code Section 51225.2, as that section read on January 1, 2023.



- “Best interests” means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth’s access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.
- “Partial coursework satisfactorily completed” includes any portion of an individual course, even if the pupil did not complete the entire course.

Within this Policy, foster/~~juvenile court~~ youth, former juvenile court school ~~pupils~~students, a child of a military family, a ~~current~~currently migratory child, and a ~~pupil participating in the~~newcomer ~~program~~pupil will be referred to collectively as “Foster and Mobile Youth.”

Foster and Mobile Youth Liaison

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to NCSOTA, the Charter Governance Council shall designate a Foster and Mobile Youth liaison. The Charter Governance Council designates the following position as NCSOTA’s liaison for Foster and Mobile Youth:

~~Holly Pettitt, Jenn Goulart~~
~~School Director~~ Parent Resource Coordinator
530-273-7736 x~~4007~~1003;
~~director@ncsota.org~~
jenn.goulart@ncsota.org

The Foster and Mobile Youth Liaison shall be responsible for the following:

1. Ensure and facilitate the proper educational placement, enrollment in NCSOTA, and checkout from NCSOTA of foster youth.
2. Ensure proper transfer of credits, records, and grades when foster youth transfer to or from NCSOTA.
3. When a foster youth is enrolling in NCSOTA, the Foster and Mobile Youth Liaison shall contact the school last attended by the student within two (2) business days to obtain all academic and other records. The last school attended by the foster youth shall provide all required records to the new school regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the school last attended. When a foster youth is transferring to a new school, the Foster and Mobile Youth Liaison shall provide the student’s records to the new school within two (2) business days of receiving the new school’s request, regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to NCSOTA.



4. When required by law, notify the foster youth's ERH, attorney, county social worker, and the appropriate representative of the county child welfare agency, and an Indian child's ERH, tribal social worker and if applicable, county social worker of the student's expulsion or involuntary removal, and, at least ten (10) calendar days preceding the date of the following:
 - a. An expulsion hearing for a discretionary act under NCSOTA's charter.
 - b. Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under NCSOTA's the Charter School's charter. The foster youth's ERH, attorney, county social worker, an Indian child's ERH, tribal social worker and if applicable, county social worker, and the agency representative will be invited to participate.
 - c. A manifestation determination meeting prior to a change in the foster youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's ERH, attorney, county social worker, an Indian child's ERH, tribal social worker and if applicable, county social worker, and the agency representative will be invited to participate.
5. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
6. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services.
7. Develop protocols and procedures for creating awareness for Charter School staff, including but not limited to directors, principals, enrollment coordinators deans, and attendance coordinators clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth.
8. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for NCSOTA's foster youth.
9. Monitor the educational progress of foster youth and provide reports to the Director or designee and the Charter Governance Council based on indicators identified in NCSOTA's local control and accountability plan.

This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the



authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to Welfare and Institutions Code WIC sections 319, 361 or 726, a surrogate parent, or a foster parent exercising authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

School Stability and Enrollment

NCSOTA will work with foster youth and their ERH to ensure that each foster youth is placed in the least restrictive educational programs and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all pupils/students, including, but not limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin if it is in their best interest. NCSOTA will immediately enroll a foster youth, a currently migratory child, or child of a military family seeking reenrollment in NCSOTA as his/her/their school of origin.

A foster youth, currently migratory child, or child of a military family who seeks to transfer to NCSOTA will be immediately enrolled (subject to NCSOTA's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in NCSOTA's charter and Board policy) even if he/she/the student has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to meet normal enrollment documentation or school uniform requirements (e.g. producing medical records or academic records from a previous school).

At the initial detention or placement, or any subsequent change in placement, a foster youth may continue in his/her/their school of origin for the duration of the court's jurisdiction. AA currently migratory child or child of a military family may continue in his/her/their school of origin as long as the student meets the definition of a currently migratory child or child of a military family as described above. Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the court's jurisdiction or termination of the child's status as a currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the foster youth-, currently migratory child or child of a military family is transitioning between school grade levels, he/she/the youth shall be allowed to continue in the district of origin in the same attendance area to provide him/her/the youth the benefit of matriculating with his/her/their peers in



accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The Foster and Mobile Youth Liaison may, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and he/she/the student be enrolled in any district school that the student would otherwise be eligible to attend as a resident of the school district or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.-

Prior to making any recommendation to move a foster youth from his/her/their school of origin, the Foster and Mobile Youth Liaison shall provide the foster youth and the foster youth's ERH with a written explanation of the basis for the recommendation and how the recommendation serves the foster youth's best interests.

If any dispute arises regarding a foster youth's request to remain in NCSOTA as the foster youth's school of origin, the foster youth has the right to remain in NCSOTA pending resolution of the dispute. The dispute shall be resolved in accordance with the existing Charter School dispute resolution process.

If the Charter School operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

Transportation

NCSOTA shall not be responsible for providing transportation to allow a foster youth to attend school, unless there is an agreement with a local child welfare agency that NCSOTA assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of Title 20 of the United States Code, or unless required by federal law. NCSOTA is not prohibited from providing transportation, at its discretion, to allow a foster youth to attend school.

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, NCSOTA shall collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the youth.

For any student who has an individualized education program ("IEP"), the student's IEP team will determine if the student requires special education transportation as a related service regardless of the student's status as a foster youth or child of a military family.



Effect of Absences on Grades

The grades of a foster youth shall not be lowered for any absence from NCSOTA that is due to either of the following circumstances:

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date ~~he/she~~the student left school.
2. A verified court appearance or related court-ordered activity.

Transfer of Coursework and Credits

NCSOTA shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school³, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the ~~pupil did not complete the entire course and shall issue that pupil full or partial credit for the coursework completed.~~student did not complete the entire course and shall issue that student full or partial credit for the coursework completed. The credits accepted pursuant to this paragraph shall be applied for enrollment purposes to the same or equivalent course, if applicable, as the coursework completed in the prior public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school. For purposes of the official transcript, the credits accepted pursuant to this paragraph shall be added to the credits earned from the same or equivalent course for purposes of calculating the total credits earned for the course but shall separately identify the school and local educational agency in which the credits were earned.

If a Foster and Mobile Youth transfers in or out of Charter School, Charter School shall issue the full and partial credits on an official transcript for the pupil and shall ensure the transcript includes all of the following:

1. All full and partial credits and grades earned based on any measure of full or partial coursework being satisfactorily completed, including a determination of the days of enrollment or seat time, or both, if applicable, at a school of that local educational agency or a prior local educational agency, or any other public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school.
2. The credits and grades for each school and local educational agency listed separately so it is clear where they were earned.
3. A complete record of the pupil's seat time, including both period attendance and days of enrollment.

If Charter School has knowledge that the transcript from the transferring local educational agency may not include certain credits or grades for the pupil, it shall contact the prior local educational

³ For purposes of coursework completed by a student who is a child of a military family, "public school" includes schools operated by the United States Department of Defense.



agency within two business days to request that the prior local educational agency issue full or partial credits pursuant to this paragraph. The prior local educational agency shall issue appropriate credits and provide all academic and other records to Charter School within two business days of the request.

If the Foster and Mobile Youth did not complete the entire course, ~~he/she~~ the student shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that ~~he/she~~ the student completed at another school unless NCSOTA, in consultation with the student's ERH, finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a Foster and Mobile Youth in any particular course, ~~he/she~~ the student shall be enrolled in the same or equivalent course, if applicable, so that ~~he/she~~ the student may continue and complete the entire course.

In no event shall NCSOTA prevent a Foster and Mobile Youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

Eligibility for Extracurricular Activities

A ~~pupil~~ student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

Waiver of Fees for Afterschool Programs

NCSOTA shall not charge any student who NCSOTA knows is currently in foster care any family fees associated with an After School Education and Safety ("ASES") Program operated by NCSOTA.

Student Records

When NCSOTA receives a transfer request and/or student records request for the educational information and records of a foster youth from a new LEA, NCSOTA shall provide these student records within two (2) business days. NCSOTA shall compile the complete educational record of the ~~pupil~~ student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the ~~pupil's~~ student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational ~~record-keeping~~ recordkeeping needs of Foster and Mobile Youth.

In accordance with NCSOTA's Educational Records and Student Information Policy, under limited circumstances, NCSOTA may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.



Complaints of Noncompliance

Complaints of noncompliance with this Policy shall be governed by NCSOTA's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

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FREE AND REDUCED-PRICE MEALS POLICY

The Nevada City School of the Arts (“NCSOTA”
UNIVERSAL MEALS PROGRAM POLICY

The Nevada City School of the Arts (“NCSOTA” or the “Charter School”) Charter Governance Council (the “Board”) recognizes that adequate nutrition is essential to the development, health, and learning of all students. The School Director or designee shall facilitate and encourage the participation of students from low-income families in NCSOTA’s food service program.

~~NCSOTA shall provide at least two nutritionally adequate meals (breakfast and/or lunch) each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria.~~

Free and Reduced-Price Meals Application

Definitions

“School day” means any day that pupils in kindergarten or any of grades 1 to 12, inclusive, are present at a ~~schoolsiteschool~~ site or school facility for purposes of instruction or educational activities, as defined in Section 49010, including, but not limited to, pupil attendance at minimum days, state-funded preschool, transitional kindergarten, summer school including incoming kindergarten pupils, extended school year days, school-sponsored field trips, independent study when a pupil is onsite during the schoolday, and Saturday school sessions.

“Nutritionally adequate breakfast” is one that qualifies for reimbursement under the most current meal pattern for the federal School Breakfast Program (“SBP”), as defined in Section 220.8 of Title 7 of the Code of Federal Regulations.

“Nutritionally adequate lunch” is one that qualifies for reimbursement under the most current meal pattern for the federal National School Lunch Program (“NSLP”), as defined in Section 210.10 of Title 7 of the Code of Federal Regulations.

Universal Free Meals

Pursuant to state law, NCSOTA shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat, to any student who requests a meal without consideration of the student’s eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free breakfast meal per and one (1) free lunch each school day. This shall apply to all pupils in kindergarten through grade twelve (12).

Applications and Notification



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If the Charter School participates in the NSLP and/or federal SBP, the Charter School will continue to collect meal application forms aligned with federal regulations. However, regardless of eligibility for federally reimbursable free or reduced-price meals, ALL students who request meals will receive meals free of charge, consistent with this Policy and Education Code Section 49501.5. The School Director or designee shall ensure that the application form for ~~free and reduced-price~~ the universal meals program and related materials include the following statements:

1. Applications ~~for free and reduced-price~~ school meals may be submitted at any time during a ~~school days~~ school day.
2. ~~Regardless of federal eligibility for free or reduced-price meals pursuant to NSLP and/or SBP, ALL students who request a meal will receive meals free of charge.~~
2. ~~Children participating in the federal National School Lunch Program~~ NSLP and/or SBP will not be overtly identified by the use of special tokens, special tickets, special serving lines, separate entrances, separate dining areas, or by any other means.

The application packet shall include the following notifications and information using simple and culturally appropriate language:

1. A notification that ~~if a child qualifies for free school lunches, then~~ the child may qualify for free or reduced-cost health coverage.
2. A request for the applicant's consent for the child to participate in the Medi-Cal program, if eligible ~~for free school lunches~~, and to have the information on the school lunch application shared with the entity designated by the State Department of Health Care Services to make an accelerated determination and the local agency that determines eligibility under the Medi-Cal program.
3. A notification that NCSOTA will not forward the school lunch application to the entity designated by the State Department of Health Care Services to make an accelerated determination and the local agency that determines eligibility under the Medi-Cal program, without the consent of the child's parent or guardian.
4. A notification that the school lunch application is confidential and, with the exception of forwarding the information for use in health program enrollment upon the consent of the child's parent or guardian, NCSOTA will not share the information with any other governmental agency, including the federal Department of Homeland Security and the Social Security Administration.
5. A notification that the school lunch application information will only be used by the entity designated by the State Department of Health Care Services to make an accelerated determination and the state and local agencies that administer the Medi-Cal program for purposes directly related to the administration of the Medi-Cal program and will not be shared with other governmental agencies, including the federal Department of Homeland Security and the Social Security Administration for any purpose other than the



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administration of the Medi-Cal program.

- 6. Information regarding the Medi-Cal program, including available services, program requirements, rights and responsibilities, and privacy and confidentiality requirements.

If NCSOTA elects to post its ~~free and reduced-price meals~~ school meal application online, it will include the following:

- ~~1. Require completion of only those questions necessary for determining eligibility.~~
- ~~2.1. Include clear instructions for families that are homeless or migrant.~~
- ~~3.1. Include a link to the Internet Web site on which translated applications are posted by the United States Department of Agriculture, with instructions in that language that inform the applicant how to submit the application.~~
- 2. Require completion of only those questions necessary for determining eligibility.
- 3. Include a clear statement that regardless of federal eligibility for free or reduced-price meals pursuant to NSLP and/or SBP, ALL students who request a meal will receive meals free of charge.
- 3. Include clear instructions for families that are homeless or migrant.
- 4. Comply with the privacy rights and disclosure protections established by Public Laws 113-79 and 105-277.
- 5. Include links to all of the following:
 - (i) The online application to CalFresh.
 - (ii) The online single state application for health care.
 - (iii) The Internet Web page maintained by the State Department of Public Health entitled "About WIC and How to Apply," or another Internet Web page identified by the State Department of Public Health that connects families to the Special Supplemental Nutrition Program for Women, Infants and Children.
 - (iv) The Internet Web site of a summer lunch program authorized to participate within the city or school district.

~~Eligibility and ongoing eligibility shall be determined for the free and reduced-price meal program based on the criteria made available by the California Department of Education.~~

~~It is the policy of the Board that non-paying students shall not be shamed, treated differently, or served a meal that differs from the meal of a paying student.~~



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NCSOTA shall ensure that a pupil is not denied an available reimbursable meal of the pupil's choice and is not shamed or treated differently from other pupils due to the pupil's eligibility for a federally reimbursable free or reduced-price meals. This paragraph does not prohibit NCSOTA from serving an alternative reimbursable meal to a pupil who may need one for dietary or religious reasons, or as a regular menu item.

If NCSOTA is required to provide to the California Department of Education or to the United States Department of Agriculture a copy of the meal charge policy required pursuant to memorandum SP 46-2016 issued by the United States Department of Agriculture, NCSOTA shall make that policy public.

NCSOTA personnel and volunteers who serves nutritionally adequate meals to pupils during the instructional day shall not allow any disciplinary action that is taken against a pupil to result in the denial or delay of a nutritionally adequate breakfast or a nutritionally adequate lunch, as defined in Section 49553, to that pupil.

NCSOTA shall not take any action directed at a pupil to collect school meal fees.

Direct Certification

Although every family should submit an application for school meals, in certain circumstances, NCSOTA may be able to determine student eligibility without further application. NCSOTA shall directly certify as eligible the following students:

1. Any child who is a member of a household receiving assistance under the supplemental nutrition assistance program as eligible for free lunches and/or free breakfasts under the Child Nutrition Act of 1966.
2. Any child who is a member of a household that receives CalWORKs (also known as Temporary Assistance for Needy Families or "TANF") or CalFresh aid.
3. Any child who is a member of a household that receives the assistance of a Food Distribution program on Indian Reservations.
4. Any child identified as a foster, migrant, homeless or runaway youth, as defined by the California Education Code.

This Policy prohibits ~~NCSOTA~~the Charter School from disciplining a ~~pupil~~student which would result in the denial or delay of a nutritionally adequate meal to that ~~pupil~~student.

~~NCSOTA shall notify a parent/guardian of the negative balance of a pupil's school meal account no later than ten (10) days after the account has reached a negative balance. Before sending this notification to the parent/guardian, NCSOTA must exhaust all options and methods to directly certify the pupil for free or reduced-price meals. In the event that NCSOTA determines that a student who has accrued a negative balance would have been eligible for free or reduced price~~



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~~school meals, NCSOTA shall credit such balance in accordance with this Policy. NCSOTA shall reimburse school meal fees paid by a pupil's parent/guardian in the event that the pupil is subsequently determined to have qualified for free or reduced price meals. In the event that NCSOTA is not able to directly certify the pupil, NCSOTA shall provide the parent or guardian with a paper copy of, or an electronic link to, an application with the notification and contact the parent or guardian to encourage application submission.~~

Confidentiality/Release of Records

All applications and records related to ~~eligibility for the free and reduced-price meal~~universal school meals program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order.

The Board authorizes designated employees to use individual records pertaining to ~~student eligibility for the free and reduced-price meal~~the universal meals program for the following purposes:

1. Disaggregation of academic achievement data
2. Identification of students eligible for alternative supports in any school identified as a Title 1 program improvement school

If a student transfers from NCSOTA to another charter school, district, county office of education program, or private school, the School Director or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The School Director or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another charter school, school district, or county office of education that is serving a student living in the same household as an enrolled pupil for purposes related to program eligibility and data used in local control funding formula calculations.

The School Director or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining funding allocations under the local control funding formula and for assessing accountability of that funding.

The School Director or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals and if the applicant consents to the sharing of this information.

The School Director or designee may also release information on the school lunch application to



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the local agency that determines eligibility for CalFresh or to an agency that determines eligibility for nutrition assistance programs if the student has been approved for free or reduced-price meals and if the applicant consents to the sharing of this information.

This information released shall adhere to the following requirements:

1. Individual indicators of participation in a free or reduced-price meal program shall not be maintained in the permanent record of any ~~pup#~~student, unless otherwise authorized by law.
2. The public release of information regarding individual ~~pup#~~student participation in a free or reduced-price meal program is not permitted.
3. All other confidentiality requirements imposed by law or regulation are met.

Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, Charter School is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
fax:
(833) 256-1665 or (202) 690-7442; or



NEVADA CITY
SCHOOL OF THE ARTS

email:

Program.Intake@usda.gov

Charter School is an equal opportunity provider.

Board Policy #: 306
Adopted/Ratified: 02/27/2020
Revision Date: ~~12/14/2023;~~
~~INSERT~~ 02/27/2025

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NONDISCRIMINATION STATEMENT

Nevada City School of the Arts (“NCSOTA” or the “Charter School”) does not discriminate against any ~~student or employee~~ person on the basis of actual or perceived disability, (mental or physical), gender, gender identity, gender expression, nationality, national origin, ancestry, race or ethnicity, citizenship, immigration status, ~~religion~~ creed, religious affiliation, sexual orientation, pregnancy status, childbirth, medical condition, marital status, age, or any combination of those characteristics, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code or otherwise protected by federal, state, local law, ordinance or regulation.

~~NCSOTA adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (“ADA”), and the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”).~~

~~NCSOTA~~ The NCSOTA Governance Council shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups. The Charter School Board of Directors shall not adopt or approve the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use of such would subject a student to unlawful discrimination pursuant to Education Code section 220.

~~NCSOTA does not discourage students from enrolling or seeking to enroll in Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with NCSOTA’s charter and relevant policies.~~

~~NCSOTA does not request nor require student records prior to a student’s enrollment.~~

~~NCSOTA is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title and discrimination. NCSOTA adheres to all provisions of federal law, including but not limited to, Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination in Employment Act of 1967; The), the Age Discrimination Act of 1975; the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA;”), and Section 504 and of the Rehabilitation Act of 1973.~~



NCSOTA ~~adheres to the requirements of Title II of the Americans with Disabilities Act of 1990 (“ADA-”), as amended by the ADA Amendments Act 2008, and its implementing regulations at 28 C.F.R. 35.101-190, which prohibits discrimination on the basis of mental or physical disability)- in any program, activity, or employment opportunity offered by NCSOTA.~~

~~NCSOTA also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race or ethnicity, religion, religious affiliation, creed, color, citizenship, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.~~

NCSOTA does not condone or tolerate harassment of any type, including but not limited to unlawful discrimination, intimidation, or bullying, including cyber sexual bullying or sexual harassment, by any employee; independent contractor or other person with ~~which NCSOTA~~ whom the Charter School does business, or any other individual; student; ~~or;~~ volunteer. ~~This applies to all employees, students, or volunteers and relationships; or community member~~ regardless of position or gender. NCSOTA will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. ~~The lack of English language skills will not be a barrier to admission or participation in NCSOTA’s programs or activities. NCSOTA prohibits retaliation against anyone who files a complaint or who participates in a complaint investigation.~~

Pursuant to California law and the California Attorney General’s guidance to K-12 schools in responding to immigration issues (“Guidance”), Charter School provides equal access to free public education, regardless of a student’s or their parent’s or guardian’s immigration status or religious beliefs. The complete Guidance, including Appendix G – Know Your Rights can be reviewed via the following link: <https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-model-k12.pdf>

Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the NCSOTA Uniform Complaint Procedures (“UCP”) Compliance Officer:

Angie Defeyter
Assistant Principal
530-273-7736 x1018
angie.defeyter@ncsota.org

The lack of English language skills will not be a barrier to admission or participation in NCSOTA’s programs or activities. NCSOTA prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

The Charter School’s Nondiscrimination Statement relevant to employees is located within NCSOTA’s Employee Handbook and can be located at ~~INSERT LOCATION~~.The business office or on the school website.



NEVADA CITY
SCHOOL OF THE ARTS

Board Policy #: 307

Adopted/Ratified: 02/27/2020

Revision Date: ~~11/21/2024~~; ~~INSERT DATE~~ 02/27/2025

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STUDENT FREEDOM OF SPEECH AND EXPRESSION POLICY

The Governance Council of Nevada City School of the Arts (“NCSOTA”) or the “Charter School”) respects students’ rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, writing, printed materials, including the right of expression in official publications, and/or the wearing of buttons, badges and other insignia.

Definitions

“On-Campus Expression

~~Student free speech rights include, but are not limited to, the use of bulletin boards, the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. Student expression on the Charter School website and online media shall generally be afforded the same protections as print media within the Policy.~~

~~Student freedom of expression shall be limited only as allowed by state and federal law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Unprotected Expression includes the following:~~

1. “Obscenity”: when the (1) average person applying current community standards finds the work as a whole appeals to the prurient interest, (2) the work is patently offensive, and (3) the work lacks serious literary, artistic, political, or scientific value. Examples include pornography or sexually explicit material.
2. “Defamation”: Libel (written defamation) and Slanderslander (oral defamation), which includes but is not limited to inaccurately attributing a statement to another, either on purpose for public officials (which includes Charter School staff) or by mistake for private officials, that mischaracterizes the statement.
3. “Discriminatory Material”: material that demeans a person or group because of the person/group’s mental or physical disability, sex (including pregnancy, and related conditions and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality, ancestry, (including national origin, country of origin, and citizenship), race or ethnicity, immigration status, (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including but not limited to, hair texture and protective hairstyles such as braids, locs, and twists), religion, (including agnosticism and atheism), religious affiliation, sexual orientation, childbirth or related medical conditions condition, genetic information, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation that has the purpose of humiliating, offending, or provoking a person/group.



4. “Harassment (including sexual harassment), Intimidation and/or Bullying”: severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following: (1) placing a reasonable student or students in fear of harm to that student’s or those students’ person or property, (2) causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health, (3) causing a reasonable student to experience a substantial interference with his or her academic performance, (4) causing a reasonable student to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
5. “Fighting Words”: words likely to cause (1) the average person to fight or (2) the creation of a clear and present danger of violence, unlawful acts in violation of lawful school regulations, or the substantial disruption of school.
6. “Vulgarity and/or Profanity”: the continual use of curse words by a student, even after warning.
7. “Violating Privacy”: publicizing or distributing confidential or private material without permission.

On-Campus Expression

Student free speech rights include, but are not limited to, the use of bulletin boards, the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. Student expression on or through the Charter School’s website, social media, or other school-sponsored platforms or devices shall generally be afforded the same protections and subject to the same limitations as printed material within the Policy. Students’ use of Charter School technology, devices, platforms and accounts remain subject to Charter School’s Student Technology Policy and Acceptable Use Agreement.

Student freedom of expression shall be limited only as allowed by state and federal law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Unprotected expression includes the following: obscenity; defamation; discriminatory material; harassment (including sexual harassment), intimidation and/or bullying; fighting words; vulgarity and/or profanity; or violating privacy as defined above. Also prohibited shall be material that incites a clear and present danger of the commission of unlawful acts on



school premises or the violation of lawful school regulations or the substantial disruption of the orderly operation of the Charter School.

A. Distribution of Circulars, Un-Official Newspapers, and Other Printed ~~Matter~~Material

Free inquiry and exchange of ideas are essential parts of a democratic education. Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed ~~matter~~material, and to circulate petitions, subject to the following specific limitations:

- ~~1. 1. — Leaflets, pictorial and other printed matter~~The material to be distributed shall be submitted to the Charter School Director or designee at least one (1) school day prior to distribution. The Charter School Director or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy. ~~Any student may appeal the decision of the~~The Charter School Director or designee ~~to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must notify student(s) if distribution will be made within five (5) school days from the time the unsatisfactory decision was rendered.~~granted or denied (and if denied, why distribution is not in compliance with this Policy).
2. Distribution, free or for a fee, may take place before school, after school, and/or during lunch provided there is no substantial disruption in the school programs (as determined by the Charter School Director). Distribution may not occur during instructional time and should not occur in locations that disrupt the normal flow of traffic within the school or at school entrances.
3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed ~~matter~~material or to sign petitions.
4. The solicitation of signatures must not take place in instructional classes or school offices, nor be substantially disruptive to the school program (as determined by the Charter School Director or designee).

The Charter School Director or designee shall work with student government representatives in the development of these procedures. Student responsibilities shall be emphasized.

B. Official School Publications

Student editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this Policy. However, it shall be the responsibility of the journalism staff adviser(s) of student publications to supervise the production of the student staff, to maintain professional standards of English and



journalism, and to maintain the provisions of this Policy.¹ The journalism staff adviser(s) shall help the student editors judge the literary value, newsworthiness and propriety of materials submitted for publication.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this Policy. NCSOTA officials shall have the burden of showing justification without undue delay prior to a limitation of student expression under this Policy. If the journalism staff adviser(s) consider material submitted for publication to violate this Policy, he or she will notify the student without undue delay and give specific reasons why the submitted material may not be published. The student should be given the opportunity to modify the material or appeal the decision of the journalism staff adviser to the Charter School Director.

C. Buttons, Badges, and Other Insignia of Symbolic Expression

Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of expression, subject to the prohibitions enumerated in this Policy.

D. Use of Bulletin Boards

Students will be provided with bulletin boards, upon request and subject to availability, for use in posting student materials on campus locations convenient to student use. Where feasible, the location and quantity of such bulletin boards shall be by mutual agreement of student government representatives and NCSOTA administration. Posted material must be in compliance with other sections of this Policy, particularly regarding the distribution of materials and prohibited speech. Students may not post or distribute materials regarding the meetings of non-curricular student-initiated groups.

E. Organized Demonstrations

Students have the right to lawful organized on-campus demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite students to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or demonstrations that substantially disrupt the orderly operation of the school are prohibited.

~~No organized demonstrations by school groups may take place during school hours off the school campus unless sanctioned by school authorities and supervised by a designated school authority.~~ No individual student may demonstrate in the name of the Charter School or as an official school group at any time unless authorized by the Charter School to participate in the activity.

~~Missing school to attend an organized demonstration~~

F. Student Speeches

¹ "Official school publications" refers to material produced by students in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee.



~~If a student is not an excused absence. The selected to speak at a Charter School will follow its Attendance Policy when determining consequences for students which may include sponsored event, including but are not limited to detention, a low grade for a missed test, graduation or receiving a truancy letter. The school assemblies, Charter School has the right to review the pre-prepared speech to ensure that unprotected speech is not included. If unprotected speech is included, the student will be given the opportunity to revise the speech or deliver a modified speech. If not revised or removed, the student will follow its Suspension and Expulsion Policy when determining consequences for students if not be permitted to speak at the Charter School policy is violated. sponsored event.~~

Off-Campus Expression

Off-campus student expression, including but not limited to student expression on ~~off-campus non-school sponsored~~ internet web sites, ~~personal social media or email accounts, or via text messages sent on a personal device outside of school hours,~~ is generally constitutionally protected but shall be subject to discipline when ~~such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts~~ there is a sufficient nexus between the speech and the educational program. ~~school.~~

Relevant considerations include:

- ~~1. The degree and likelihood of harm to the Charter School (staff, students, volunteers, and/or property) caused or augured by the expression,~~
- ~~2. Whether it is reasonably foreseeable that the expression would reach and impact the Charter School, and~~
- ~~3. The relation between the content and/or context of the expression and the Charter School. There is always a sufficient nexus between the expression and the Charter School when the Charter School reasonably concludes that it faces a credible, identifiable threat of school violence.~~

~~The Charter School Director or designee shall document the impact the expression had or could be expected to have on the educational program. Off-campus expression that results in the material disruption of classwork or involves substantial disorder or invasion of the rights of others may be subject to discipline.~~

~~Off-campus expression may result in discipline if the expression involves but is not limited to:~~

- ~~a. Serious or severe bullying or harassment targeting particular individuals;~~
- ~~b. Threats aimed at teachers or other students;~~
- ~~c. The failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities; or~~
- ~~d. Breaches of school security devices.~~

Enforcement



- ~~1. Students who~~ 1. Upon learning that students are considering actions in the areas covered by this Policy ~~should they will~~ be informed of the possible consequences of their action under each specific circumstance. The Charter School Director shall ensure that due process is followed when resolving disputes regarding student freedom of expression.
2. This Policy does not prohibit or prevent the NCSOTA Governance Council from adopting otherwise valid rules and regulations relating to oral communications by students upon the NCSOTA campus.
3. No NCSOTA employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.
4. NCSOTA shall not make or enforce a rule subjecting a student to disciplinary sanctions solely on the basis of conduct that is speech or other communication that, when engaged in outside of the campus, is protected from governmental restriction by the First Amendment to the United States Constitution or Section 2 of Article I of the California Constitution.

Complaints and Appeals

The following procedures shall be used to address general disputes regarding student freedom of speech and expression:

1. The student and faculty member shall first attempt to resolve the problem internally.
2. If the student and faculty member are unable to resolve the dispute, the student and/or faculty member may bring the matter to the Charter School Director or designee, who shall hear both sides and strive to resolve the dispute as quickly as possible.
3. Any student or faculty member may appeal the decision of the Charter School Director or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.

A student who feels ~~his/her/their~~ freedom of expression was unconstitutionally limited ~~and/or limited on the basis of discrimination may may~~ file a complaint with NCSOTA ~~through following in accordance with~~ the Charter School's General Complaint Policies and Procedures.



ADMINISTRATION OF MEDICATION POLICY

The Nevada City School of the Arts (“NCSOTA” or the “Charter School”) staff is responsible for overseeing the administration of medication to pupils attending NCSOTA during ~~the~~ regular school ~~day, hours, including before or after school programs, field trips, extracurricular or co-curricular activities, and camps or other activities that typically involve at least one overnight stay from home.~~ It is imperative that practices followed in the administration of medication be carefully delineated to ensure the safety of our pupils and the legal protection of our employees. For any student with a disability, as defined under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973, necessary medication shall be administered in accordance with the student’s individualized education program or Section 504 services plan.

Definitions

- “Authorized health care provider” means an individual who is licensed by the State of California to prescribe medication.
- “Authorizing physician and surgeon” may include, but is not limited to, a physician and surgeon employed by, or contracting with, a local educational agency, a medical director of the local health department, or a local emergency medical services director.
- “School nurse” means an individual who is currently a credentialed and licensed registered nurse employed by NCSOTA.
- “Designated personnel” or “volunteer” means an individual employed by NCSOTA who has consented to administer the particular medication or emergency assistance to individuals as permitted by this policy and may legally administer the medication or emergency assistance to the individual receiving it. For the purposes of administering epinephrine auto-injectors, this also includes a holder of an Activity Supervisor Clearance Certificate who has specifically volunteered to administer epinephrine auto-injectors to a person if the person is suffering, or reasonably believed to be suffering, from anaphylaxis. To be eligible, the “designated personnel” or “volunteer” must have been designated by NCSOTA and have received the required training as set forth in this policy.
- “Medication” includes prescription medication, over-the-counter remedies, nutritional supplements, and herbal remedies. Sunscreen is not considered a medication.
- “Stock albuterol inhaler” means albuterol medication in the form of a metered-dose inhaler (MDI) that is ordered by a health care provider and is not prescribed for a specific person and also includes, if necessary, a single-use disposable holding chamber.
- “Respiratory distress” means the sudden appearance of signs and symptoms of difficulty breathing. Signs and symptoms of respiratory distress may include one or more of the following: complaints of a tight chest or chest pain; wheezing or noisy breathing; persistent coughing; difficulty breathing; appears to be in distress; lips or fingernails turning blue; and shortness of breath.

Commented [1]: Please remove if the School does not include within this policy the section on response to respiratory distress (see below).

Commented [2]: Please remove if the School does not include within this policy the section on response to respiratory distress (see below).



- "Epinephrine auto-injector ("Epi-Pen") means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction.
- "Anaphylaxis" means a potentially life-threatening hypersensitivity to a substance. Symptoms of anaphylaxis may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. Causes of anaphylaxis may include, but are not limited to, an insect sting, food allergy, drug reaction, and exercise.
- "Opioid antagonist" means naloxone hydrochloride ("NARCAN") or another drug approved by the federal Food and Drug Administration ("FDA") that, when administered, negates or neutralizes in whole or in part the pharmacological effects of an opioid in the body, and has been approved for the treatment of an opioid overdose.
- "Regular school day" includes during school hours, before- or after-school programs, field trips, extracurricular or co-curricular activities, and camps or other activities that typically involve at least one (1) overnight stay from home.

Commented [3]: Client Note: Please remove if the School does not include within this policy the section on response to opioid overdose.

Administration of Medication with NCSOTA Assistance. ~~Epinephrine, or Inhaled Asthma Medication per Doctor's Order~~

~~Any pupil-student who is required to take, during the regular school day, medication prescribed or ordered for him or her the student by an authorized healthcare provider, physician and surgeon, or ordered for him or her by a physician assistant practicing in compliance with Chapter 7/7 (commencing with Section 3500) of Division 2 of the Business and Professions Code, may be assisted by the school nurse or designated school personnel, or may carry and self administer prescription auto-injectable epinephrine or inhaled asthma medication if NCSOTA receives the appropriate written statements as follows:~~

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

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

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

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

Self-Administration of Medication (without NCSOTA Assistance)



Students in grades [4th-8th Grades] will be permitted to self-carry and self-administer prescription medication if an authorized health care provider has indicated that a student may need to take this medication or is required to take this medication during the regular school day. Prescription medication includes an epinephrine auto-injector ("Epi-Pen") and inhaled asthma medication. In order to carry and self-administer this medication, NCSOTA must receive the following:

~~In order for a pupil to carry and self-administer prescription auto-injectable epinephrine or inhaled asthma medication, NCSOTA shall obtain both-~~

- ~~1. a-A written statement from the student's authorized healthcare provider (1) physician and surgeon or physician assistant detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and (2) confirming that the pupil student is able to self-administer auto-injectable epinephrine an Epi-Pen or inhaled asthma medication, and~~
- ~~2. A written statement from the parent, foster parent, or guardian of the pupil-student (1) consenting to the self-administration, (2) providing a release for the school nurse or designated school personnel to consult with the health care provider of the pupil-student regarding any questions that may arise with regard to the medication, and (3) releasing NCSOTA and school personnel from civil liability if the self-administering pupil-student suffers an adverse reaction as a result of self-administering medication.~~
- ~~3. Additionally, the school nurse or trained personnel who have volunteered may use epinephrine auto-injectors to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from, an anaphylactic reaction. NCSOTA will ensure it has the appropriate type of epinephrine auto-injector on site (i.e., regular or junior) to meet the needs of its pupils. NCSOTA will ensure staff properly store, maintain, and restock the epinephrine auto-injectors as needed.~~
- ~~4. NCSOTA will ensure any school personnel who volunteer are appropriately trained regarding the storage and emergency use of epinephrine auto-injectors based on the standards developed by the Superintendent of Public Instruction. NCSOTA will distribute an annual notice to all staff describing the request for volunteers who will be trained to administer an epinephrine auto-injector to a person if that person is suffering, or reasonably believed to be suffering from, anaphylaxis. The annual notice shall also describe the training the volunteer will receive.~~

~~In order for a pupil to be assisted by the school nurse or other designated school personnel in administering medication other than emergency epinephrine auto-injectors or inhaled asthma medications, NCSOTA shall obtain both a written statement from the physician and surgeon or physician assistant detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken and a written statement from the parent, foster parent, or guardian of the pupil indicating the desire that NCSOTA assist the pupil in the matters set forth in the statement of the physician and surgeon or physician assistant.~~

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



NCSOTA may elect to observe and document the student’s ability to safety and competently self-carry and self-administer prescription medication as directed by the authorized health care provider. A student may be subject to disciplinary action if the student uses this prescription medication in a manner other than as prescribed.

Any student requiring insulin shots must establish a plan for administration of insulin shots with the Director in consultation with the parent or guardian and the student’s medical professional.

A student who is 12 years of age or older, while on campus or participating in school activities, may carry or administer naloxone hydrochloride nasal spray or another opioid antagonist that is federally approved for over-the-counter, nonprescription use, for the purposes of providing emergency treatment to persons who are suffering, or reasonably believed to be suffering, from an opioid overdose. Students who are in middle school or high school, while on campus or participating in school activities, may carry fentanyl test strips or a federally approved opioid antagonist for over-the-counter use for the emergency treatment of persons suffering, or reasonably believed to be suffering, from an opioid overdose.

Staff Training and Emergency Response

Additional information about staff trainings and NCSOTA’s response to emergencies may be located within the Employment Handbook and/or the School Safety Plan.

A. Response to Anaphylactic Reaction

The school nurse or designated personnel may use an Epi-Pen to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from, an anaphylactic reaction. NCSOTA will ensure it has the appropriate type of Epi-Pen on site (i.e., regular or junior) and stored in an accessible location to meet the needs of its students. NCSOTA will ensure staff properly store, maintain, and restock the Epi-Pen as needed.

NCSOTA will ensure any designated personnel are appropriately trained regarding the storage and emergency use of an Epi-Pen. Adequate training shall include all of the following:

1. Techniques for recognizing symptoms of anaphylaxis.
2. Standards and procedures for the storage, restocking, and emergency use of Epi-Pens.
3. Emergency follow-up procedures, including calling the emergency 911 telephone number and contacting, if possible, the student’s parent(s)/guardian(s) and physician.
4. Recommendations on the necessity of instruction and certification in cardiopulmonary resuscitation.
5. Instruction on how to determine whether to use an adult Epi-Pen or a Epi-Pen, which shall include consideration of a student’s grade level or age as a guideline of equivalency for the appropriate student weight determination.
6. Written materials covering the information required pursuant to the training. A copy of these written materials shall be made accessible, such as through publicly posting at the location of the Epi-Pens.

Commented [4]: Per EC49414(f), An employee who volunteers under this section shall be provided defense and indemnification by the local educational agency for any and all civil liability. This information shall be reduced to writing, provided to the volunteer, and retained in the volunteer’s personnel file. If you would like a sample volunteer notice that includes this information, please let us know.

Commented [5]: Per EC49414(k), the charter school may accept gifts, grants, and donations from any source for the support of the public school carrying out the provisions of this section, including, but not limited to, the acceptance of Epi-Pens from a manufacturer or wholesaler.

Commented [6]: Client Note: Elementary schools are required to have one regular epinephrine auto-injector and one junior epinephrine auto-injector. For junior high schools, middle schools, and high schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector is required. Education Code section 49414(g).

Commented [7]: Per EC 49414(e)(4), as amended by AB1651. Per this new requirement, we recommended posting a copy of the training materials (i.e., keeping a binder with the training requirements) at the location where the epi pens are stored.



NCSOTA will distribute an annual notice to all staff describing the request for volunteers who will be trained to administer an Epi-Pen to a person if that person is suffering, or reasonably believed to be suffering from, anaphylaxis. The annual notice shall also describe the training the volunteer will receive and shall indicate the location of the Epi-Pens on campus.

Commented [8]: Client Note: please ensure that the school provides this notice.

B. Response to Respiratory Distress

NCSOTA may provide emergency stock albuterol inhalers (asthma inhaler), including, if necessary, single-use disposable holding chambers, to school nurses or volunteers to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from respiratory distress.

Commented [9]: Per EC49414.7(k), the charter school may accept gifts, grants, and donations from any source for the support of the public school carrying out the provisions of this section, including, but not limited to, the acceptance of stock albuterol inhalers from a manufacturer or wholesaler.

Training in the administration of emergency stock albuterol inhalers shall be consistent with the most recent guidelines for medication administration issued by the California Department of Education ("CDE"), and shall include all of the following:

Commented [10]: Per EC49414.7(j), the charter school shall not be liable for any civil damages resulting from any act or omission, other than an act or omission constituting gross negligence or willful and wanton misconduct, in the emergency administration of an albuterol inhaler by any of its school nurses or trained volunteers. An employee who volunteers under this section shall be provided defense and indemnification by the local educational agency for any and all civil liability. This information shall be reduced to writing, provided to the volunteer, and retained in the volunteer's personnel file. If you would like a sample volunteer notice that includes this information, please let us know.

1. Techniques for recognizing symptoms of respiratory distress.
2. Standards and procedures for the storage, restocking, and emergency use of stock albuterol inhalers.
3. Emergency follow up procedures, including calling the emergency 911 telephone number and contacting, if possible, the student's parent or guardian and physician.
4. Recommendations on the necessity of instruction and certification in cardiopulmonary resuscitation.
5. Written materials covering the information required pursuant to the training, which NCSOTA shall retain for reference.

NCSOTA shall distribute a notice at least once per school year to all staff that contains the following information:

1. A description of the volunteer request stating that the request is for volunteers to be trained to administer a stock albuterol inhaler to a person if the person is suffering, or reasonably believed to be suffering, from respiratory distress and
2. A description of the training that the volunteer will receive.

The school nurse, or the NCSOTA Executive Director or designee, shall obtain from an authorizing physician and surgeon a prescription for stock albuterol inhalers, and shall be responsible for stocking the stock albuterol inhalers and restocking it if it is used.

The school nurse or volunteer may administer a stock albuterol inhaler to a person exhibiting potentially life-threatening symptoms of respiratory distress at school or a school activity when a physician is not immediately available. If the stock albuterol inhaler is used, it shall be restocked as soon as reasonably possible, but no later than two weeks after it is used. Stock albuterol inhalers shall be restocked before their expiration date.

The school nurse or volunteer shall initiate emergency medical services or other appropriate medical follow-up in accordance with the training materials retained.

Commented [11]: Please note that this is OPTIONAL per EC49414.7. Please delete if the school will not be adhering to this provision. The charter school may voluntarily determine whether or not to make emergency stock albuterol inhalers and trained personnel available at its school. In making this determination, a school shall evaluate the emergency medical response time to the school and determine whether initiating emergency medical services is an acceptable alternative to stock albuterol inhalers and trained personnel. A private elementary or secondary school choosing to exercise the authority provided under this subdivision shall not receive state funds specifically for this purpose.

A-C. Response to Diabetic or Hypoglycemic Emergency



NCSOTA provides Charter School personnel with voluntary emergency medical training to provide emergency medical assistance to pupils with diabetes suffering from severe hypoglycemia, and volunteer personnel shall provide this emergency care, in accordance with standards established herein and the performance instructions set forth by the licensed health care provider of the pupil. A Charter School employee who does not volunteer or who has not been trained pursuant to this policy may not be required to provide emergency medical assistance.

~~Training by a physician, credentialed school nurse, registered nurse, or certificated public health nurse according to the standards established pursuant to this section shall be deemed adequate training.~~ Training established shall include all of the following:

- Recognition and treatment of hypoglycemia.
- Administration of glucagon.
- Basic emergency follow-up procedures, including, but not limited to, calling the emergency 911 telephone number and contacting, if possible, the pupil's parent or guardian and licensed health care provider.
- ~~Training by a physician, credentialed school nurse, registered nurse, or certificated public health nurse according to the standards established pursuant to this section shall be deemed adequate training.~~
- ~~A school employee shall notify the Director if he or she administers glucagon pursuant to this Policy.~~

All materials necessary to administer the glucagon shall be provided by the parent or guardian of the pupil.

In the case of a pupil who is able to self-test and monitor his or her blood glucose level, upon written request of the parent or guardian, and with authorization of the licensed health care provider of the pupil, a pupil with diabetes shall be permitted to test his or her blood glucose level and to otherwise provide diabetes self-care in the classroom, in any area of the school or school grounds, during any school-related activity, and, upon specific request by a parent or guardian, in a private location.

Designated staff shall establish emergency procedures for specific medical conditions that require an immediate response (i.e., allergies, asthma, diabetes).

D. Response to an Opioid Overdose

NCSOTA provides NCSOTA personnel with voluntary emergency medical training on the administration of opioid antagonists to students exhibiting potentially life-threatening symptoms, or reasonably believed to be suffering, from an opioid overdose at school or a school activity. NCSOTA will ensure staff properly store, maintain, and restock opioid antagonists as needed.

Training shall include all of the following:

1. Techniques for recognizing symptoms of an opioid overdose.
2. Standards and procedures for the storage, restocking, and emergency use of naloxone hydrochloride or another opioid antagonist.

Commented [12]: opioid antagonists need to be restocked 2 weeks after use or when expired. Education Code section 49414.3(h).



3. Basic emergency follow-up procedures, including, but not limited to, a requirement for the school or NCSOTA administrator or, if the administrator is not available, another school staff member to call the emergency 911 telephone number and to contact the student's parent(s)/guardian(s).
4. Recommendations on the necessity of instruction and certification in cardiopulmonary resuscitation.
5. Written materials covering the information required pursuant to the training.

The Director shall distribute an annual notice to all staff regarding volunteering for training to administer opioid antagonists and a volunteer's right to rescind their offer to volunteer.

E. Response to a Seizure, Seizure Disorder or Epilepsy

Upon receipt of a request by a parent/guardian to administer anti-seizure medication when a student is suffering from a seizure, NCSOTA may designate one or more volunteers to receive training to administer the anti-seizure medication. NCSOTA may allow non-medical personnel to volunteer to provide medical assistance to students who are diagnosed with seizures, a seizure disorder, or epilepsy if NCSOTA does not have a credentialed nurse or other licensed nurse on site. NCSOTA's volunteer personnel shall provide this emergency care in accordance with standards established herein and the performance instructions set forth by the licensed health care provider of the student. A NCSOTA employee who does not volunteer or who has not been trained pursuant to this policy may not be required to provide emergency medical assistance. Volunteer employees are not providing this emergency medical care for compensation, notwithstanding that the employee is a paid public employee.

Upon receipt of the parent/guardian's request, NCSOTA shall notify the parent/guardian that their child may qualify for services or accommodations under the Section 504 plan or an individualized education program ("IEP"), assist the parent/guardian with the exploration of that option, and encourage the parent/guardian to adopt that option if it is determined that the child is eligible for a Section 504 plan or an IEP. NCSOTA shall obtain a signed a notice verifying the parent/guardian was provided this information and has the right to request a Section 504 Plan or IEP at any time. Additionally, if NCSOTA does not have any volunteers, then NCSOTA shall notify the parent/guardian of the student's right to be assessed for a Section 504 plan or an IEP.

Prior to administering emergency anti-seizure medication, NCSOTA shall obtain annually a signed seizure action plan from the parent/guardian, that includes the parent/guardian's authorization, in writing for the medication to be administered to the student at school by a non-medical professional who has received training, and a copy of a statement, in writing, from the student's health care provider that includes all of the following information:

1. The student's name, the name and purpose of the medication, its prescribed dosage, method of administration and the frequency with which the medication may be administered;

Commented [13]: Please ensure this occurs.

Commented [14]: THIS SECTION IS OPTIONAL. Pursuant to Ed Code 49414.3, the School may voluntarily determine whether or not to make emergency naloxone hydrochloride or another opioid antagonist and trained personnel available. In making this determination, the School shall evaluate the emergency medical response time to the School and determine whether initiating emergency medical services is an acceptable alternative to naloxone hydrochloride or another opioid antagonist and trained personnel.



2. Detailed seizure symptoms, including frequency, type, or length of seizures that identify when the administration of an emergency anti-seizure medication becomes necessary;
3. The circumstances under which the medication may be administered;
4. Any potential adverse responses by the student and recommended mitigation actions, including when to call emergency services, including the emergency 911 telephone number;
5. A protocol for observing the student after a seizure, including, but not limited to, whether the student should rest in the school office, whether the student may return to class, and the length of time they should be under direct observation; and
6. How and where the emergency anti-seizure medication will be stored at the school.

This plan shall be distributed to any NCSOTA personnel or volunteers responsible for the supervision or care of the student if the parent/guardian consents in writing and will be kept in a confidential file in the nurse or Director or designee's office, as applicable.

Training will occur upon volunteering and thereafter annually at no cost to the employee and will occur during regular working hours. Training will be conducted by an authorized health care professional, all training will align with any minimum standards established by the CDE, and will include:

1. Recognition of the signs and symptoms of seizures and the appropriate steps to be taken to respond to those symptoms;
2. Administration, or assisting with the self-administration of, an emergency anti-seizure medication, or a medication or therapy prescribed to treat the symptoms of seizures, seizure disorders, or epilepsy, including manual vagus nerve stimulation; and
3. Basic emergency follow-up procedures.

Any written materials used in the training shall be retained by NCSOTA. NCSOTA shall ensure that each employee who volunteers to administer anti-seizure medication in good faith will be provided defense and indemnification by NCSOTA for any and all civil liability barring gross negligence, or willful or wanton misconduct, and this information shall be reduced to writing, provided to the volunteer, and retained in the volunteer's personnel file.

Upon receipt of a parent/guardian's request to administer anti-seizure medication, NCSOTA shall distribute a notice at least once but no more than two times per school year to all staff that includes all of the following information:

1. A description of the volunteer request stating that the request is for volunteers to be trained to recognize and respond to seizures, including training to administer emergency anti-

Commented [15]: Please be sure to distribute this notice.



seizure medication to a student diagnosed with seizures, a seizure disorder, or epilepsy if the student is suffering from a seizure;

2. A description of the training that the volunteer will receive;
3. The right of an employee to rescind their offer to volunteer; and
4. A statement that there will be no retaliation against any individual for rescinding the individual's offer to volunteer, including after receiving training.

If a volunteer rescinds the volunteer's offer to volunteer or is no longer able to act as a volunteer for any reason, or if the placement of a student changes and the student no longer has access to a trained volunteer, an additional two notices per school year may be distributed to all staff.

Commented [16]: Client Note: Please be sure to distribute this notice if the Charter School no longer has any volunteers.

Upon administration of anti-seizure emergency medication by a volunteer employee, NCSOTA's nurse shall be notified. If NCSOTA does not employ a nurse, NCSOTA's Director or designee shall be notified.

Storage and Record Keeping

- All medication will be kept in a secure and appropriate storage location and administered per an authorized health care provider's instructions by appropriately designated staff.
- Designated staff shall keep records of medication administered at NCSOTA. The medication log may include the following:
 - a. Student's name.
 - b. Name of medication the student is required to take.
 - c. Dose of medication.
 - d. Method by which the student is required to take the medication.
 - e. Time the medication is to be taken during the regular school day.
 - f. Date(s) on which the student is required to take the medication.
 - g. Authorized health care provider's name and contact information.
 - h. A space for daily recording of medication administration to the student or otherwise assisting the student in administration of the medication, such as date, time, amount, and signature of the individual administering the medication or otherwise assisting in administration of the medication.
- Designated staff shall return all surplus, discontinued, or outdated medication to the parent/guardian upon completion of the regimen or prior to extended holidays. If the medication cannot be returned, it will be disposed of at the end of the school year.

Commented [17]: Medications should not be flushed down the toilet and medications should not be disposed of in the school trash. Please check with your local ordinance to determine how medication should be disposed of. See: <https://www.cde.ca.gov/ls/he/hn/documents/medadvisory.pdf>

Additional Guidelines:

- ~~The primary responsibility for the administration of medication rests with the parent/guardian, pupil, and medical professional.~~
- ~~Medication shall be administered only during school hours if determined by a physician to be necessary.~~



- ~~• Designated staff shall keep records of medication administered at NCSOTA.~~
- ~~• All medication will be kept in a secure and appropriate storage location and administered per physician's instructions by appropriately designated staff.~~
- ~~• Designated staff shall return all surplus medication to the parent/guardian upon completion of the regimen or prior to extended holidays.~~
- ~~• Designated staff shall establish emergency procedures for specific medical conditions that require an immediate response (i.e. allergies, asthma, and diabetes).~~
- ~~• The written statements specified in this policy shall be provided at least annually and more frequently if the medication, dosage, frequency of administration, or reason for administration changes.~~
- ~~• A pupil may be subject to disciplinary action if that pupil uses auto-injectable epinephrine or inhaled asthma medication in a manner other than as prescribed.~~
- ~~• Any pupil requiring insulin shots must establish a plan for administration of insulin shots with the Director in consultation with the parent or guardian and the pupil's medical professional.~~



CELL PHONES AND OTHER ELECTRONIC SIGNALING DEVICES POLICY AND USE AGREEMENT

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

The use of cell phones and other electronic signaling devices at school is detrimental to the academic climate because it takes valuable time away from instruction, adds to the amount of screen time a child already has, and creates disciplinary problems.

Students who possess a cell phone or other electronic signaling device shall assume responsibility for its care in accordance with this Policy. At no time shall NCSOTA be responsible for preventing theft, loss or damage to cell phones or other electronic signaling devices brought onto campus, unless locked in the cell phone lock box.

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

Students are permitted to use ~~personal electronic~~private devices during the following times:

- Before school or After-after 3:15 p.m. in the pick-up area ONLY in front of the Upper Campus. Students may not use phones at the lower campus or at after-care without specific permission and only to contact parents.
- At sports activities/games outside of the regular school day, only with the permission of the coach, instructor or program director;
- As directed to by a teacher or staff member at NCSA.
- In the case of an emergency, or in response to a perceived threat of danger.
- When a teacher or administrator of the Charter School grants permission to a student to possess or use a private device, subject to any reasonable limitation imposed by that teacher or administrator.
- When a licensed physician and surgeon determines that the possession or use of a private device is necessary for the health or well-being of the student.
- When the possession or use of a private device is required in a student's individualized education program ("IEP").

Commented [MB1]: Please confirm or revise.

The use of electronic devices for any purpose – including telephone calls, text messaging, checking social media, internet “hotspot”, and other functions – is not permitted at any other time on school grounds.

Electronic devices must either be locked in the class lock box or left at home. Private devices must be turned off and not used:



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

*
Each family will sign this agreement indicating which rule they will adhere to (e.g. lock box of leaving the device at home).

Consequences for Violation of this Policy

- **First offense:** If a student ~~has their device on~~ is in possession of a private device or a private device is heard ringing, beeping, or buzzing from inside a jacket, purse, backpack, or other similar article, whether within the immediate presence of the student or not, them or it makes any noise, the student's ~~the~~ device will be confiscated and returned only to the student's parent or guardian. **BOTH** the student and parent/guardian will sign the Cell Phone/Electronic Signaling Device Policy again indicating that the student will leave their phone at home or place it in the lock box at school each day.
- **Second Offense:** Student's device will be confiscated and the student will be prohibited from bringing the device to school for the remainder of the school year. Meeting with student, parent and School Director required.
- **Repeated Offenses:** Referral to additional interventions of consequences, school mental health counselor, Restorative Justice Circle, and/or they may be subject to additional disciplinary action, consistent with the *School Discipline Policy*.

Commented [MB2]: Not understanding why a cell phone violation would require mental health counseling?

I will:

- Leave phone at home
- Lock it up at school*
- I do not own a phone

_____	_____	_____
Student Name	Student Signature	Date
_____	_____	_____
Parent/Guardian Name	Parent/Guardian Signature	Date

~~* Students who possess a cell phone or other electronic signaling device shall assume responsibility for its care in accordance with this Policy. At no time shall NCSOTA be responsible for preventing theft, loss or damage to cell phones or other electronic signaling devices brought onto campus, unless locked in the cell phone lock box.~~



First Offense:

I have read this policy and understand guidelines regarding cell phones and other electronic signaling devices.

Student Name _____ Grade _____

Student Signature _____ Date _____

Parent Name _____

Parent Signature _____ Date _____

Second Offense:

I have read this policy and understand that I am prohibited from bringing a device to school for the remainder of the school year.

Student Name _____ Grade _____

Student Signature _____ Date _____

Parent Name _____

Parent Signature _____ Date _____

Repeated Violation:

I understand that I may no longer bring a device to school for the balance of the school year **and that I may be referred to a school mental health counselor, Restorative Justice Circle, and/or I may be** subject to additional disciplinary action, consistent with the *School Discipline Policy*.

Student Name _____ Grade _____

Student Signature _____ Date _____

Parent Name _____

Parent Signature _____ Date _____



SECTION 504: POLICY, PROCEDURES, AND PARENT RIGHTS REGARDING IDENTIFICATION, EVALUATION AND EDUCATION

A. SECTION 504 POLICY

The Charter Governance Council of the Nevada City School of the Arts (“NCSOTA” or the “Charter School”) recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education and its legal responsibility to ensure that “no qualified person with a disability shall, solely by reason of their disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” This Policy and the related administrative regulation has been developed to ensure the implementation of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and its implementing regulations as amended, which pertains to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a free, appropriate public education (“FAPE”).

Under Section 504, individuals with physical or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services designed to meet their individual needs as adequately as the needs of nondisabled students are met. Major Life Activities include functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working, as well as the operation of a major bodily functions, including functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Students may be disabled and entitled to services under Section 504 even though they are not eligible for services pursuant to the Individuals with Disabilities Education Act Improvement Act of 2004 (“IDEA”). An impairment need not prevent or severely restrict a major life activity to be considered “substantially limiting.”

NCSOTA’s Director or designee shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEA) that student will be evaluated under this policy’s corresponding procedures.

A Section 504 Team will be convened to determine the student’s need for regular or special education and/or related aids and services. The 504 Team will include persons knowledgeable about the Section 504 standards, the student’s individual needs and school history, the meaning of evaluation data, and placement options. The student’s parent/guardian shall be invited to participate in this 504 Team and shall receive notice of procedural safeguards guaranteed by law.

If NCSOTA does not assess a student after a parent has requested an assessment, NCSOTA shall provide notice of the parent’s/guardian’s procedural safeguards. NCSOTA shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the



maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of the 504 plan and shall receive notice of procedural safeguards guaranteed by law. NCSOTA shall periodically review the student's progress and placement.

NCSOTA does not discriminate on the basis of disability or any other characteristic protected under law. NCSOTA will implement this policy through its corresponding procedures.

B. SECTION 504 PROCEDURES

A. Definitions

1. **Academic Setting** – the regular, educational environment operated by NCSOTA.
2. **Individual with a Disability under Section 504** – An individual who:
 - a. has a physical or mental impairment that substantially limits one or more major life activities;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
3. **Evaluation** – procedures used to determine whether a student has a disability as defined within these Procedures, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or procedures used with, all students in a school, grade or class.
4. **504 Plan** – is a plan developed to identify and document the student's needs for regular or special education and related aids and services for participation in educational programs, activities, and school-sponsored events.
5. **Free Appropriate Public Education ("FAPE")** – the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.
6. **Major Life Activities** - Functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions.
7. **Physical or Mental Impairment** –
 - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including



- speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or
- b. Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
8. **504 Coordinator** – The School Director shall serve as NCSOTA’s Section 504 Coordinator. The parents or guardians may request a Section 504 due process hearing from or direct any questions or concerns to the Section 504 Coordinator at 530-273-7736 x 1007.
 9. **Has a record of such an impairment** - means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
 10. **Is regarded as having an impairment** - means
 - a. An individual meets the requirement of 'being regarded as having such an impairment' if the individual establishes that they have been subjected to an action prohibited under this Act because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.
 - b. Being regarded as having an impairment shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.
- B. Referral, Assessment and Evaluation Procedures
1. NCSOTA will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and services.
 2. A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student’s file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another Charter School employee will be forwarded to the Section 504 Coordinator.
 3. NCSOTA has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who have or may have a disability are referred to the Section 504 Coordinator so that the assessment process is initiated.
 4. The 504 Team convened by the Section 504 Coordinator will be composed of the student’s parents/guardians and other persons knowledgeable about the student (such as the student’s regular education teachers), the student’s school history, the student’s individual needs (such as a person knowledgeable about the student’s disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and



comparable facilities.

5. The 504 Team shall promptly consider the referral and determine what assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.
6. The 504 Team will consider the following information in its evaluation of the student:
 - a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;
 - b. Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and
 - c. Tests are selected and administered so as to best ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure.)
7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a free appropriate public education. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.
8. Mitigating measures cannot be considered when evaluating whether or not a student has a substantially limiting impairment. Mitigating measures could include medications, prosthetic devices, assistive devices, or learned behavioral or adaptive neurological modifications a student uses to eliminate or reduce the effects of an impairment.
9. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.
10. If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.



C. 504 Plan

1. When a student is identified as having a disability within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a FAPE.
2. The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.
3. For each identified eligible student, the 504 Team will develop a 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the eligible student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.
4. The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary for the student and, if appropriate, provided a copy of the 504 Plan. A copy of this plan shall be kept in the student's cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.
5. The eligible student shall be placed in the regular education environment unless it is demonstrated that the student's needs cannot be met in the regular education environment with supplementary aids and services. The student shall be educated with students who are not disabled to the maximum extent appropriate to his/her individual needs.
6. The referral, assessment, evaluation and placement process will be completed within a reasonable time. It is generally not reasonable to exceed fifty (50) school days in completing this process.
7. The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.
8. If the 504 Team determines that the student has a disability but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a person with a disability under Section 504 and shall state the basis for the decision that no special services are presently needed.
9. The 504 Plan shall include a schedule for annual review of the student's needs, and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.
10. NCSOTA shall immediately implement a student's prior 504 Plan, when a student enrolls at NCSOTA. Within thirty (30) days of starting school, NCSOTA shall schedule



a 504 Team meeting to review the existing 504 Plan. NCSOTA shall request a copy of the prior 504 plan from both the prior school and the parent/guardian.

11. A parent, -guardian, or NCSOTA shall have the right to audio record the proceedings of any team meetings held pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794). The parent or guardian or NCSOTA shall notify the members of the team of the parent's, guardian's, or NCSOTA's intent to audio record a meeting at least 24 hours before the meeting. If NCSOTA initiates the notice of intent to audio record a meeting and the parent or guardian objects or refuses to attend the meeting because it will be audio recorded, the meeting shall not be audio recorded.

D. Review of the Student's Progress

1. The 504 Team shall monitor the progress of the eligible student and the effectiveness of the student's 504 Plan. According to the review schedule set out in the student's 504 Plan, the 504 Team shall annually determine whether the services and modifications are appropriate.
2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.

E. Procedural Safeguards

1. Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their rights to:
 - Examine relevant records
 - Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
 - Have the right to file a Uniform Complaint pursuant to school policy
 - Seek review in federal court if the parents/guardians disagree with the hearing decision.
2. Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be made to the following:

Holly Pettitt
13032 Bitney Springs Road, Nevada City, CA 95959
530-273-7736 x 1007 / _director@ncsota.org

Notifications shall also advise that reimbursement for attorney's fees is available only as authorized by law.

3. The Director or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with NCSOTA or any district



within the Grass Valley School District or the Nevada County Office of Education in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

4. If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, he/she may request a hearing to initiate due process procedures. The parent/guardian shall set forth in writing his/her request for a hearing. A request for hearing should include:
 - The specific decision or action with which the parent/guardian disagrees.
 - The changes to the 504 Plan the parent/guardian seeks.
 - Any other information the parent/guardian believes is pertinent.
5. Within five (5) calendar days of receiving the parent/guardian's request for a hearing, NCSOTA may offer the parent/guardian an optional alternative dispute resolution process. However, the timeline for the hearing shall remain in effect unless it is extended by mutual written agreement of the parent/guardian and NCSOTA. Alternative dispute resolution options include:
 - Mediation by a neutral third party.
 - Review of the 504 Plan by the Director or designee.
6. Within ten (10) calendar days of receiving the parent/guardian's request, the Director or designee shall select an impartial hearing officer. These 10 days may be extended for good cause or by mutual agreement of the parent/guardian and Director.
7. Within thirty-five (35) calendar days of the selection of the hearing officer, the due process hearing shall be conducted. These thirty-five (35) days may be extended for good cause or by mutual agreement of the parent/guardian and Director.
8. The parent/guardian and the School shall be afforded the rights to:
 - Be accompanied and advised by counsel and by individuals with special knowledge or training related to the individual needs of students who are qualified as having a disability under Section 504.
 - Present written and oral evidence.
 - Question and cross-examine witnesses.
 - Receive written findings by the hearing officer.
9. The hearing officer shall issue a written decision within ten (10) calendar days of the hearing.



10. If desired, either party may seek a review of the hearing officer's decision by a federal court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.
11. NCSOTA shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

F. Suspension and Expulsion, Special Procedures for Students with Disabilities

NCSOTA shall follow the suspension and expulsion policy and procedures as set forth in the charter. A pupil who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to regular education pupils except when federal and state law mandates additional or different procedures. NCSOTA will follow Section 504 and all applicable federal and state laws when imposing any form of discipline on a pupil identified as an individual with disabilities or for whom NCSOTA 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 pupils. The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

1. 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, and to progress toward meeting the goals set out in the child's 504 Plan; and receive, as appropriate, a functional behavioral assessment ("FBA") 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.

2. 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, NCSOTA, the parent, and relevant members of the 504 Team shall review all relevant information in the student's file, including the child's 504 Plan, any teacher observations, and any relevant information provided by the parents 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 504 Plan.



If NCSOTA, the parent, and relevant members of the 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 NCSOTA, the parent, and relevant members of the 504 Team make the determination that the conduct was a manifestation of the child's disability, the 504 Team shall:

- a. Conduct an FBA and implement a behavioral intervention plan ("BIP") for such child, provided that NCSOTA had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If the child has a BIP, review the BIP 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 and NCSOTA agree to a change of placement as part of the modification of the BIP.

If NCSOTA, the parent, and relevant members of the 504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the 504 Plan, then NCSOTA 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.

3. Appeals

The parent/guardian of a child with a disability under a 504 Plan who disagrees with any decision regarding placement, or the manifestation determination, or if NCSOTA believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, either party may request to utilize the appeal process outlined in the Procedural Safeguards section of these Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or NCSOTA, 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 and NCSOTA agree otherwise.

4. Special Circumstances



NCSOTA 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 Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) 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. § 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. § 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's 504 Team.

6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to the IDEA 2004 and who has violated NCSOTA's disciplinary procedures may assert the procedural safeguards granted under these Procedures only if NCSOTA had knowledge that the student had a disability before the behavior occurred.

NCSOTA 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 NCSOTA 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 has requested an evaluation of the child.
- c. The child's teacher, or other NCSOTA personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other NCSOTA supervisory personnel.



If NCSOTA 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 2004-eligible children with disabilities, including the right to stay-put.

If NCSOTA had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. NCSOTA shall conduct an expedited evaluation if requested by the parent/guardian; however, the student shall remain in the education placement determined by NCSOTA pending the results of the evaluation.

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

C. PARENT/STUDENT RIGHTS IN IDENTIFICATION, EVALUATION, ACCOMMODATION AND PLACEMENT

The following is a description of the rights granted by federal law to students with disabilities. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. Please keep this explanation for future reference.

You have the right to:

1. Have your child take part in and receive benefits from public education programs without discrimination because of his/her disabling condition.
2. Have NCSOTA advise you of your rights under federal law.
3. Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.
4. Have your child receive a free appropriate public education. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have NCSOTA make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
5. Have your child educated in facilities and receive services comparable to those provided to non-disabled students.
6. Have your child receive special education and related services if he/she is found to be eligible under the Individuals with Disabilities Education Improvement Act (IDEA 2004).
7. Have an evaluation, educational recommendation, and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options. This includes the right to an evaluation before the initial placement of the student and before any subsequent significant change in placement.
8. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by NCSOTA.



9. Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.
10. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records.
11. Obtain a response from NCSOTA to reasonable requests for explanations and interpretations of your child's records.
12. Request an amendment of your child's educational records if there is reasonable cause to believe they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If NCSOTA refuses this request for amendment, NCSOTA shall notify you within a reasonable time and advise you of your right to an impartial hearing.
13. Request mediation or file a grievance in accordance with NCSOTA's Section 504 mediation grievance and hearing procedures, outlined above.
14. Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.
15. File a formal complaint pursuant to NCSOTA's Uniform Complaint Policy and Procedures. Please ask the Director for a copy of the Charter School's Uniform Complaint Policy and Procedures if you need one.
16. File a formal complaint with the U.S. Department of Education.

Office for Civil Rights, U.S. Department of Education
San Francisco Office
50 United Nations Plaza
San Francisco, CA 94102
(415) 486-5555 PHONE
(415) 486-5570 FAX
Email: OCR.SanFrancisco@ed.gov

17. Be free from any retaliation from NCSOTA for exercising any of these rights.

Please contact Holly Pettitt, 504 Coordinator, c/o Nevada City School of the Arts, 13032 Bitney Springs Rd., Nevada City, CA 95959, 530-273-7736 with any questions regarding the information contained herein.





CLASSROOM AND SCHOOL VOLUNTEER, VISITATION, AND REMOVAL POLICY

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

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

Definitions

- A “visitor” is defined as any person seeking to enter the school building who is not an employee or a current student at the Charter School. All visitors who are not parents or guardians of a student must have a specific and educationally relevant purpose for their visit.
- A “volunteer” is defined as any person who voluntarily offers and provides a service to the Charter School with Charter School approval without receiving compensation.

Volunteering

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

1. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be (1) fingerprinted and (2) receive background clearance prior to volunteering without the direct supervision of a credentialed employee.
2. A volunteer shall also have on file with NCSOTA a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the School Director, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with ~~pupils~~ students.
3. Volunteering must be arranged with the classroom teacher and Director or designee, at least forty-eight (48) hours in advance.



4. ~~—A volunteer may not volunteer in the classroom for more than three (3) hours per month.~~

4-5. Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide/instructional assistant. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aide/instructional assistant, the volunteer may leave their volunteer position for that day.

5-6. Information gained by volunteers regarding students (e.g. academic performance or behavior) is to be maintained in strict confidentiality. Volunteers must sign in agreement that they have read and understand and agree to follow the Family Educational Rights and Privacy Act (“FERPA”) Policy.

6-7. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of registering and signing out of the campus at the main office as indicated below.

Volunteerism by parents is encouraged but not mandatory. Any

7-8. ~~This Policy does not authorize NCSOTA to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with a valid restraining order, protective order, or order hours are tracked for custody or visitation issued by a court purposes of competent jurisdiction maintaining data on the parent participation at the School.~~

Visitation

1. Visits during school hours should first be arranged with the teacher and Director or designee, at least forty-eight (48) hours in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least forty-eight (48) hours in advance. Parents/guardians seeking to visit a classroom during school hours must first obtain the approval of the classroom teacher and the Director or designee.

2. All visitors (including volunteers) shall register in the Visitors Log Book and complete-receive a Visitor’s PermitBadge in the main office immediately upon entering any school building or grounds when during regular school hours. When registering, the visitor is required to provide his/her/their name, address, age (if under 21), his/her/their purpose for entering school grounds, and proof of identity.

3. For purposes of school safety and security, the Director or designee may design a visible means of identification for visitors while on school premises.



~~2.4.~~ NCSOTA complies with all applicable health and safety guidelines and orders issued by federal, state, or local governments or health departments. All visitors are asked to comply with current mandated and recommended health and safety protocols. Visitors (including volunteers) who demonstrate signs of a contagious disease (e.g., fever, coughing) may be denied registration. When recommended or required by the State or County Department of Public Health, visitors will be required to wear personal protective equipment, such as masks, and adhere to physical distancing protocols. NCSOTA reserves the right to implement additional measures for the protection of its school community, such as requiring forehead temperature checks before entry to the same extent being utilized for students and employees.

~~3.5.~~ If the visitor is a government officer/official (including but not limited to local law enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. NCSOTA shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by NCSOTA, consistent with the law. The NCSOTA ~~Board of Directors~~Governance Council and Bureau of Children’s Justice in the California Department of Justice, at BCJ@doj.ca.gov, will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.

~~1. For purposes of school safety and security, the Director or designee may design a visible means of identification for visitors while on school premises.~~

~~If the Charter School serves students in grades 9-12, inclusive, and provides on-campus access to employers, it shall not prohibit access to the military services. “Military services” includes the United States Army, the United States Navy, the United States Air Force, the United States Marine Corps, the United States Coast Guard, the United States Space Force, or any reserve component of those federal forces, the National Guard, the State Guard, and the active militia.~~

~~4.6.~~ Except for unusual circumstances, approved by the Director, NCSOTA visits should not exceed approximately sixty (60) minutes in length and may not occur more than twice per semester.

~~5.7.~~ While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher’s and Director’s written permission.



~~6-8.~~ Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors ~~Log Book~~Logbook in the main office.

The Limitations of Volunteering or Visitation

- ~~1.~~ The Director or designee may seek the assistance of the police in managing or reporting any visitor or volunteer in violation of this Policy.
- ~~1-2.~~ The ~~Executive School~~ Director, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.
- ~~2.~~ The Director or designee may withdraw consent to be on campus even if the visitor has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt NCSOTA's orderly operation. If consent is withdrawn by someone other than the Director, the Director may reinstate consent for the visitor if the Director believes that the person's presence will not constitute a disruption or substantial and material threat to NCSOTA's orderly operation. Consent can be withdrawn for up to fourteen (14) days.
- ~~2-3.~~ The ~~The~~ Director or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or withdrawn, promptly leave school grounds. When a visitor is directed to leave, the Director or designee shall inform the visitor that if he/she reenters the school without following the posted requirements he/she will be guilty of a misdemeanor.
- ~~4.~~ The Director may direct a visitor without lawful business on campus to leave campus when the visitor's presence or acts interfere with the peaceful conduct of the activities of the school, or disrupt the school or its students, or school activities.
- ~~5.~~ Any visitor who is ~~denied registration or directed to leave by the Director or designee will not be permitted to return to the Charter School campus for at least seven (7) calendar days. When a visitor is directed to leave, the ~~Executive School~~ Director or designee shall inform the visitor that if the visitor reenters the school without following the posted requirements the visitor will be guilty of a misdemeanor.~~
- ~~6.~~ The Director or designee may withdraw consent to be on campus for up to fourteen (14) calendar days even if the visitor ~~has his/her registration revoked may a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt NCSOTA's orderly operation. Consent may be reinstated at the discretion of the ~~Executive School~~ Director prior to the expiration of the fourteen (14) calendar day timeline, whenever the Director has reason to believe that the presence of the person will not constitute a substantial and material threat to the orderly operation of the school campus. The person from whom consent has been withdrawn may submit a written request for a ~~conference~~~~



~~with hearing on the Director withdrawal within the two-week period. The written request shall be in writing, shall state why the denial or revocation was improper, shall give the address to which notice of conference hearing is to be sent. The Director shall grant such a hearing not later than seven (7) calendar days from the date of receipt of the request and shall be delivered to the Director within fourteen (14) days of the denial or revocation of consent. The Director shall promptly immediately mail a written notice of the date, time, and place, and date of the conference such hearing to the such person.~~

~~3-7. This Policy does not authorize who requested the conference. A conference NCSOTA to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with the Director shall be held within seven (7) days after the Director receives the request. If no resolution can be agreed upon, the Director shall forward notice of the complaint to the NCSOTA Board of Directors. The NCSOTA Board of Directors shall address the Complaint at the next regular Board meeting and make a final determination a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.~~

Posted Notifications

At each entrance to the campus, signs shall be posted specifying the hours during which registration is required ~~stating where the office of the Director or designee is located, and what route to take to that office, and setting forth the penalties for violation of this Policy.~~

~~3. The Director or designee shall seek the assistance of the police in managing or reporting any visitor in violation of this Policy.~~

Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, ~~he/she/the visitor~~ will be guilty of a ~~crime as specified~~ misdemeanor, which is punishable by a fine of up to \$500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
2. Under California Education Code section 44811, ~~disruption by a parent, guardian or other person at a school or school-sponsored activity, any visitor whose conduct materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor and~~ is punishable, upon the first conviction, by a fine of no less than \$500.00 (five hundred dollars) and no more than \$1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both, the fine and imprisonment.



NEVADA CITY
SCHOOL OF THE ARTS

Board Policy #: 316

Adopted/Ratified: 03/26/2020

Revision Date: 01/25/2024; [02/27/2025](#)

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3. Disruptive conduct may lead to NCSOTA's pursuit of a restraining order against a visitor, which, if granted, would prohibit ~~him/her~~ the visitor from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.



DRESS CODE POLICY

OUR VALUES ARE:

- All students should be able to dress comfortably for school without fear of or actual unnecessary discipline or body shaming.
- All students and staff should understand that they are responsible for managing their own personal “distractions” without regulating individual students’ clothing/self-expression.
- Teachers ~~can~~ should focus on teaching without the additional and often uncomfortable burden of dress code enforcement.
- Students should not face unnecessary barriers to school attendance.

I. GOALS OF A STUDENT DRESS CODE

A student dress code should accomplish several goals:

- Maintain a safe learning environment in classes where protective or supportive clothing is needed, such as chemistry/biology (eye or body protection), dance (bare feet, tights/leotards), or PE (athletic attire/shoes).
- Allow students to wear clothing that expresses their self-identified gender identity.
- Allow students to wear religious attire without fear of discipline or discrimination.
- ~~Prevent students from wearing clothing with offensive images or language, including profanity, hate speech, and pornography.~~
- ~~Prevent students from wearing clothing with images or language depicting or advocating violence or the use of alcohol or drugs.~~
- Ensure that all students are treated equitably regardless of gender/gender identification, sexual orientation, race, ethnicity, body type/size, religion, and personal style.

II. RECOMMENDED DRESS CODE POLICY

The primary responsibility for a student’s attire resides with the student and parents or guardians. The school is responsible for seeing that student attire does not interfere with the health or safety of any student and that student attire does not contribute to a hostile or intimidating atmosphere for any student.

Students should be given the most choice possible in how they dress for school. Any restrictions must be necessary to support the overall educational goals of the school and must be explained within the dress code.

1. Basic Principle: Certain body parts must be covered for all students

Clothes must be worn in a way such that private parts and bottoms are covered with opaque material. All items listed in the “must wear” and “may wear” categories below must meet this basic principle.



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2. Students Must Wear:

- Shirt
- Bottom: pants/sweatpants/shorts/skirt/dress/leggings
- Shoes: activity-specific shoe requirements are permitted (for example for sports). No heels over 2 inches.

3. Students May Wear:

- Hats, including religious headwear
- Hoodie sweatshirts (over head is allowed, unless it hinders the education process)
- Fitted pants, including leggings, yoga pants, and "skinny jeans."
- Midriff-baring shirts – touching tops of pants
- Ripped jeans, as long as underwear is not exposed.
- Tank tops, including spaghetti straps.
- Athletic attire
- Clothing with commercial or athletic logos.

Commented [MB1]: This is a bit confusing - if the shirt must touch the bottom of the pants, then by definition it is not "midriff baring." If the tummy must be covered, please explicitly state that.

4. Students Cannot Wear:

- ~~Violent language or images~~
- ~~Images or language depicting drugs or alcohol (or any illegal item or activity) or the use of same.~~
- ~~Hate speech, profanity, pornography.~~
- ~~Images or language that creates a hostile or intimidating environment based on any protected class.~~
- Visible underwear. (Visible waistbands or straps on undergarments worn under other clothing are not a violation).
- Bathing suits
- Helmets or headgear that obscures the face (except as a religious observance).
- No clothing, jewelry, accessories, or hairstyles which are, or include, a picture, writing, or insignia which is:
 - o (1) gang related;
 - o (2) presents a safety hazard to the wearer or others;
 - o (3) advertises or symbolizes any type of alcohol, drugs, tobacco, or gambling;
 - o (4) includes weapons or acts which are illegal, violent, obscene, or hazardous to one's health;
 - o (5) sexually suggestive, crude, vulgar, profane; discriminatory, obscene, contain threats, libelous; or
 - o (6) offensive or degrading to students or staff on the basis of gender, cultural, religious or ethnic values.

III. GANG INFLUENCE

~~In order to discourage the influence of gangs, school staff shall take the following measures:~~

Commented [TH2]: This has to be here as part of our School Safety Documents.



- ~~Any student displaying behavior, gestures, apparel, or paraphernalia indicative of gang affiliation shall be referred to the director or designee.~~
- ~~The student's parent/guardian shall be contacted and may be asked to meet with school staff.~~
- ~~The student may be sent home to change clothes.~~

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Dress Code Violations

If a Charter School staff member determines that a student's attire is inappropriate or disruptive to the educational environment as described hearing, the following may occur:

Commented [MB3]: Optional, but we recommend some type of consequence or enforcement mechanism.

1. The student may be asked to briefly leave class to change clothing to align with this dress code.
2. The Charter School may confiscate items that violate the dress code.
3. The Charter School may notify the student's parents/guardians of the dress code violation(s).
4. The Charter School may schedule a conference with the student's parents/guardians to discuss the dress code violation(s).

Students may not be disciplined, penalized academically, or removed from class as a consequence for wearing "inappropriate" attire.



IMMUNIZATION POLICY

The Nevada City School of the Arts (“NCSOTA” or the “Charter School”) ~~will adhere~~adheres to all laws related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325-120380, and Title 17, California Code of Regulations Sections 6000-6075.

Required Immunizations, Records and Reports

California law requires that an immunization record be presented to NCSOTA staff before a child can be unconditionally enrolled in school. ~~NCSOTA requires~~Entering students who are not exempt must provide NCSOTA written verification from a doctor or immunization clinic of the following immunizations:

~~Students entering kindergarten who are not exempt will need the following immunization requirements:~~

<u>Child’s Grade</u>	<u>Immunization</u>	<u>Dosage</u>
<u>TK/K-12¹</u>	Diphtheria, Pertussis, and Tetanus (DTaP)	Five (5) doses
	Polio	Four (4) doses
	Measles, Mumps, and Rubella (MMR)	Two (2) doses
	Hepatitis B (Hep B)	Three (3) doses
	Varicella (chickenpox)	Two (2) doses
<u>Entering 7th Grade²</u>	<u>Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap)</u>	<u>One (1) dose</u>

Inserted Cells

¹ NOTE: Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.

² NOTE: In order to begin seventh grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet all requirements for the TK/K-12 grade levels (i.e., polio, MMR, chickenpox/varicella and primary series for diphtheria, tetanus, and pertussis), in



	<u>Varicella</u>	<u>Two (2) Doses</u>
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~~NOTE: Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday.~~

~~Students entering 7th grade who are not exempt from the immunization requirements must show proof of the following immunizations:~~

Immunization	Dosage
Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap)	One (1) dose

~~Additionally, students who are not exempt from the immunization requirements must show proof of the following immunizations when advancing to the 7th grade:~~

Immunization	Dosage
Varicella	Two (2) Doses

~~NOTE: In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet all requirements for children 7-17 years old (i.e., polio, MMR, chickenpox and primary series for diphtheria, tetanus, and pertussis), **in addition to** the 7th grade requirements for Tdap and two (2) doses of Varicella.~~

Verification of immunizations will be completed with written medical records from the child’s doctor or immunization clinic as well as verification from CAIR (CA state database). Immunization records shall be part of the mandatory permanent pupil record and shall be kept in accordance with NCSOTA’s Educational Records and Student Information Policy. NCSOTA will file a written report on the immunization status of all new entrants to NCSOTA with the California Department of Public Health (“CDPH”), on at least an annual basis, as required by law.

Any child leaving the United States for a short vacation to or long stay in any country considered by the Center of Disease Control and Prevention (“CDC”) to have increased risk of TB exposure

addition to the seventh grade requirements for Tdap (at least one dose of pertussis-containing vaccine on or after the seventh birthday) and two (2) doses of Varicella (varicella requirement for seventh grade advancement expires after June 30, 2025).



MUST contact the County Tuberculosis Clinic or the School Nurse for a TB Screening upon return.

NCSOTA shall immediately admit a foster child, as defined in Education Code ~~§Section~~ 48853.5(a), and a homeless child, as defined in Section 11434a(2) of Title 42 of the United States Code, ~~whose even if the foster or homeless child's~~ immunization records are not available or are missing. However, this does not alter NCSOTA's obligation to obtain immunization records for foster and homeless students or to ensure the full immunization of foster and homeless students as required by law.

If NCSOTA discovers that an admitted student who ~~is not exempt from~~ ~~was previously believed to be in compliance with~~ the immunization requirements ~~has not received all required immunizations and does not meet~~ ~~is subsequently discovered to not be in compliance with either the unconditional admission requirements or~~ the conditional admission requirements ~~set forth below,~~ NCSOTA will notify ~~his/her~~ ~~the student's~~ parent/guardian ~~if, of: 1) the time period within which the doses must be received, which may be no more than ten (10) school days of the notice, the child after notification; and 2) that the student shall continue in attendance only if the parent/guardian provides documentation that the immunization requirements have been met within the time period designated by NCSOTA. If the student~~ does not provide documentation of having received all required immunizations, ~~NCSOTA within the time period designated by NCSOTA,~~ NCSOTA shall exclude this student from attendance. The student shall remain excluded from ~~the NCSOTA's campuses~~ Charter School until ~~he/she is fully immunized.~~ ~~the student provides proper documentation of the student's compliance with the immunization requirements as required by law.~~ The student shall also be reported to the School Attendance Coordinator.

The Director, or designee, may arrange for ~~a licensed physician or a qualified medical personnel~~ ~~registered nurse~~ to administer immunizations at NCSOTA to any student whose parent/guardian has consented in writing.

~~Whenever there is good cause to believe that a student has been exposed to a communicable disease for which immunization is required, that student may be temporarily excluded from the campus until the local health officer is satisfied that the person is no longer at risk of developing the disease.~~

Conditional Admittance Admission

Students may be conditionally admitted in accordance with Health and Safety Code Section 120340 and Title 17, California Code of Regulations Section 6035. The Director or designee shall notify the student's parents/guardians of the date ~~(s)~~ by which the student must complete all the remaining doses. The Director or designee shall review the immunization record of each student admitted conditionally at least every thirty (30) days ~~from the date of admission~~ until that student has received all the required immunizations, or submitted a valid exemption. If a student conditionally admitted fails to fulfill the conditions of admission, NCSOTA will prohibit the student from further attendance until that student ~~has been fully immunized~~ provides proper documentation of the student's compliance with the immunization requirements as required by law.

Documentary Proof



The Director shall maintain the student's immunization information in the student's mandatory permanent record and shall file annual immunization status reports as required by the ~~California Department of Public Health~~CDPH.

Exemptions from Immunization Requirements

All students must be fully immunized in accordance with the California Health and Safety Code ~~and~~ the California Code of Regulations, ~~and this Policy~~ with the following exceptions:

1. Students who show proof of a medical exemption by a physician licensed to practice medicine in California ~~pursuant to Health and Safety Code Section 120370; If there is good cause to believe that a child has been exposed to a disease listed in subdivision (b) of Section 120335 and his or her documentary proof of immunization status does not show proof of immunization against that disease, that child may be temporarily excluded from the school or institution until the local health officer is satisfied that the child is no longer at risk of developing or transmitting the disease, pursuant to Health and Safety Code Sections 120370-120372.~~
 - a. Commencing January 1, 2021, the CDPH standardized medical exemption form shall be the only documentation of a medical exemption that NCSOTA shall accept.
 - b. On and after July 1, 2021, NCSOTA shall not unconditionally admit or readmit, or admit or advance any student to 7th grade, unless the student has been fully immunized or files a CDPH standardized medical exemption form as required by law.
 - c. Medical exemptions remain valid until the earliest of: 1) the child's enrollment in the next grade span, as defined below; 2) the expiration date specified in a temporary medical exemption, which shall not exceed one year; or 3) revocation of the exemption pursuant to Health and Safety Code Section 120372.
2. Students who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction.
 - a. A student who has not received all of the required immunizations will not be eligible to attend classes at a NCSOTA resource center unless the student is otherwise exempt under #1 or #3.
3. Students who, prior to January 1, 2016, submitted a letter or affidavit on file at a private or public elementary or secondary school in California stating beliefs opposed to immunization, and who provides said letter or affidavit to the NCSOTA, shall be allowed to enroll at the NCSOTA without being fully immunized until the student enrolls in the next grade span, as defined below, pursuant to Health and Safety Code Section 120335(g).~~7).~~

"Grade span" means each of the following:

1. Birth to Preschool.



2. Kindergarten and grades 1 to 6, inclusive, including transitional kindergarten.
3. Grades 7 to 12, inclusive.

If there is good cause to believe that a child has been exposed to a disease listed in Health and Safety Code Section 120335(b) and the child's documentary proof of immunization status does not show proof of immunization against that disease, that child may be temporarily excluded from NCSOTA until the local health officer is satisfied that the child is no longer at risk of developing or transmitting the disease.

This Policy does not prohibit a ~~parent~~student who qualifies for an individualized education program ("IEP"), pursuant to federal law and Education Code Section 56026, from accessing any special education and related services required by ~~his or her individualized education program. the~~ student's IEP.

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HEAD LICE POLICY

The Governing Board recognizes that head lice infestations among students require treatment but do not pose a risk of transmitting disease. The School Director or designee shall encourage early detection and treatment in a manner that minimizes disruption to the educational program and reduces student absences.

The School Director or designee may distribute information to parents/guardians of preschool and elementary students regarding routine screening, symptoms, accurate diagnosis, and proper treatment of head lice infestations. The School Director or designee also may provide related information to school staff.

School employees shall report all suspected cases of head lice to the school nurse or designee as soon as possible.

If a student in grades Transitional Kindergarten through 8 is found with active, adult head lice, he/shethey shall be allowed to stay in school until the end of the school day. The parent/guardian of any such student shall be given information about the treatment of head lice and encouraged to begin treatment of the student immediately and to check all members of the family. The parent/guardian also shall be informed that the student shall be checked upon return to school the next day and allowed to remain in school if no active head lice are detected.

Upon the student's return to school, the school nurse or designee shall check the student for active head lice. If it is determined that the student remains infected with head lice, the school nurse or designee shall contact the student's parent/guardian to discuss treatment. As needed, he/shethey may provide additional resources and/or referral to the local health department, health care providers, or other agencies.

If a student is found consistently infested with head lice, he/shethey may be referred to a multidisciplinary team, which may consist of the school nurse, representatives from the local health department and social services, and other appropriate individuals, to determine the best approach for identifying and resolving problems contributing to the student's head lice infestations.

When it is determined that one or more students in a class or school are infested with head lice, the principal or designee may, at his/hertheir discretion, notify parents/guardians of students in that class or school and provide them with information about the detection and treatment of head lice.

Staff shall maintain the privacy of students identified as having head lice.

Legal Reference:

EDUCATION CODE

48320-48325 School attendance review boards

49451 Physical examinations: parent's refusal to consent

Management Resources:

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS



Guidelines on Head Lice Prevention and Control for School Districts and Child Care Facilities, rev. March 2012

A Parent's Guide to Head Lice, 2008

CALIFORNIA SCHOOL NURSES ORGANIZATION

Pediculosis Management, Position Statement, rev. 2011

WEB SITES

American Academy of Pediatrics: <http://www.aap.org>

California Department of Public Health: <http://www.cdph.ca.gov>

California School Nurses Organization: <http://www.csno.org>

*Centers for Disease Control and Prevention, Parasitic Disease Information, Head Lice:
<http://www.cdc.gov/parasites/lice/head>*



SCHOOL SPONSORED FIELD TRIPS & CULTURAL EXCURSIONS POLICY

The Governance Council of Nevada City School of the Arts (“NCSOTA” or the “Charter School”) recognizes and supports the concept of connecting our students with the broader community, both locally and globally, by providing field trips, cultural and art experiences, community service opportunities, and environmental education to fulfill NCSOTA’s mission and philosophy. These activities help to promote tolerance, understanding, and acceptance of others, and enrich the educational experiences of the students, as well as meet NCSOTA’s goal of creating passionate life-long learners.

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

Definition

- A *“field trip or cultural excursion is defined as”* involves students leaving Charter School grounds to participate in school sponsored educational opportunities in connection with NCSOTA’s course of study or school related social, educational, cultural, athletic, school band or other extracurricular or co-curricular activities.

Selection of Field Trips and Excursions

The teaching team will continue to research and provide enriching learning opportunities to share with their students both within the classroom and out in the broader community. The School Director shall have the authority to approve all in-state day ~~—and (non-overnight)~~ field trips and excursions. ~~Requests for out of state—~~ ~~or,~~ out of country ~~—or overnight~~ travel shall be brought before the Governance Council for approval. The School Director will initially receive all such requests and make a recommendation to the Board of Directors as to whether the request should be approved.

The School Director will ensure that the following items will be adhered to for all Charter School field trips and excursions:

1. The proposed field trip or cultural excursion relates to NCSOTA’s educational objectives
2. The correct ratio of adult to students is met for supervision of the activity
- ~~3. A means of transportation to and from the activity is provided~~
- ~~3-4.~~ Adequate restroom facilities, food and water will be available during the activity

The School Director shall not approve any activity that he/she considers to be inherently dangerous to students.

Permission Slips



Before a student can participate in a school-sponsored trip, the teacher shall obtain parent/guardian permission for the trip. Whenever a trip involves water activities, the parent/guardian shall provide specific permission for ~~their~~~~his/her~~~~their~~ child to participate in the water activities. NCSOTA shall provide an alternative educational experiences for ~~the~~ students whose ~~parent~~~~parents~~/guardians do not wish them to participate in ~~the~~ trip.

All persons making the field trip or excursion shall be deemed to have waived all claims against NCSOTA or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking ~~—overnight-out of state~~ field trips or excursions and all parents/guardians of students taking out-of-state field trips or excursions shall sign a statement waiving such claims.

Items that will be included on the permission slip are:

1. An emergency phone number for the student
2. Any medications the student is required to take with the time and dosage required
3. Any medications the student is allergic to
4. Any other medical information necessary to ensure the student's safety
5. Waiver as described above

A copy of a completed and signed permission slip will be kept on NCSOTA site and one copy will be given to the teacher or teachers to take on the field trip or excursion.

Voluntary Participation

NCSOTA will provide alternative educational activities to those students who choose not to attend a specific field trip or excursion. Parents/guardians will have advance notice of any upcoming field trip or excursion and have the option to withdraw their permission for their child to attend that field trip or excursion.

Disciplinary Rules

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

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

Defraving Expenses of Field Trips and Excursions

NCSOTA may charge a fee for field trips and excursions pursuant ~~to~~ [Education Code](#) section 35330 ~~of the Education Code.~~ However, NCSOTA will endeavor to keep the costs of any field trips



affordable for all students' families. In no event will a student be prevented from participating in the field trip or excursion due to lack of sufficient funds. ~~NCSOTA provides scholarships for any student who is not able to attend due to finances.~~ In accordance with Education Code section 35330(b), the Charter School will coordinate the efforts of community service groups to supply funds for students in need.

Supervision of Field Trips and Excursions

The teacher who coordinated the field trip will be present to supervise the field trip or excursion, except in unusual circumstances when a replacement teacher is assigned because of an unexpected unavailability. The School Director will be designated as the emergency contact for the group on the field trip or excursion. Any injuries or unusual incidents occurring during the field trip or excursion will be documented in writing by the coordinating teacher and given to NCSOTA's School Director.

The School Director shall ensure that the field trips and excursions have an adequate number of adults attending to safely supervise the student attending the field trip or excursion.

A first aid kit shall be in the possession of or immediately available to a teacher, employee, or agent of the school during the student field trip or excursion. Whenever trips are conducted in areas known to be infested with poisonous snakes, the first aid kit taken on the trip shall contain medically accepted snakebite remedies. In addition, a teacher, employee, or agent of the school who has completed a first aid course which is certified by the American Red Cross and which emphasizes the treatment of snakebites shall participate in the trip.

Charter School employees or volunteers shall not consume alcohol or use controlled substances (except for medications taken under a physician's orders) while accompanying and supervising students on a field trip or excursion.

Accident Insurance

NCSOTA provides student accident insurance which covers medical expenses arising from student injuries on campus or while participating in a Charter School-sponsored off campus activity. The family's health insurance is primary, but if there is no health insurance, NCSOTA's Student Accident Insurance becomes primary. Information and applications for student accident insurance are available from the Business Office. The cost incurred by NCSOTA shall be covered by the pupil or his or her parent or guardian.

Parent or Guardian Participation in Field Trips and Excursions

As field trips and excursions are an integral part of NCSOTA learning experience, parents are encouraged to participate in an assisting role with students. The School Director or the coordinating teacher will provide parents and guardians with specific supervisory guidelines prior to any Charter School group trip involving students. Topics to be included are safety regulations, emergency responses, and responsibilities of the parent volunteers and language or behavior requirements of all attendees.



A participating parent or guardian will be assigned to a specific group of students to supervise and will be responsible for these students at all times during the field trip or excursion. Under no circumstances will a parent or guardian consume alcohol or use controlled substances (except for medications taken under a physician's orders) during a field trip or excursion. The parent or guardian will notify the coordinating teacher, in advance of the field trip or excursion, should he/she be under a physician's orders and using medications.

All adults taking ~~overnight~~ out-of-state field trips or excursions, and all parents or guardians of pupils taking ~~overnight~~ out-of-state field trips or excursions are required to sign a statement waiving all claims against NCSOTA, its employees, and the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion.

Transportation

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

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

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

1. Proof of liability insurance for their vehicle with a minimum of \$100K/\$300K coverage.
2. A copy of their Driver's License and Vehicle Registration.
3. A written statement acknowledging that their insurance carrier is the primary agent responsible for insurance during the field trip or excursion.
4. A criminal background check conducted by the California Department of Justice ("DOJ"). Employees or volunteers whose DOJ report reveals a Driving Under the Influence conviction shall not be permitted to transport students or operate any vehicle on Charter School business for ten (10) years from the date of the conviction. Any employee or volunteer convicted of a felony shall not be permitted to transport Charter School students on Charter School business.
- 3-5. A Department of Motor Vehicles record. Employees or volunteers with driving records with two (2) points or more shall not be permitted to transport students or operate any vehicle for Charter School field trips and excursions.

Each of these items will be provided to the School Director or coordinating teacher prior to driving on a field trip or excursion.



Under no circumstances shall students transport other students.

For the volunteer's safety and that of all the students in his/her car, the following rules apply:

1. All Charter School rules apply to students in the volunteer's car. Volunteer drivers are free to appropriately manage student behavior as necessary to maintain safety.
2. All California driving laws must be followed including child restraint laws: no texting or distracted driving, hands-free phone use only.
3. No movies may be shown in vehicles.
- 3-4. No side trips allowed, including gasoline stops. Please be sure to have enough gas before leaving on the trip.
- 4-5. Maps and directions from the teacher should be reviewed prior to leaving.
- 5-6. No purchases for students should be made on the field trip including food or treats for students in the car.
- 6-7. Call NCSOTA office immediately if there is a problem.

Non-School-Sponsored Field Trips/Excursions

A non-school-sponsored field trip/excursion is defined as one that is organized and promoted by an outside organization whether or not it is of an educational value or is somehow connected to a particular course of study. This includes trips that are organized by organizations that may be affiliated with NCSOTA (i.e. parent organizations, cultural groups, etc.):

1. Students who miss school will receive an unexcused absence
2. Teachers are not responsible for creating school work ahead of time
3. Students must make up missed academic work
4. NCSOTA has no responsibility to provide travel.
5. Any employee of NCSOTA who attends a non-sponsored field trip/excursion does so voluntarily and is not acting as an employee of NCSOTA
6. If a non-sponsored field trip/excursion is promoted on Charter School property, all materials must clearly state that this is a non-sponsored school field trip/activity.
7. No insurance coverage will be provided by NCSOTA
8. NCSOTA assumes no legal or financial responsibility for non-sanctioned field trips.

PROFESSIONAL BOUNDARIES NOTICE

DISCIPLINARY PHYSICAL CONTACT WITH STUDENTS

It is the policy of Nevada City School of the Arts that no teacher or other staff member will use corporal punishment against a student. This prohibition includes spanking, slapping, pinching, hitting, tying, taping, or the use of any other physical force as retaliation or correction for inappropriate behavior.

STAFF-STUDENT INTERACTIONS

While the use of appropriate touching is part of daily life and is important for student development, teachers and other staff members must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that he or she not be touched, then that request must be honored without question.

Boundaries Defined

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

Acceptable and Unacceptable Behaviors

Some activities may seem innocent from a staff member's perspective but may be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or "grooming." Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. Violations could subject the teacher or staff member to discipline up to and including termination. Disagreeing with the wording or intent of these established boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

Unacceptable Behaviors

These lists (and any subsequent lists) are not meant to be all-inclusive, but rather, illustrative of the types of behavior we intend to address by this policy.

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the Principal or School Leader. It is recommended that any such gifts be filtered through the School Director along with the rationale therefor.
- Kissing of ANY kind
- Massage [Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-

Commented [CP1]: The School should only have one policy on professional boundaries. I would recommend rescinding this policy and utilizing only the professional boundaries policy from the Employee Handbook. Please be assured that this policy can be housed in the Employee Handbook alone (it does not also have to exist as a stand-alone Board policy), but it must be posted to the website and distributed to families annually as required by Education Code section 44050.



down. Permitted in special education only as instructed under an IEP or 504 plan.]

- Full frontal or rear hugs and lengthy embraces
- Sitting students on one's lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Furnishing alcohol, tobacco products, or drugs or failing to report knowledge of such
- "Dating" or "going out with" a student
- Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student for lunch
- Sharing a bed, mat, or sleeping bag with a student
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
- Listening to or telling stories that are sexually oriented
- Discussing your personal troubles or intimate issues with a student
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without the express, advance written permission of the School Director and from the student's parent or legal guardian
- Being alone in a room with a student at school with the door closed and/or windows blocked from view
- Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer
- "Dating" or "going out with" a student
- Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student for lunch
- Sharing a bed, mat, or sleeping bag with a student
- Staff mirroring the immature behavior of minors
- Sending emails, text messages, social media responses, making phone calls, or sending notes or letters to students if the content is not about school activities. Communication via private social media accounts is not acceptable.

Acceptable Behaviors



- Pats on the shoulder or back
- Handshakes
- “High-fives” and hand slapping
- Touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
- Placing TK through second grade students on one’s lap for purposes of comforting the child for a short duration only
- Holding hands while walking with small children or children with significant disabilities
- Assisting with toileting of small or disabled children in view of another staff member
- Touch required under an IEP or 504 Plan
- Reasonable restraint of a violent person to protect self, others, or property
- Obtaining formal written pre-approval from School Director to take students off school property for activities such as field trips or competitions, including parent’s written permission and waiver form for any sponsored after-school activity whether on or off campus
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via transparent [non-private] school-based technology and equipment)
- Keeping the door wide open when alone with a student
- Keeping reasonable and appropriate space between you and the student
- Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing
- Keeping parents informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your direct supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student’s fixation on an adult)
- Making detailed notes about an incident that in your best judgement could evolve into a more serious situation later
- Recognizing the responsibility to stop Unacceptable Behaviors of students and/or co-workers
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Prioritizing professional behavior during all moments of student contact
- *Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career.*

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of [Cardio-Pulmonary/Resuscitation \(CPR\)](#) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as



necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

Boundaries Reporting

When any staff member, parent, or student becomes aware of a staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a strong suspicion of misconduct, he or she must report the suspicion to the School Director promptly. Reasonable suspicion means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

Child Abuse / Sexual Abuse Reporting (Mandatory Reporting)

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or sexual abuse, or you reasonably suspect it, California Penal Code Section 11166 requires you to immediately report this information or suspicion directly to a child protective agency or the police. The report shall be made by phone as soon as possible and a subsequent written report must be sent within 36 hours of your knowledge or suspicion of the abuse. Internal reporting to the School Director occurs after the phone-in report. Failure to meet these obligations can result in a monetary fine and/or jail.

Investigating

The School Director will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior, using such support staff or outside assistance, as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible. The investigating administrator shall promptly notify the Governing Board in closed session of the existence and status of any investigations. Upon completion of any such investigations, the School Director shall report to the Governing Board any conclusions reached. The investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.



TEACHER CREDENTIALING EXCEPTIONS POLICY

In accordance with section 44258.3 of the California Education Code ("Ed Code"), a teacher may be assigned to teach a departmental class in grades K-8, irrespective of the designations on his or her teaching credential, provided that the following policy and procedures are followed as established by the Charter Governance Council.

Credentialing Exceptions Process For Assignment Under Education Code Section 44258.3

In the absence of an appropriate-related single-subject teaching credential or supplemental authorization, a teacher may be assigned to a departmentalized class only upon completion of the following procedures:

1. The School Director identifies a subject-matter assignment need at the school.
2. The School Director determines whether any existing staff have the appropriate credential and are interested in the assignment or whether EC 44258.3 should be used.
3. The School Director identifies a consenting teacher for possible assignment pursuant to EC 44258.3, or a teacher may request to fill the assignment.
4. The School Director collects information and documents from the teacher regarding the teacher's qualifications for the assignment and subject matter knowledge related thereto, including, but not limited to, resumes, school transcripts, professional development certificates, syllabi from completed courses, sample lesson plans, test scores, teaching evaluations, self-evaluations, and any other documentation evidencing subject matter knowledge.
- 3.5. The consenting teacher ~~is~~ must be made aware that any assignment made pursuant to this policy shall be valid only at the Nevada City School of the Arts and that the assignment is for one year and may be extended for additional time if the teacher and school consents.
6. A review panel consisting of the School Director and a credentialed teacher with subject matter knowledge (i.e., mentor teachers, curriculum specialists, resource teachers, classroom teachers certified to teach a subject, staff to a regional subject matter projects or curriculum instates, or college faculty), will conduct an assessment of the consenting teacher, prior to the beginning of the assignment, using form 503F Assessment of Adequacy of Subject-matter-Matter knowledge-Knowledge and present to the Charter Governance Council for approval. The assessment process must determine evidence of a teacher's knowledge of the subject matter to be taught, including demonstrated knowledge of the curriculum



framework for the subject to be taught and the specific content of the course of study of the subject, at the grade level(s) to be taught.

Competency Determination

The review panel shall set the specific criteria for verifying the adequacy of subject matter knowledge based on how competency is customarily determined in a given subject area. The teacher's knowledge will be assessed based on the state standards applicable to the subject area of the proposed assignment, and if there are none for the subject, other standards customarily referenced by teachers in that discipline as determined by the subject matter specialist(s) on the review panel.

One or more of the following criteria may be used in the review:

- a. Successful prior teaching experience of the subject
- b. Successful completion of intensive professional development in the subject to be taught
- c. Review of portfolio containing evidence of demonstrated knowledge
- d. Results of oral interviews
- e. Practical experience
- f. Passage of an examination that is valid for the subject and grade level
- g. Observation over time of the teacher by a subject matter specialist in the subject in the grade level currently being taught
- h. Observation of a demonstration lesson in the subject and at the grade level to be taught by a subject matter specialist
- i. Professional Growth Plan - The petitioning teacher and administrator have come to mutual agreement that a professional growth plan is necessary for the teacher to serve in the position
- j. Successful completion of college or university course work in the subject to be taught
- k. Successful prior work experience in the content area

The Assignment Review Panel makes a final disposition on whether to recommend that a teacher be assigned under Education Code Section 44258.3. If the panel's recommendation is in favor of the assignment, the School Director shall prepare the 503F Assessment of Adequacy of Subject-Matter Knowledge form and present it to the Charter Governance Council for approval of the assignment.

Documentation

In order to document the above procedures and criteria, the School Director shall complete the Assessment of Adequacy of Subject-Matter Knowledge form to this policy and place it in



the appropriate teacher's personnel file. The form shall be reviewed and approved by the Charter Governance Council at a regularly scheduled meeting, [as detailed above](#).

Changes to this Policy

This policy may only be amended by a majority vote of the Charter Governance Council.



ASSESSMENT OF ADEQUACY OF SUBJECT-MATTER KNOWLEDGE

This form is to be used in assessing the adequacy of subject-matter knowledge of the subject(s) a teacher is petitioning to teach in a departmentalized setting, in kindergarten or in any of grades 1 through 12, in accordance with EC §44258.3.

Teacher: _____

Subject(s) being requested: _____

Assessment Team Leader: _____

Assessment Team Members: _____

Subject-Matter Specialist on Team/Consulted: _____

The assessment of the teacher's adequacy of knowledge of the subject-matter and appropriate state framework for the subject(s) being requested yielded the following:

Course of Study: _____

State Curriculum Framework(s): _____

The following methods were used to determine the adequacy of subject-matter knowledge of the petitioning teacher:

- Successful prior teaching of the subject
- Successful completion of intensive professional development in the subject [to be taught](#)
- Review of a portfolio containing evidence of demonstrated knowledge
- Results of a semi-structured interview
- Successful completion of college or university course work in the subject
- Passage of an examination related to the course, grade level and state framework for the subject to be taught
- Observation of the teacher in the subject and grade level currently being taught [by a subject matter specialist](#)
- Observation of a demonstration lesson in the subject to be taught at the grade level to be taught

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- Successful prior work experience in the content area
- Proof of professional performance in the content area
- Other (specify) _____

Based upon the assessments indicated, we recommend the following action:

- APPROVAL** of the teacher based upon verification of adequate knowledge at a level justifying:
 - Clear verification
 - Approval with professional growth/support plan including the following elements:

- DISAPPROVAL** of the petition

The panel recommends that the following elements be included in the professional growth/
support plan: _____

Assessment Team Leader's Signature

Date

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TEACHER SUPPORT STRUCTURE

The Teacher Support Structure shall be divided into two (2) distinct categories:—

1. ~~one pertaining to P~~probationary teachers (less than three [3] years full-time teaching experience with NCSotA) or those with two (2) years of documented concerns;—~~and the other category shall pertain to~~
2. ~~E~~established teachers who have ~~taught full-time been~~ at the school three (3) or more years ~~full time teaching~~.

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Ongoing Support and Evaluation

- ❖ All teachers will receive ongoing support each year in the form of regular opportunities for collaboration within a team of teachers, team meetings and staff-development opportunities, peer evaluations, informal support from the Director, Assistant Principal, Instructional Coach, and office staff, as well as teacher professional development opportunities (when funding allows).
- ❖ **Development of goals:** Teachers are also ~~asked~~ **required** to **complete two (2) peer evaluations a year** and develop their own goals from these evaluations or as directed by the School Director. Teachers may wish to collaborate with their peers in this area, or simply use it for their own benefit. After being observed by their peers, the teacher will create goals based on what they feel their needs are. The Peer Observation Form; ~~should~~ **must** be **submitted turned in** to the School Director after the first peer eval (Sept 15th-Jan 15th) and again after the 2nd eval (Jan16th-May 15th). Teachers will meet with the ~~D~~irector at the beginning and the end of the year to review their progress toward their specific goals.

Commented [CP1]: I modified some of this language to create enforceable standards. I would also consider having some level of School (Director) review and approval on the teacher-developed goals. If the School/Director creates separate goals for the teacher, this isn't necessary but if these are the only goals being reviewed annually, I would want the School to be able to modify the goals as needed (e.g., if the teacher's goals were missing the mark, or if there was a need to make them more impactful/useful).

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Teachers are also asked to check in and seek support from other teaching staff as a whole through regular team meetings. Further, teachers are encouraged to seek formal or informal feedback from students and parents each school year. Finally, at the year-end meeting with the School Director and ~~Ass~~istant Principal, teachers have the opportunity to reflect and receive feedback that can guide growth.

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Established Teacher

An established teacher is one who has ~~successfully~~ completed teaching for three (3) or more years at ~~NCSotA~~ Nevada City School of the Arts.

Identified Areas of Needed Growth

Areas of need are those that directly relate to the teacher's job performance or goals related to their performance as identified by the School Director.

Such needs shall be raised by the Director/Assistant Principal and shared directly with the teacher. The teacher shall be given ample opportunity and direct assistance and support to rectify the areas of need prior to any action being taken.

Structured Support Process



Performance Improvement Plan (PIP) – When the concern has been identified, a Performance Improvement Plan shall be created by the Director/Assistant Principal in collaboration with the teacher. This plan shall include:

- Strategies for addressing the concern;
- A clear timeline for goals to be achieved, subject to the School’s right to terminate the employment relationship as needed;
- Additional peer coaching above and beyond team meetings;
- Weekly progress meetings with the Director; and/or
- A final evaluation by the Director of progress made in addressing the concern at the end of the process.

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Direct Communication – At all times in the process the Director/Assistant Principal shall communicate –openly and directly with the teacher.

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Opportunity for Addressing Areas of Need

Absent extenuating circumstances, The support process for an established teacher shall not lead to non-renewal of employment for cause without at least being given one (1) year to improve after the initial concern was raised.

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Commented [CP3]: I add this language to give the School a little more flexibility here. I understand the desire to give a long runway for improvement but I imagine there may be times that the School won’t want to be locked into guaranteeing a full school year for the employee to demonstrate improvement prior to separation.

Employment Renewal or Non-Renewal

- Renewal of employment shall be based on success in meeting teacher goals and in fulfilling the job description.
- Any teacher may be terminated via the At-Will Contract for any violation of the Employee Handbook. Violation of the Employee Handbook is not covered under Structured Support.
- Should the same concerns arise after the structured support process has concluded, the teacher will not be placed in another formal Structured Support Process, and non-renewal will be considered.

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Probationary Teachers

Probationary Teachers are those who have had less than three (3) full-time years of successful teaching at NCSot Nevada City School of the Arts. Any teacher who has been through the Structured Support Process reverts to probationary status for three (3) years. NCSotA is an At-Will employer and can choose to release any probationary teacher from their contract, with or without cause, at any time.

Employment Agreement Renewal

A probationary teacher’s contract will only be renewed if the Director/Assistant Principal determines that the teacher’s overall performance is satisfactory.



GENERAL COMPLAINTS POLICY

Nevada City School of the Arts (“NCSOTA” or “Charter School”) has adopted this General Complaints Policy to address concerns about the Charter School generally and/or regarding specific NCSOTA employees. For complaints regarding ~~harassment,unlawful~~ discrimination, ~~harassment, intimidation or bullying,~~ unlawful ~~tuition~~pupil fees, or other specific perceived violations of state or federal laws, please refer to the Charter School’s ~~Title IX,~~ Harassment, Intimidation, Discrimination, and Bullying Policy ~~Anti-, Title IX Policy Prohibiting~~ Discrimination on the Basis of Sex, and/or the Charter School’s Uniform Complaint Policy and Procedures, as applicable. For all other complaints, this Policy, the General Complaint Form, and accompanying procedures will be appropriate. For any questions regarding the application of this Policy or the Charter School’s other policies, please contact the School Director at School Director@ncsota.org.

INTERNAL COMPLAINTS

(Complaints by Employees against Employees)

This ~~section of the~~ Policy ~~is for use~~shall be used when a ~~Charter School non-~~employee complainant raises a complaint or concern about ~~a co-worker,~~ Charter School generally or a Charter School employee.

If reasonably ~~possible, internal feasible, third-party~~ complaints ~~should~~shall be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the ~~immediate supervisor,~~ Charter School employee directly. However, in the event an informal resolution ~~may not~~cannot be achieved or is not appropriate, the following steps will be followed:

1. ~~The complainant will bring the matter to the attention of the School Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate. The complainant will reduce his or her begins the process by filing a written complaint to writing by completing the using a General Complaint Form, (sample below, indicating all known and relevant facts. The School Director (or designee) will then investigate the facts and provide a solution or explanation; or~~
2. ~~If the complaint is about the School Director, the complainant may file his or her complaint using the General Complaint Form, below, to the HR Manager or the board Chair of the Charter Governance Council (“Board”). The HR Manager will confer with the Board Chair or the Chair will then confer directly with the Board. They may conduct a fact finding investigation or authorize a third party investigator on behalf of the Board. The Chair or investigator will report his or her findings to the Board for review and action, if necessary.~~

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

POLICY FOR COMPLAINTS GENERALLY

(General Complaints by Third Parties against the Charter School or Charter School Employees)



~~This section of the Policy is for use when either a complaint does not fall under other complaint procedures or a third party (non-employee) raises a complaint or concern about NCSOTA generally or a Charter School employee.~~

~~If reasonably possible, third party complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the Charter School employee directly. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed:~~

~~Complainants may file a written complaint using the General Complaint Form, below.)~~

1. NCSOTA encourages informal resolution of issues whenever possible or practicable. If a complainant has a grievance concerning their child's classroom or another classroom student, they are encouraged to first contact the teacher to arrange a meeting at a mutually convenient time. Contact them by email, by leaving a voicemail message, or by sending a note with your child. Please do not show up unannounced and expect the teacher to have the time to meet with you.
- ~~2.~~ If the issue remains unresolved, the complainant can begin the formal complaint process by filing a written complaint using a General Complaint Form (sample below) with the office of the School Director as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint;
- ~~2.~~ 3. The School Director (or designee) shall use his or her their best efforts to ascertain the facts relating to the complaint. Where When applicable, the School Director (or designee) shall talk confer with the parties identified in the complaint or persons with knowledge of the particulars of the complaint to ascertain said facts; and
- ~~3.~~ 4. In the event that the School Director (or designee) finds that a complaint is valid, the School Director (or designee) may shall take appropriate action to resolve the problem. Where concern. In the event the complaint is against an employee of NCSOTA, the School Director (or designee) may take disciplinary action against the employee. As appropriate, the School Director (or designee) may also simply counsel/ or reprimand employees as to their conduct without initiating formal disciplinary measures. The School Director's (or designee's) decision relating to the complaint shall be final.
- ~~5.~~ If the complaint is about the School Director, the complainant may file his or her their complaint in by using thea General Complaint Form, (sample below,) and sending it to the President of the Board Governance Council, who will then confer with the Board and may conduct a fact-finding investigation or authorize a third-party investigator on behalf of the Board Charter School. The President or investigator will report his or her the findings to the Board Council, in closed session for review and further action, if deemed necessary by.
- ~~4.~~ 6. The President of the Board Council shall draft a written response to the complainant indicating that the Board matter has been investigated and sufficiently addressed. If appropriate, the response may include general details about the manner of the resolution, but at all times employee

Commented [MB1]: Language from the NCSOTA "Communication Pathways" policy.



and student privacy rights shall be maintained. No response may include any details about adverse action taken against a student or employee.

GENERAL ~~REQUIREMENTS~~ ASSURANCES

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



GENERAL COMPLAINT FORM

~~Your~~ Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) ~~you have~~ at this complaint ~~against~~: _____ is about (if known and applicable):

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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



NEVADA CITY
SCHOOL OF THE ARTS

Board Policy #: 604F[INSERT]
Adopted/Ratified: 02/27/2020[INSERT]
Revision Date: 04/30/2020[INSERT]

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

Signature of Complainant _____

~~Date:~~ _____

Print Name _____

To be completed by ~~NGSOTA~~Charter School:

Received by: _____

~~Print Name~~ _____

Date _____

~~Date:~~ _____

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Nevada City School of the Arts



ACCOUNTING POLICIES AND PROCEDURES



Table of Contents

I. Introduction	3
II. Division of Responsibilities	4
Board of Directors.....	4
School Director.....	4
Business Manager	4
Accountant.....	5
Accounting Technician	5
III. Chart of Accounts and General Ledger	6
IV. Cash Receipts.....	7
V. Inter-Account Bank Transfers.....	8
VI. Cash Disbursements & Expense Allocations.....	9
VII. Credit Card Policy and Charges.....	12
VIII. Accruals.....	13
IX. Bank Account Reconciliations.....	14
X. Petty Cash Fund	15
XI. Property and Equipment.....	16
XII. Personnel Records	17
XIII. Payroll Processing	18
XIV. End of Month and Fiscal Year-End Close	19
XV. Financial Reports	20
XVI. Fiscal Policy Statements	21



I. Introduction

The purpose of this manual is to describe all accounting policies and procedures currently in use at Nevada City School of the Arts and to ensure that the financial statements conform to generally accepted accounting principles; assets are safeguarded; guidelines of grantors and donors are complied with; and finances are managed with accuracy, efficiency, and transparency.

All Nevada City School of the Arts' staff with a role in the management of fiscal and accounting operations are expected to comply with the policies and procedures in this manual.

These policies will be reviewed annually and revised as needed by the staff and approved by the School Director, Business Manager and Treasurer of the Board of Directors.



II. Division of Responsibilities

The following is a list of personnel who have fiscal and accounting responsibilities:

Board of Directors

1. Reviews and approves the annual budget and budget revisions
2. Reviews annual and periodic financial statements and information, including School Director's monitoring reports
3. Reviews School Director's performance annually and establishes the salary
4. School Director, Assistant Principal and the Business Manager will be appointed by the board to be authorized signers on the bank accounts
5. Reviews and approves all service contracts, equal to and over **\$50,000**
6. Reviews and advises School Director on reporting of Executive Limitations Policies
7. Determines whether the organization should have an audit and approves a contract with proposed auditor suggested by School Director and Business Manager

School Director

1. Reviews and approves all financial reports including cash flow projections and updates
2. Sees that an appropriate budget is developed annually
3. Reviews and advises staff on internal controls and accounting policies and procedures
4. Reviews and signs all issued checks equal to and over **\$1,000** and/or approves check signing procedures
5. Reviews and approves all service contracts up to **\$50,000**, but not over.
6. Reviews and approves all non-budgeted expenditures
7. Reviews and approves all grant submissions
8. Reviews all bank statement and bank reconciliations approved by Business Manager
9. Is on-site signatory for all bank accounts
10. Oversees the adherence to all internal controls

Business Manager

1. Approves all program expenditures within budgeted amounts
2. Reviews and monitors program budgets
3. Approves payroll processing and is responsible for all personnel files
4. Reviews and recommends all Personnel Policy revisions, as suggested by attorney
5. Approves and reviews cash flow and bank balances
6. Reviews and approves all reimbursements, purchase requisitions and fund requests within budget



7. Processes all inter-account bank transfers
8. Assists School Director with the development of annual and program budgets
9. Approves all incoming and outgoing invoices
10. Reviews all petty cash funds provided by Accountant
11. Monitors and manages all expenses to ensure most effective use of assets
12. Monitors grant reporting and appropriate release of temporarily restricted funds
13. Oversees all revenue and expense allocations
14. Monitors and makes recommendations for asset retirement and replacement
15. Reviews, revises, and maintains internal accounting controls and procedures
16. Reviews all financial reports

Accountant

1. Overall responsibility for data entry into accounting system and integrity of accounting system data
2. Reviews invoices and prints checks for signature
3. Maintains general ledger and account reconciliations, including employee benefits, as needed
4. Prepares monthly and year-end financial reports for Business Managers approval
5. Reconciles all bank accounts
6. Reviews Field Studies Budgets with Accounting Technician
7. Reviews and monitors all expense & revenue coding for accuracy
8. Audits Bi-monthly payroll input by Payroll Technician
9. Prepares and processes payroll journal entry into QuickBooks and STRS reporting to NCSoS
10. Manages and oversees all personnel health benefits

Accounting Technician

1. Processes invoices, inputs expenses into accounting software and prepares checks for signature
2. Reviews budget for accurate expense account coding per most recent approved budget
3. Mails vendor checks
4. Manages Purchasing and receiving
5. Receives and opens all incoming accounting department mail, excluding bank statements
6. Receives checks, cash, and credit card payments and inputs into accounting software for deposit
7. Manages Accounts Receivable and sends out monthly statements to customers (donors)
8. Processes monthly timesheets for first review before payroll entry
9. Assists Business Manager with leases



III. Chart of Accounts and General Ledger

Nevada City School of the Arts has designated a Chart of Accounts specific to its operational needs and the needs of its financial statements. The Chart of Accounts is structured so that financial statements can be shown by natural classification (expense type) as well as by functional classification (program vs. fundraising vs. administration). Account #'s ~~are~~is representative of object codes relating to SACS (Standardized Account Code Structure for government accounting). Class #'s ~~are~~is representative of resource codes for tracking of restricted and unrestricted funds. Department #'s ~~are~~is representative of the function/goal codes for tracking of program administration. The ~~Accountant~~accountant is responsible for maintaining the Chart of Accounts and revising as necessary with the approval of the Business Manager. The Chart of Accounts is attached to this manual as an addendum.

The general ledger is automated and maintained using our accounting software. All input and balancing ~~is~~are the responsibility of the ~~Accountant~~accountant with final approval by the Business Manager.

The Business Manager should review the general ledger on a periodic basis for any unusual transactions.



IV. Cash Receipts

Cash receipts generally arise from:

1. Apportionments and Grants, including State and Federal Funding
2. In-Lieu property taxes from local basic-aid school districts
3. Direct donor contributions
4. Fundraising activities

The ~~principle~~principal steps in the cash receipts process are:

The Receptionist receives incoming mail and forwards it unopened to the Accounting Technician. The Accounting Technician opens and distributes the mail. The Accounting Technician enters all checks into the accounting software and stamps all checks "for deposit only". The checks are kept in a locked safe until deposited.

Daily, the Accounting Technician receives all cash, checks and credit card payments, enters them into the accounting software and prepares a deposit slip. The ~~Accountant~~accountant reviews the deposit and takes it to the bank for deposit. A printed deposit slip is attached to the deposit. The deposits are put in a file with a printed deposit summary, any back up documentation and the deposit receipt from the bank.

All cash received will be counted, verified, and issued a receipt by the Receptionist(s) and/or Accounting Technician. The cash will immediately be posted using the appropriate allocation by the Accounting Technician. A receipt will be given to the paying party and a copy kept for internal purposes. The cash will be kept in a locked, secure location and deposited within 24 business hours.



V. Inter-Account Bank Transfers

Twice monthly the Business Manager will transfer the payroll funds from the General Checking Account to the Payroll Account. The amount is determined by the Payroll Journal Entry prepared by the ~~Accountant~~accountant.

Once quarterly the ~~Accountant~~accountant will process ACH payments through the state payroll taxes (SUI & SDI) EDD (Employment Development Department) website. This is completed through an ACH transfer set up securely on the EDD website.

Business Manager will transfer funds to and from Raven Springs and NCSA general checking accounts for bill payments or revenue pass through.



VI. Cash Disbursements & Expense Allocations

Cash disbursements are generally made for:

1. Payments to vendors for supplies and services
2. Taxes/license fees
3. Staff training and development
4. Memberships and subscriptions
5. Meeting expenses
6. Employee reimbursements
7. Marketing/promotional materials
8. Program supplies and services

Checks are processed weekly. Invoices submitted to the Accounting Technician by Monday will be processed and paid by Friday of the same week. Checks can be prepared manually within one day, but this should be limited to emergency situations.

Requests for cash disbursements are submitted to Accounting in three ways:

1. Original invoice
2. Purchase request (submitted on approved form)
3. Employee reimbursement request
4. Credit card purchases with receipts provided by authorized credit card holder

All invoices must have an account code written on them and approved by the requestor prior to being submitted to accounting.

Every employee reimbursement or purchase request must be documented on the approved form with travel authorization, receipts, nature of business, and program allocation before approving for reimbursement as follows:

Lodging - Lodging arrangements should be preapproved by the Business Manager. If an employee is accompanied by a non-employee, such as a family member or a friend, and incurs additional costs as a result, those additional costs are the employee's responsibility. An itemized receipt must be provided from the hotel detailing all charges, the person(s) for whom the lodging was provided, and the specific business purpose.

Meals and Entertainment – Employees traveling on approved NCSA business will receive a per diem meal allowance. This allowance should only be issued if travel requires an overnight stay. To qualify for a per diem meal cost, the following leave and return time limits apply:



If travel begins before 7:00 am and ends after 9:00 am - Breakfast Maximum of \$20.00

If travel begins before 7:00 am and ends after 2:00 pm - Breakfast and Lunch Maximum of \$45.00

If travel begins before 11:00 am and ends after 2:00 pm - Lunch Maximum of \$25.00

If travel begins before 11:00 am and ends after 7:00 pm - Lunch and Dinner Maximum of \$55.00

If travel begins before 5:00 pm and ends after 7:00 pm - Dinner Maximum of \$30.00

If travel begins before 7:00 am and ends after 7:00 pm - Breakfast, Lunch and Dinner Maximum of \$75.00

An itemized receipt must be provided showing the cost of food, beverage, and gratuities, including the names of every person for whom food or beverage was provided, and the specific business purpose.

Other Expenditures – an invoice or receipt and/or packing slip from the vendor detailing all supplies or services purchased (including the class/department for supplies or services) and the specific business purpose.

The Accounting Technician processes all payments and:

1. Verifies expenditure and amount
2. Verifies appropriate allocation information
3. Verifies that there is room in the budget, if over budget sends to Business Manager and School Director for approval
4. Enters them into the Accounts Payable module
5. Prepares weekly Accounts Payable report
6. Submits payables, with attached backup documentation, to the Accountant for review
7. Mails check and appropriate backup documentation
8. Files all backup documentation with paystub attached in the appropriate file

The Accountant reviews all payments and:

1. Verifies account codes are correct
2. Verifies amounts are within budget
3. Verifies bank balances and prepares a weekly Accounts Payable Cash Flow Summary
4. Submits payables with all backup documentation to the Business Manager



5. Prints checks approved by the Business Manager
6. Submits checks, with attached backup documentation, to the Business Manager for signature. All checks equal to and in excess of **\$1,000** require a second signature from the School Director or an authorized staff member (Arts Director)

The Business Manager approves all payments and:

1. Reviews account coding
2. Reviews if in budget, if not submits payable to the School Director for approval
3. Approves weekly Accounts Payable Cash Flow Summary
4. Signs checks



VII. Credit Card Policy and Charges

All staff members who are authorized to carry an organization credit card will be held personally responsible in the event that any charge is deemed personal or unauthorized. Unauthorized use of the credit card includes: personal expenditures of any kind; expenditures which have not been properly authorized; meals, entertainment, gifts, or other expenditures which are prohibited by budgets, laws, and regulations, and the entities from which Nevada City School of the Arts receives funds.

The receipts for all credit card charges will be given to the Accounting Technician within two (2) weeks of the purchase along with proper documentation. The Accounting Technician will verify all credit card charges with the monthly statements. All charges will be entered into the ~~accounts~~account's payable module by the Accounting Technician with applicable allocation information for posting. A copy of all charges will be attached to the monthly credit card statement when submitted to the Business Manager and authorized card holder for approval and signing.

All credit card usage will be provided to the School Director for review and approval.



VIII. Accruals

To ensure a timely close of the General Ledger, Nevada City School of the Arts may book accrual entries. Some accruals will be made as recurring entries.

Accruals to consider:

1. Monthly interest earned on checking accounts, certificates of deposits, apportionments and allocations from state & federal funding not received by end of year, etc.
2. Recurring expenses, including employee vacation accrual, prepaid corporate insurance, depreciation, health benefits, etc.



IX. Bank Account Reconciliations

1. All bank statements are given unopened to the ~~Accountant~~accountant. The ~~Accountant~~accountant reviews the statements for unusual balances and/or transactions and for timely reconciliation completes: a comparison of dates and amounts of deposits as shown in the accounting system and on the statement, a comparison of inter-account transfers, an investigation of any rejected items, a comparison of cleared checks with the accounting record including amount, payee, and sequential check numbers.
2. The ~~Accountant~~accountant will verify that voided checks, if returned, are appropriately defaced and filed.
3. The ~~Accountant~~accountant will investigate, void and reissue any checks that are outstanding over six months.
4. The ~~Accountant~~accountant will attach the completed bank reconciliation to the applicable bank statement, along with all documentation.
5. The reconciliation report will be reviewed, approved, dated, and initialed by the Business Manager.



X. Petty Cash Fund

Petty cash funds are maintained by the organization. The funds are to be used for miscellaneous or unexpected purchases and the same approval procedures apply as mentioned in the cash disbursement section.

1. The petty cash fund will not exceed \$100 for receptionist(s) and \$750 for the Aftercare Program and is kept in a locked file cabinet.
2. The ~~Accountant~~accountant oversees the petty cash fund.
3. All disbursements made from petty cash are acknowledged in writing by the receiving party.
4. Once a month a petty cash reconciliation report is submitted to the Accounting Technician. The Accounting Technician verifies all receipts and cash balance. All receipts are processed through payables to replenish the petty cash.
5. No checks will be cashed by the petty cash fund.



XI. Property and Equipment

Property and equipment ~~includes~~include items such as:

1. Office furniture and equipment
2. Computer hardware
3. Computer software
4. Building & Land improvements

It is the organization's policy to capitalize all items which have a unit cost equal to or greater than three thousand dollars (\$3,000). Items purchased with a value or cost less than three thousand dollars (\$3,000) will be expensed in the period purchased.

The depreciation period for capitalized assets is as follows:

Computer Hardware	3 years
Computer Software	3 years
Office Equipment	5 years
Office Furniture	5 years
Building Improvements	10 years
Land Improvements	10 years

1. A Fixed Asset Log is maintained by the Accountant and Business Manager including date of purchase, asset description, purchase/donation information, cost/fair market value, donor/funding source, identification number, life of asset.
2. The Log will be reviewed by the Business Manager.
3. Annually, a physical inspection and inventory will be taken of all fixed assets and reconciled to the general ledger balances.
4. The Business Manager shall be informed in writing of any change in status or condition of any property or equipment.
5. Depreciation is recorded at least annually. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets. Any impaired assets discovered during the inventory will be written down to their actual value.



XII. Personnel Records

1. All personnel files contain the following documents: an application and/or resume, date of employment, position and pay rate, authorization of payroll deductions, W-4 withholding authorization, and termination data where applicable, a signed confidentiality agreement, a signed acknowledgement of receipt of Personnel Policies, an emergency contact form, and other forms as deemed appropriate by the Business Manager.
2. All employees will fill out an I-9 form and submit the allowable forms of identification to the Payroll Technician.
3. The completed I-9 forms will be kept in a secure location separate from the personnel files and stored electronically in the payroll portal.
4. All personnel files are to be kept in a secure, locked file cabinet and accessed only by authorized personnel.



XIII. Payroll Processing

1. Timesheets are to be provided to all staff on the approved form and submitted bi-monthly via clipboards to each building's staff room, or agreed general location available to the employee.
2. Timesheets are to be kept on a daily basis and completed in ink – unless prepared electronically.
3. Any corrections to timesheets are to be made by making a single line through the error and writing in the correction. Correction fluid and/or tape are not allowable.
4. Timesheets are to be signed and dated by the employee by the date due for submission to the Accounting Technician.
5. Any changes to the standing information of the payroll register from the prior period including addition of new employees, deletion of employees, or changes in base pay rate must be accompanied by an Employee Change Form and signed by the supervisor or employee before the change can be made.
6. The Payroll Technician will input payroll in a timely manner and record sick time and any other information deemed necessary to properly reflect time worked or sick time taken.
7. The Payroll Technician will review timesheets and payroll entries then submit them to the ~~Accountant~~accountant for auditing before processing payroll.
8. Paychecks will be direct deposited, mailed or distributed by the Payroll or Accounting Technician on the paycheck date.
9. If the employee requests that their check be turned over to a third party, the request must be made in writing prior to distribution.
10. Employees may choose direct deposit to a designated bank account. Their paycheck is deposited directly into the designated account on the payroll date. The employee will receive a verification stub.
11. The ~~Accountant~~accountant will prepare all data ~~sheets,sheets~~; The Business Manager will review and the School Director will approve all data sheets. The Payroll Technician will enter all new or changed data sheets into payroll.
12. The Business Manager will review payroll expenditures and allocations monthly or at budget revision cycles.
13. All quarterly federal and state payroll reports will be prepared and filed appropriately by the ~~Accountant~~accountant and audited by the Business Manager.
14. All W-2 statements are issued to employees prior to January 31st of the following year for the prior calendar year through Coastal Payroll software.



XIV. End of Month and Fiscal Year-End Close

1. The Business Manager will review and sign off on all month- and year-end journal entries. They will be printed and filed for audit trail purposes.
2. At the end of each month and fiscal year end, the Business Manager will review all balance sheet accounts including verification of the following balances: cash accounts match the bank reconciliations, fixed assets accounts reflect all purchases, write-downs and retirements, accounts receivable and payable accounts match outstanding amounts due and owed.
3. The income and expense accounts review will include reconciliation to amounts received and expended and verification that payroll expenses match the payroll reports including federal and state payroll tax filings.
4. Once the final monthly and fiscal year-end financial statements are run, reviewed, and approved by the Business Manager and School Director, no more entries or adjustments will be made into that month or year's ledgers.
5. At the end of the fiscal year, an outside CPA will prepare the annual Return for Organization Exempt from Income Tax (IRS Form 990). The return will be presented to the School Director, Business Manager, and the CGC Board for their review and approval. The CPA will then file the return with the Internal Revenue Service by the annual deadline.
6. All other appropriate government filings including those required by the state tax board and attorney general's office will be completed and filed with the appropriate agency.



XV. Financial Reports

The ~~Accountant~~accountant will prepare the monthly and annual financial reports for distribution to the Business Manager. The reports will include: balance sheet, statement of income and expenses, budget versus actual report for each program which has an established budget, a budget versus actual report for the organization, accounts receivable aging, accounts payable register and aging, cash flow projection, expenditure report and any other requested reports.

Periodic and annual financial reports will be submitted to the Board of Directors for review and approval.



XVI. Fiscal Policy Statements

1. All cash accounts (except petty cash) owned by Nevada City School of the Arts will be held in financial institutions which are insured by the FDIC. No bank account will carry a balance over the FDIC insured amount.
2. All capital expenditures which are up to and exceed **three thousand dollars (\$3,000)** will be capitalized.
3. Employee or public personal checks will not be cashed through the petty cash fund.
4. No salary advances will be made under without prior approval from the School Director.
5. No travel cash advances will be made except under special conditions and pre-approved by the School Director.
6. Reimbursements will be paid upon complete expense reporting and approval using the official Nevada City School of the Arts purchase requisition form. Reimbursements to the School Director will be authorized by the Business Manager.
7. Any donated item with a value exceeding **(\$50)** will be recorded and a letter acknowledging the donation will be sent to the donor within **two weeks** of the receipt of the donation.
8. The School Director, Business Manager and Assistant Principal are the signatories on Nevada City School of the Arts' bank accounts. Disbursements exceeding \$1,000 require a second signature by an authorized signer. Checks over **\$50,000** require approval from the Board of Directors if not already an approved budgeted expense.
9. Bank statements will be reconciled monthly. All bank statements and reconciliations will be given to the Business Manager for review.
10. Correction fluid and/or tape will never be used in preparing timesheets or any accounting documents.
11. Accounting and personnel records will be kept in locked file cabinets in the finance office and only parties with financial and/or HR responsibility will have access to the keys.
12. 4907-4442-7027, v. 2



RECORD RETENTION AND DISPOSAL POLICY

I. Purpose

The records of Nevada City School of the Arts (“Charter School”) are important to the efficient and effective operation of the Charter School. Charter School records include those produced and received by Charter School’s administrators, employees, volunteers, and board members, both in electronic and paper form, when acting in the course and scope of their roles at Charter School. Charter School records are those found on computers, email accounts, or other electronic storage devices owned or controlled by Charter School and may include Charter School records on personal devices and email accounts. Items that may seem unimportant, such as interoffice e-mails, desktop calendars, and printed memoranda are considered records under this Policy.

The purpose of this Policy is to ensure that necessary records of Charter School are adequately protected and maintained and that records no longer needed by Charter School or that are of no value are appropriately discarded at the proper time. This Policy should also aid administrators, employees, volunteers, and board members of Charter School (sometimes referred to herein as “you”) in understanding obligations in retaining electronic documents, including e-mail, web files, text files, sound and movie files, PDF, Word, or other native-formatted files. If you are ever uncertain as to any procedures set forth in this Policy (e.g., what records to retain or destroy, when to do so, or how), it is your responsibility to seek direction from the Administrator of this Policy (defined below).

II. Policy and Scope

This is Charter School’s formal policy (the “Policy”) regarding the retention and destruction of records, including electronic documents. This Policy applies to all records generated in the course of Charter School’s operation, including both original documents and reproductions. It also applies to electronic documents.

The goals of this Policy are to:

- Retain important documents for reference and future use;
- Delete or dispose of documents that are no longer necessary for the operation of Charter School charter schools;
- Organize important documents for efficient retrieval; and
- Ensure that Charter School’s administrators, employees, volunteers, and board members know what documents should be retained, the length of their retention, means of storage, and when / how they should be destroyed.



Federal and state laws require Charter School to maintain certain types of records for particular periods. Failure to maintain such records could subject Charter School to penalties and fines, obstruct justice, affect evidence, and/or seriously harm Charter School's position in tax or litigation matters. Thus, it is important that you understand and comply with this Policy and any future records retention or destruction policies and schedules. Notwithstanding anything contrary to this Policy, you should retain and seek direction from the Administrator concerning any records which you reasonably believe:

- (i) are or could be relevant to any future tax or litigation matter;
- (ii) arise from a dispute that could lead to litigation; or
- (iii) pertain to a lawsuit in which Charter School is a party. In such situations, Charter School must preserve records unless or until Charter School's legal counsel determines that the records are no longer needed.

"Records" discussed herein refers to all business records of Charter School (and is used interchangeably with "documents"), including written, printed, and recorded materials, as well as electronic records (i.e., e-mails and documents saved electronically). All records shall be retained for a period no longer than necessary for the proper conduct and functioning of Charter School. No business records shall be retained longer than seven (7) years, except those that: (i) have periods provided for herein; (ii) are in the Record Retention Schedule, found at **Appendix A**; or (iii) are specifically exempted by the Administrator.

III. Administration and Oversight

Attached as Appendix A is a Record Retention Schedule (the "Retention Schedule") that is approved as the initial maintenance, retention and disposal schedule for physical records of Charter School and the retention and disposal of electronic documents. The Retention Schedule lists several categories of records, as well as specific records that contain specific retention periods. The Superintendent of Charter School (the "Administrator") or her/his designee is the officer in charge of the administration of this Policy and the implementation of processes and procedures to ensure that the Retention Schedule is followed. The Administrator is also authorized to: (i) make modifications to the Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and includes the appropriate document and record categories for Charter School and the charter schools it operates; (ii) monitor local, state and federal laws affecting record retention; (iii) annually review the record retention and disposal program; and (iv) monitor compliance with this Policy.

To ensure compliance with this Policy, the Administrator is responsible for the following oversight functions:

- Implementing this Policy;
- Ensuring that administrators, employees, volunteers, and board members



- are properly informed, understand, and follow this Policy and the Retention Schedule;
- Providing oversight on actual retention and destruction/disposal of documents;
 - Ensuring proper storage of documents;
 - Periodically following-up with legal counsel to ensure proper retention periods are in place;
 - Suspending the destruction of documents upon actual or foreseeable litigation or governmental investigation; and
 - Keeping administrators, employees, volunteers, and board members apprised of changes in relation to this Policy or the Retention Schedule.

The Administrator shall periodically review this Policy and Retention Schedule, modify them accordingly, and inform and educate all Charter School administrators, employees, volunteers, and board members on any such changes. All document retention and/or destruction questions should be directly addressed to the Administrator.

IV. How Records are Stored

Tangible Records

Tangible records are those which you must physically move to store, such as paper records (including records printed versions of electronically saved documents), photographs, audio recordings, advertisements and promotional items. Active records that are retained as set forth in the Retention Schedule and need to be easily accessible may be stored in Charter School's administration space or equipment. Inactive tangible records that are retained as set forth in the Retention Schedule may be sent to an off-site storage facility.

Electronic Records

Electronic mail ("e-mail") that is required to be retained as set forth in the Retention Schedule should be either printed and stored as tangible records or stored electronically.

V. Destruction/Deletion of Records

Tangible Records

Tangible records that are not required to be retained as set forth in the Retention Schedule should be destroyed by shredding or some other means that will render them unreadable. If you have a record that you do not know how to destroy, such as a photograph, compact disk, or tape recording, ask the advice of the Administrator.



Electronic Records

E-mail records that you “delete” from a device typically remain in Charter School’s system. Thus, Charter School information technology (“IT”) staff or vendor will be responsible for permanently removing deleted emails from the computer system that are not required to be retained as set forth in the Retention Schedule. Permanently deleting a file is usually sufficient in most circumstances to dispose of a record. However, because electronic records can be stored in many locations, Charter School’s IT staff or vendor will be responsible for permanently removing deleted files from the entire system. Keep in mind, where duplicate records are involved, both/all copies should be destroyed/deleted, where proper.

Email that is considered SPAM or advertising and is not necessary to the discharge of an official duty may be immediately deleted.

VI. Suspension of Record Disposal in the Event of Litigation, Investigation, or Claims

In the event Charter School is served with a document subpoena, or an employee becomes aware of a governmental investigation or audit concerning Charter School or the commencement of any litigation against or concerning Charter School, such employee shall inform the Administrator and any further disposal of documents shall be suspended until such time as the Administrator, with the advice of legal counsel, determines otherwise (“Legal Hold”). A Legal Hold will always supersede any retention period noted in **Appendix A** below. The Administrator shall take such steps as is necessary to promptly inform all staff of any suspension in the further disposal of documents.



APPENDIX A - RECORD RETENTION SCHEDULE

The following types of records will be retained for the following periods of time. At least one copy of each record will be retained according to the following schedule:

A. CORPORATE RECORDS

Document	Time Period
Articles of Incorporation (<i>including all amendments</i>)	Permanent
Corporate Bylaws	Permanent
IRS Application for Tax Exempt Status (Form 1023)	Permanent
IRS Letter of Determination granting tax-exempt status	Permanent
State Application for Tax Exempt Status (Form 3500)	Permanent
State Determination Letter granting tax-exempt status	Permanent
Board Policies/Resolutions	Permanent
Board and Committee Meeting Minutes, including the text of a rule, regulation, policy or resolution not set forth verbatim in the minutes but included therein by reference.	Permanent
Sales Tax Exemption Documents	Permanent
Tax ID Number Designations	Permanent
Licenses and Permits	Permanent
Annual Reports	Permanent
School Employee Directories	Permanent
Employee Newsletters and Handbooks	Permanent
Yearbooks and Other School Publications	Permanent

B. FINANCIAL RECORDS

Document	Time Period
Chart of Accounts	Permanent
Fiscal Policies and Procedures	Permanent
Audits	Permanent
Financial Statements	Permanent
General Ledger	Permanent
Average Daily Attendance Reporting	Permanent
Official budgets for each fiscal year	Permanent
All detailed records related to land building and equipment.	Permanent
Real estate closing statements	Permanent
Average Daily Attendance Reports, including reports for the first and second interim reporting periods (P-1 and P-2)	Permanent
Financial report of all funds, including cafeteria and student body funds	Permanent
Records relating to loans, bonds, receivable sales, or any other liability.	Permanent



Document	Time Period
Check Registers/Books	7 years
Business Expenses Documents	7 years
Bank Statements and Bank Deposit Slips	7 years
Cancelled Checks	7 years
Invoices	7 years
Investment Records (deposit, earning, withdrawals)	7 years
Property and Asset inventories	7 years
Petty cash receipts /documents	7 years
Credit card receipts	7 years
Travel, Transportation, Entertainment and Gift Expenses (specific recordkeeping rules apply to these expenses. For more information, see IRS Publication 463).	3 years from the date you file an income tax return on which a deduction or item of income is claimed. If the nonprofit does not file a return, or a fraudulent return is filed, records must be kept indefinitely.

C. INSURANCE RECORDS

Document	Time Period
Property Insurance Policy	Permanent
Directors and Officers Insurance Policy	Permanent
Workers' Compensation Insurance Policy	Permanent
General Liability Insurance Policy	Permanent
Insurance Claims Applications	Permanent
Insurance Disbursements/Denials	Permanent

D. CONTRACTS

Document	Time Period
All Insurance Contracts	Permanent
Construction Contracts	Permanent
Loan/Mortgage and Real Estate Documents	Permanent
Leases/Deeds	Permanent
Vendor Contracts	7 years
Warranties	7 years

E. LEGAL RECORDS

Document	Time Period
Legal Correspondence	Permanent
Litigation Files	Permanent
Court Orders	Permanent



Trademark and Copyright Registrations	Permanent
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F. DONATIONS / FUNDRAISING RECORDS

Document	Time Period
Grant Dispersal Contract	Permanent
Donor Lists	7 years
Grant Applications	7 years
Donor Acknowledgments	7 years
All requested IRS/grantee correspondence including determination letters and “no change” in exempt status letters	7 years
All evidence of returned grant funds	7 years

G. MANAGEMENT PLANS AND PROCEDURES

Document	Time Period
Strategic Plan	7 years
Staffing, programs, marketing, finance, fundraising and evaluation plans	7 years
Disaster Recovery Plan	7 years

H. PERSONNEL RECORDS

General Principle: Pension documents and supporting employee data shall be kept in such a manner that can establish at all times whether or not any pension is payable to any person and if so, the amount of such pension.

Document	Time Period
Employment and Performance <ul style="list-style-type: none"> • Employment contacts/agreements • Training and testing • Performance goals • Performance evaluations • Written feedback and commendations • Promotions and demotions • Letters of reprimand and discipline • Performance Improvement Plans • Termination, resignation, lay-offs, etc. 	Permanent
Recruitment, Hiring and Job Placement Records <ul style="list-style-type: none"> • Job applications • Job descriptions • Resumes • Letters of recommendation • Job advertisements/postings 	4 years after separation, or for the duration of any claim or litigation



Document	Time Period
<ul style="list-style-type: none"> • Results of non-medical pre-employment tests • Offers of employment • Signed pre-employment disclosures (employee handbook acknowledgment, complaint procedures, etc.) • Employee training (harassment prevention, mandated reporting, etc.) • Employee certificates, credentials, licenses, and other evidence of qualifications • Certificate of criminal background check clearance (or failure) 	
<p>Employee Medical Leave Records (PDL, FMLA, CFRA, etc.) *</p> <ul style="list-style-type: none"> • Requests for leave** • Health care provider notes • Leave calculations • Records of disputes regarding leave • Employee benefits related to leave • Leave policies 	<p>4 years after separation</p> <p>* Records that contain employee confidential medical information should be retained in a separate, secure file.</p> <p>**Sick leave record is permanent.</p>
<p>Employee Wage Records</p> <ul style="list-style-type: none"> • Wage rates and calculations • Shift schedules (hours and days) • Time cards • Individual calculations for absences, sick days, vacation days, etc. • Itemized wage statements/pay stubs 	<p>3 years after separation</p> <p>Note: If a record is both a <i>wage record</i> and a <i>payroll record</i>, follow the longer retention period.</p>
<p>Employee Payroll Records</p> <ul style="list-style-type: none"> • Employee name, address, age, and occupation • Individual wage records • Regularly hourly rate • Hours worked (daily/weekly) • Weekly overtime earnings • Daily and weekly straight time earnings • Deductions from or additions to wages • Wages paid each pay period • Pay dates and pay periods • Unemployment Insurance Records 	<p>Permanent</p>
<p>Employment Eligibility (I-9 Forms)</p>	<p>The later of (a) 1 year after separation, or (b) 3 years from date of hire.</p>
<p>Employee Health Records*</p> <ul style="list-style-type: none"> • First-aid records 	<p>5 years after separation</p>



Document	Time Period
<ul style="list-style-type: none"> • Job injuries (causing loss of work time) • Drug and alcohol test records 	<p>* Records that contain employee confidential medical information should be retained in a separate, secure file.</p>
<p>Employee Workers' Compensation Records</p> <ul style="list-style-type: none"> • Copies of claim forms • Reports of occupational injury or illness • Letters of denial of benefits • Reports to the Division of Workers' Compensation • Benefits paid • Estimates of future benefits • Applications to the Workers' Compensation Appeals Board • Orders and Awards of the Workers' Compensation Appeals Board 	<p>5 years after date of injury and 2 years after claim has been closed.</p> <p>* Records that contain employee confidential medical information should be retained in a separate, secure file.</p>
<p>Employee Benefit Records</p> <ul style="list-style-type: none"> • Benefits elections • Beneficiary designations • Eligibility determinations • COBRA notices • Summary plan descriptions • Other welfare benefit plan information (life, health, disability, long-term care, post-retirement medical) 	<p>6 years after separation, but not less than 1 year following a plan termination.</p> <p>* Records required to determine retirement benefits, including 401(k) and similar plans, must be kept indefinitely.</p>
<p>Chemical Safety and Toxic Exposure Records</p>	<p>30 years after separation (medical records of employees who have worked for less than (1) year for the employer need not be retained beyond the term of employment if they are provided to the employee upon the termination of employment)</p>

I. TAX RECORDS

General Principle: Charter School must keep books of account or records as are sufficient to establish amount of gross income, deductions, credits, or other matters required to be shown in any tax return or audit.

These documents and records shall be kept for as long as the contents thereof may become material in the administration of federal, state, and local income, franchise, sales and property tax laws.



Document	Time Period
IRS Annual Tax Filing Form 990	Permanent
FTB Annual Form 199	Permanent
Payroll Registers	Permanent
IRS Form 1099 Filings	Permanent
Payroll tax returns and withholding returns	Permanent
Earnings records	Permanent
W-2 statements	Permanent

J. STUDENT RECORDS

Document	Time Period
Mandatory Permanent (Original or copy)	Permanent (even after student leaves the charter school)
(A) Legal name of student	
(B) Date of Birth	
(C) Method of verification of birth	
(D) Sex of student	
(E) Place of birth	
(F) Name and address of parent of minor student	
- Address of minor student if different than above.	
- An annual verification of the name and address of the parent and the residence of the student.	
(G) Entering and leaving date of each school year and for any summer session or other extra session	
(H) Subjects taken during each year, half-year, summer session or quarter	
(I) If marks or credit are given, the mark or number of credits toward graduation allows for work taken.	
(J) Verification of or exemption from required immunizations	
(K) Date of high school graduation or equivalent	
Mandatory Interim (Original or copy)	At least 3 school years after the student leaves the charter school or usefulness ceases.
(A) A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible pupil, or a dependent adult pupil, or an adult pupil, or the custodian of records.	



Document	Time Period
(B) Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver.	
(C) Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge.	
(D) Language training records.	
(E) Progress slips and/or notices as required by Education Code Sections 49066 and 49067.	
(F) Parental restrictions regarding access to directory information or related stipulations.	
(G) Parent or adult pupil rejoinders to challenged records and to disciplinary action.	
(H) Parental authorizations or prohibitions of pupil participation in specific programs.	
(I) Results of standardized tests administered within the preceding three years.	
(J) Expulsion order	
(K) Independent Study Records, including but not limited to independent study agreements, representative samples of student work product, contemporaneous records documenting student attendance, evaluations pursuant to Education Code Section 51747 determining whether it is in the best interest of the pupil to remain in independent study, records of pupil participation or lack of participation in synchronous instruction and live interaction as applicable by grade level, written or computer-based evidence of pupil engagement that includes but is not limited to, a grade book or summary document that for each class, lists all assignments, assessments, and associated grades.	
(L) Documentation of continuous enrollment and satisfactory progress towards a high school diploma for pupils 19 and over.	4 years
Permitted Records (Original or copy)	At least 6 months after the student's completion of or withdrawal from the charter school.
(A) Objective counselor and/or teacher ratings.	
(B) Standardized test results older than three years.	
(C) Routine discipline data (<i>not including expulsion orders</i>).	
(D) Verified reports of relevant behavioral patterns.	



Document	Time Period
(E) All disciplinary notices (<i>not including expulsion orders</i>).	
(F) Attendance records not used for apportionment or compulsory education (<i>i.e. attendance rosters, truancy letters, SART/SARB contract, etc.</i>)	
Miscellaneous	
Individual student injury record for which a claim was filed	Permanent (or if litigated, 4 years settlement / dismissal of the claim)
Individual student injury record for which a claim was not filed.	4 years

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