

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

Thursday, May1, 2025

13032 Bitney Springs Rd, Building 8 (Lower Campus 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 March 27, 2025 Minutes - *See attached*

Reports

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

Discussion Items

5. Discuss 2025-26 Adopted Budget - *handout*
6. Discuss Independent Study and Attendance for Next Year - *See attached*
7. Board Members Needed for 8th Grade Presentations Monday, June 2nd 8:45-12:45
8. Discuss Moving Board Meeting from May 29th to May 28th due to Showcase
9. Discuss Restructuring of School Administration

Action Items

10. Approve Contract with Piziali to Build Accessible Pathway at Building 3 - *See attached*
11. Approve Architectural Proposals for Building 2 and 4 from Russell Davidson Architectural Firm - *See attached*
12. Approve 2025-26 Certificated Salary Schedule - *See attached*
13. Approve 2025-26 Classified Administrative Salary Schedule - *See attached*
14. Approve 2025-26 Certificated Administrative Salary Schedule - *See attached*
15. Approve 2025-26 Classified Classroom Hourly Salary Schedule - *See attached*
16. Approve 2025-26 Classified Administrative Hourly Salary Schedule - *See attached*
17. Approve Renewal of NCSA Lease with RavenSprings LLC - *See attached*
18. Approve Application for SB740 Grant for Lease Reimbursement - *See attached*
19. Approve Policies - *See attached*
 - a. 315 Special Education Policy
 - b. 502 NCSA Employee Handbook
 - c. 617 Workplace Violence Prevention Plan
 - d. UCP Complaint Policy (Revised Compliance Coordinator)

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, March 27, 2025

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

Call Order: 5:00 p.m.

Roll Call: LeeAnne Haglund, Lauren Hesterman, Meshawn Simmons, Jaylee McGregor, Elissa Spencer, Jon Lefeber, Abby Oas, Andrew Todd and Qayyuma Didomenico (5:04 arrival)

Guests: Holly Pettitt, Melissa Brokenshire, and Angie Defeyter

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:

- To the Nourish Team for winning Best Recipe from the Chef Ann Foundation!
- To Erin Chester for her excellent job in HR and payroll. We feel trust and confidence in Erin!
- To Angie for her work last weekend buying and putting together sweet gifts and hand written notes to 48 employees at Lower Campus.
- To all the folks who make the 8th Grade Trip to Death Valley happen and to Steve
- Wilensky for connecting our kids with the Timbisha Shoshone Tribe.
- To Michelle Kalos for setting up an incredible presentation for 3rd grade students so they could ask questions and better understand their classmate who is a student with Down's Syndrome.
- To Valerie for always stepping in and stepping up when we need her - she can do just about anything!
- To Toni for her work on the charter appendix - a whopper of a document - I don't know what I would do without her expertise in putting these documents together!
- To our new IA Kate for being an excellent addition to TK and aftercare, and to Lori W for her reliability and for always striving to do her job well.
- To Lori Spencer for being so joyful and playful with her class.
- In addition to Angie Defeyter for her support with SARB meetings
- The 8th grade students for their respect and thoughtfulness in DV with the Shoshone Tribe.
- Melissa for working on the budget and coming up with cool ideas.
- Carabeth Rowley for supporting the 8th graders with their fundraiser.

Action Items

1. Approve Agenda
Motion: Meshawn Simmons 2nd: Lauren Hesterman
Unanimous assent

Consent Agenda

2. Approve February 27, 2025 Minutes - *See attached*
Motion: Jaylee McGregor 2nd: Elissa Spencer
Unanimous assent

Reports

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

Discussion Items

5. Responsibilities of a charter board - *See attachment*
6. Discuss 2025-26 Budget Outlook - *Handout*
7. Discuss 2025-26 Salary Schedules - *See attached*
 - a. Certificated Salary Schedule
 - b. Certificated Administrative Salary Schedule

- c. Classified Classroom Hourly Salary Schedule
- d. Classified Administrative Hourly Salary Schedule
- e. Classified Administrative Salary Schedule
- f. Psychologist & MH Salary Schedule

Action Items

8. Approve policies

a. 301 Enrollment Policy

Motion: Jon Lefebber moved to approve policy 301 Enrollment Policy with the elimination of section B, on page 2. 2nd: Elissa Spencer

Unanimous assent

b. 308 Student Wellness Policy

Motion: Lauren Hesterman moved to approve policies 308, 311, and 501 (b-d) with no changes. 2nd: Qayyuma Didomenico

Unanimous assent

c. 311 Suicide Prevention Policy

d. 501 Injury and Illness Prevention Plan

e. 601 Uniform Complaint Procedure

Elissa Spencer moved to approve 601 Uniform Complaint Procedure, naming Director and Assistant Director as Compliance Officers 2nd: Jaylee McGregor

Unanimous assent

f. 603 Classroom Based Attendance Policy

Qayyuma Didomenico moved to approve policies 603, 605, 609 and 610 (f-i) with no changes. 2nd: Meshawn Simmons

Unanimous assent

g. 605 School Safety General Plan

h. 609 Fixed Assets Policy and Procedure

i. 610 Purchasing Policies - Procurement Procedures

9. Approve Audit Engagement with Christy White CPA for 3 years - *See attached*

Motion: Jon Lefebber 2nd: Lauren Hesterman

Unanimous assent

Closed Session

10. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION - *Handout*

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: one (1) case

Motion: Jaylee McGregor moved to approve an investigation into the allegations through a 3rd party consultant 2nd: Abby Oas

Unanimous assent

Adjournment 7:04 p.m.

Submitted by: Abby Oas, Board Secretary

3/27/25

Approved by the NCSA Charter Council

LeeAnne Haglund, Board Chair

Date

Abby Oas, Board Secretary

Date



Director FYI Report May 1, 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 being nominated for another award - The Newman's Own.
- To the Business Office for sharing their concerns so openly which has allowed me to better understand their position.
- **Erin Chester** for stepping into HR with confidence and professionalism.
- **5th Grade Teachers** for taking students on a great field trip to camp.
- **Val** who supports people all over campus. She is professional, quick to support. She's been a great help to get state testing started this week.
- **Jenn D.** She helps when ever asked! Her response is, "Of course, no problem at all. I've got you covered." She and Doah helped a student while she had a severe panic attack - she calmed her fairly quickly and with resolution and a return to class.
- **Alex E.** for stepping into Kim's position while she's away for training. She does a great job holding the RW program and communicating with admin.
- **Hannah** supported one of the new 2nd Grade teachers by allowing her to shadow and she shared curriculum.
- **Danielle M.** let us know that she would be happy help guide the new second grade teachers by meeting with them weekly next year.
- **Scott M. and Team** for hosting a spectacular Mt. Bike race on site.
- **Samantha** created the entire school schedule for all the staff! What a feat the schedule is and she does it with clarity, ease and enthusiasm.

Financial Information

- Next year's budget is on the agenda for discussion.

Facilities Update

B1

- The new move-out date is May 30, 2025, for Five Flavors. Joseph will conduct a walk-through with them once they notify us that they are ready.

B3

- The inspection of the HVAC system went well. We passed with two items noted, but not written up. We need to make the electrical connection box so that it can not be opened without a tool. Joseph is working on that.
- The small trees and brush around the condensers need to be removed. This is primarily to prevent harm to the condensers, rather than a code compliance issue.
- The inspector did require a copy of the air balancing report, which was not available at the time of the inspection. He will contact Dynamic for that.
- We will complete the accessibility project at B3 this summer by adding a ramp at the entrance. This is on the agenda for approval.

B8

- Ian will decommission the water inlet to the old cooling system, which will bring our backflow countdown to eleven and decrease the annual bill for inspection.

Overall

- Ongoing repairs to the treatment tank for our potable water. We are using record amounts of water, but the levels are holding overnight. This indicates no leaks.
- The cross-connection survey needs to get done. Joseph will work on this.
- We would like to use some of the proceeds from the cell tower sale to cover the cost of repairing the pond (\$80K).
- We hired a property manager for the warehouses who will take on leasing and managing three of the four buildings. Each of those warehouses could bring in \$135-\$180K a year. That would relieve our budget concerns and help us build a big enough ending balance to work with Grow Schools to get the renovation loan.

Events

- Student Success Night: A Celebration of Learning is coming up on May 15th

Arts Based Choice for Education

- All our spots are filled and we have lengthy waitlists in every grade. We aligned our Lottery with YRC's this year and it made a huge difference. Previously, our lottery was before YRC so sometimes parents would accept spots here and then accept spots at YRC and drop from our list. Now they have to make a decision right away which is much better for us and easier on Carabeth.

Academic, Arts & Social Emotional Achievement

- 4th/5th Music next year will offer students the choice between choir and band instruments only - no fiddle or cello. We have hired a new credentialed Music Teacher to hold the choir piece. She will be part time and pick up K and 3rd whole class music.
- Food Hero Day is May 2nd - we'll be asking students to write thank you notes to the nourish team.
- Classes begin state testing this week. We are trying something a little different. We are having all the students who do not require assistance during testing to walk over to the cafeteria and test there with two adults supervising. All the students who do require a separate setting will stay with their teachers. We are doing this to better support the students who need it.
- We had a serious talk about sexual harassment in 4th grade last week. Lots of inappropriate talk/gestures going on among the class. We held a class meeting in Lori's class and got very clear on what sexual harassment means and what will happen if they continue making the comments/gestures they have been doing. We sent a letter home to families.

Safe, Respectful and Equitable Conditions for Learning and Working

- See [attached letter](#) from the CDE regarding all the lawsuits against the the ED
- We have quite a few teachers leaving or moving to new positions this year - all for various reasons. I have made a list below of who they are and why:
 - TK - Shannon Conner - Maternity Leave
 - 2nd Hannah Benfield - Wants a bigger teaching team to work with
 - 2nd Megan Krueger - Needs Internship
 - 3rd Khara Cormia - Flexibility of Home Study
 - 5th Dani Yzaguirre - moving to 6th
 - 5th Carrie Criss-Harvey - moving to 6th
 - 6th Devin Cormia - Wants to work closer to home
 - 6th Erin Alonso - Moving to 7/8
 - 7th/8th Ron Charles - Moving into farming
 - Dance/PE - Jacky Luna - Needs to cut back hours

While that looks like a lot, and can be construed to mean NCSA is doing something wrong, or is not a great place to work, it's important to note that only 3 are leaving

because they want something different. We will be conducting exit interviews with everyone to learn if there are other things we need to do better to retain staff.

The good news is that the people we have hired are VERY excited to come to NCSA, have been to other schools, and are looking for the exact environment we have created here.

New Hires and more to come:

- TK - Still Vacant - Interview Thursday
- 2nd - Zoey Lynch - 3 Yrs Exp
- 2nd - Kelsey - 1st year, but comes with two credentials, one in Special Education and the other multiple-subjects. She is also a registered behavior technician.
- 3rd - Richard - 1st year - many years as a competitive soccer coach and well respected in the community.
- 5th - Peyton Ziemer - 5 years experience
- 5th - Still vacant
- 6th - Carrie Criss Harvey Math/Science
- 6th - Dani Yzaguirre ELA/History
- 7th/8th ELA/History - Erin Alonso
- 4th-7th Dance - Chanthou Lam
- TK-3rd grade PE - Quentin Forest

Contributor and Collaborator to the Greater Community

- The Cultural Burn was really successful and went exactly according to plan. The great news is that we added a new partner to the KP project - Nevada County OES and they are folding us into their Ponderosa project which means even more funding to clear brush and clean up the forests.
- This is the thank you card we are sending to the Timbisha Shoshone Tribe





CLASSROOM-BASED ATTENDANCE POLICY

It is the intent of the Governance Council ("Board") of the Nevada City School of the Arts ("NCSOTA" or the "Charter School") to ensure that students attend school every day on time. Consistent school attendance is critical to school success. Being present for classroom instructional time is essential for a student's adequate academic progress. Chronic absenteeism has been linked to an increased likelihood of poor academic performance, disengagement from school and behavior problems.

Definitions

- *"Tardy"*: NCSOTA starts at 8:30 am. Students shall be classified as tardy if the student arrives after that time.
- *"Unexcused Absence"*: A student shall have an unexcused absence if the student is absent or is tardy for more than thirty (30) minutes without a valid excuse.
- *"Truant"*: A student shall be classified as a truant if the student is absent from school without a valid excuse three (3) full days in one school year, or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on three (3) occasions in one school year, or any combination thereof. Any student who has once been reported as a truant and who is again absent from school without valid excuse one or more days, or tardy on one or more days, shall again be deemed a truant. Such students shall be reported to the Director or designee.
- *"Habitual Truant"*: A student shall be classified as a habitual truant if the student is reported for truancy three (3) or more times within the same school year. This generally occurs when the student is absent from school without a valid excuse for five (5) full days in one school year or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on five (5) occasions in one school year, or any combination thereof.
- *"Chronic Truant"*: A student shall be classified as a chronic truant if the student is absent from school without a valid excuse for ten (10) percent or more of the school days in one school year, from the date of enrollment to the current date.

Excused Absences for Classroom Based Attendance

Absence from school shall be excused only for health reasons, mental health, medical appointments, bereavement, court or jury duty, military leave and religious holidays as required by law or permitted under this Attendance Policy.

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

1. Personal illness, including an absence for the benefit of the student's mental or behavioral health.
2. Quarantine under the direction of a county or city health officer.
3. Medical, dental, optometric, or chiropractic appointments:



- a. Students in grades 7-12, inclusive, may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.
4. For the purpose of attending the funeral services or grieving the death of either a member of the student's immediate family, or of a person that is determined by the student's parent or guardian to be in such close association with the student as to be considered the student's immediate family, so long as the absence is not more than five (5) days per incident. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the student.
5. For any of the following reasons, if an immediate family member of the student, or a person that is determined by the student's parent or guardian to be in such close association with the student as to be considered the student's immediate family, has died:
 - a. To access services from a victim services organization or agency.
 - b. To access grief support services.
 - c. To participate in safety planning or to take other actions to increase the safety of the student or an immediate family member of the student, or a person that is determined by the student's parent or guardian to be in such close association with the student as to be considered the student's immediate family, including, but not limited to, temporary or permanent relocation.

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

6. Participation in religious instruction or exercises as follows:
 - a. The student shall be excused for this purpose
7. Due to the illness or medical appointment during school hours of a child of whom the student is the custodial parent, including absences to care for a sick child. (The school does not require a note from the doctor for this excusal.)
8. To permit the student to spend time with an immediate family who is an active-duty member of the uniformed services, as defined in Education Code Section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the Charter School.
9. Attendance at the student's naturalization ceremony to become a United States citizen.
10. Authorized parental leave for a pregnant or parenting student for up to eight (8) weeks, which may be extended if deemed medically necessary by the student's physician
11. Authorized at the discretion of a school administrator, based on the facts of the students' circumstances, and are deemed to constitute a valid excuse. A student who holds a work permit to work for a period of not more than five consecutive days in the entertainment or allied industries shall be excused from school during the period that the student is working in the entertainment or allied industry for a maximum of up to five absences per school year subject to the requirements of Education Code Section 48225.5.



12. In order to participate with a not-for-profit performing arts organization in a performance for a public-school student audience for a maximum of up to five days per school year provided the student's parent or guardian provides a written note to the school authorities explaining the reason for the student's absence.
13. For the purpose of a middle school student engaging in a civic or political event as indicated below, provided that the student notifies the school ahead of the absence. A "civic or political event" includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls.
 - a. A middle school student who is absent pursuant to this provision is required to be excused for only one school day long absence per school year.
 - b. A middle school student who is absent pursuant to this provision may be permitted additional excused absences in the discretion of a school administrator.
14. For the following justifiable personal reasons for a maximum of five (5) school days per school year (unless otherwise indicated), upon advance written request by the student's parent or guardian and approval by the school director or designee pursuant to uniform standards:
 - a. Appearance in court.
 - b. Observation of a holiday or ceremony of the student's religion.
 - c. Attendance at religious retreats (not to exceed one school day per semester).
 - d. Attendance at an employment conference,

Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

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

Method of Verification

When students who have been absent return to school, they must present a satisfactory explanation verifying the reason for the absence. The following methods may be used to verify student absences:

1. Signed, written note from parent/guardian or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:
 - a. Name of student;
 - b. Name of parent/guardian or parent representative;
 - c. Name of verifying employee;
 - d. Date or dates of absence; and
 - e. Reason for absence.



3. Visit to the student's home by the verifying employee, or any other reasonable method, which establishes the fact that the student was absent for the reasons stated. A written recording shall be made, including information outlined above.
4. Healthcare provider verification:
 - a. When excusing students for confidential medical services or verifying such appointments, Charter School staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.
 - b. A healthcare provider's note of illness will be accepted for any reported absence. When a student has had fourteen (14) absences in the school year for illness verified by methods listed in #1-#3 above without a healthcare provider's note, any further absences for illness must be verified by a healthcare provider.

Insofar as class participation is an integral part of students' learning experiences, parents/guardians and students shall be encouraged to schedule medical appointments during non-school hours.

Students should not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency.

Absences/Truancy for Classroom Based Attendance

The Director, or designee, shall implement positive steps to reduce truancy, including working with the family in an attempt to resolve the attendance problem. A student's progress and learning may be affected by excessive absences. In addition, NCSOTA is fiscally dependent on student attendance and is negatively impacted by excessive absences. If all attempts to resolve the student's attendance problem are unsuccessful, NCSOTA will implement the processes described below.

Process for Addressing Truancy

1. Each of the first five (5) absences or tardies over 30 minutes will result in an initial email notifying parents that they are close to receiving an official 1st letter. The Attendance Review Team will email the teacher, families and director.
 - i. Exception – if a student chronically absent the year before, they will receive an email from the Attendance Review Team to review how we can support you at the beginning of the school year and only be allowed 3 unexcused absences before the 2nd letter is sent
2. Each of the eight (8) absences or tardies over 30 minutes will result in the parent/guardian will receive **“Official Letter - #1 – Attendance Outreach”** from NCSOTA notifying the parent/guardian of the student's “Truant” status. This letter will be uploaded to ParentVUE in the student information system. This letter shall also be accompanied by a copy of this Attendance Policy. This letter, and all subsequent letter(s) sent home, shall be sent by electronic Mail, and attached to ParentVUE/Student VUE student information system for.
3. Upon reaching Eleven (11) absences or tardies over 30 minutes, the parent/guardian will receive **“Official Letter #2 - “Conference Request”** notifying the parent/guardian of the student's “Habitual Truant” status and a parent/guardian conference will be scheduled with the SART to review the student's records and develop an intervention plan/contract.



4. Upon reaching seventeen (17) absences or tardies over 30 minutes, the parent/guardian will receive a **“Official Letter #3 – Referral to SARB Meeting”** and the student will be referred to a Student Success Team (SST) and the SARB.
2. If the conditions of the SARB plan are not met, the student may incur additional administrative action up to and including disenrollment from NCSOTA, consistent with the Involuntary Removal Process described below. If the student is disenrolled after the Involuntary Removal Process has been followed, notification will be sent within thirty (30) days to the student’s last known district of residence.
3. For all communications set forth in this process, NCSOTA will use the contact information provided by the parent/guardian in the registration packet. It is the parent’s or guardian’s responsibility to update NCSOTA with any new contact information.
4. If student is absent ten (10) or more consecutive school days without valid excuse and parent/guardian cannot be reached at the number or address provided in the registration packet and does not otherwise respond to NCSOTA’s communication attempts, as set forth above, the student will be in violation of this policy and the SART plan (of any), and may be subject to disenrollment in compliance with the Involuntary Removal Process described below.
5. Any documentation received by the Charter School regarding a student’s enrollment and attendance at another public or private school (i.e., CALPADS report) shall be deemed evidence of a voluntary disenrollment and shall not trigger the Involuntary Removal Process below.

School Attendance Review Team Process

The School Attendance Review Team (“SART”): The SART panel will be composed of The School Director, Parent Resources Coordinator and School Counselor. The SART panel will discuss the absence problem with the Parent/Guardian to work on solutions, develop strategies, discuss appropriate support services for the student and his/her family, and establish a plan to resolve the attendance issue.

1. The SART panel shall direct the parent/guardian that no further unexcused absences or tardies can be tolerated.
2. The parent shall be required to sign a plan formalizing the agreement by the parents to improve the child’s attendance or face additional administrative action. The contract will identify the corrective actions required in the future, and indicate that the SART panel shall have the authority to order one or more of the following consequences for non-compliance with the terms of the plan:
 - a. Parent/guardian to attend school with the child for one day
 - b. Student retention
 - c. Required school counseling
 - d. Loss of field trip privileges



- e. Loss of school event privileges
 - f. Required remediation plan as set by the SART
 - g. Notification to SARB Board
3. The SART panel may discuss other school placement options.
4. Notice of action recommended by the SART will be provided in writing to the parent/guardian.

Process for Students Who Are Not in Attendance at the Beginning of the School Year

When students are not in attendance on the first five (5) days of the school year, NCSOTA will attempt to reach the parent/guardian on a daily basis for each of the first five (5) days to determine whether the student has an excused absence, consistent with the process outlined in this policy. If the student has a basis for an excused absence, parents must notify NCSOTA of the absence and provide documentation consistent with this policy. However, consistent with process below, students who are not in attendance due to an unexcused absence by the sixth (6th) day of the school year will be disenrolled from NCSOTA roster after following the Involuntary Removal Process described below, as it will be assumed that the student has chosen another school option.

1. Students who are not in attendance on the first (1st) day of the school year and do not have an excused absence will be contacted by phone to ensure their intent to enroll in NCSOTA.
2. Students who have indicated their intent to enroll but have not attended by the third (3rd) day of the school year and do not have an excused absence will receive a letter indicating the student's risk of disenrollment.
3. Students who have indicated their intent to enroll but have not attended by the fifth (5th) day of the school year and do not have an excused absence will receive a phone call reiterating the content of the letter.
4. NCSOTA will send the Involuntary Removal Notice and the CDE Enrollment Complaint Notice and Form to the Parent/Guardian and follow the Involuntary Removal Process described below for any students who have not attended by the sixth (6th) day, and do not have an excused absence.
5. NCSOTA will use the contact information provided by the parent/guardian in the registration packet.
6. Within thirty (30) calendar days of disenrollment, the Charter School will send the student's last known school district of residence a letter notifying it of the student's failure to attend the Charter School.
7. Any documentation received by the Charter School regarding a student's enrollment and attendance at another public or private school (i.e., CALPADS report) shall be deemed evidence of a voluntary disenrollment and shall not trigger the Involuntary Removal Process below.

Involuntary Removal Process

No student shall be involuntarily removed by NCSOTA for any reason unless the parent or guardian of the student has been provided written notice of the Charter School's intent to remove the student ("Involuntary Removal Notice"). The Involuntary Removal Notice must be provided to the parent or



guardian no less than five (5) schooldays before the effective date of the proposed disenrollment date.

The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include:

1. The charges against the student
2. An explanation of the student's basic rights including the right to request a hearing before the effective date of the action
3. The CDE Enrollment Complaint Notice and Form

The hearing shall be consistent with NCSOTA's expulsion procedures. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until NCSOTA issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to NCSOTA's suspension and expulsion policy.

Upon parent/guardian request for a hearing, NCSOTA will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder and shall include a copy of NCSOTA's expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the Student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the Student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known school district of residence within thirty (30) calendar days.

A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or re-occur.

Referral to Appropriate Agencies or County District Attorney

It is NCSOTA's intent to identify and remove all barriers to the student's success, and NCSOTA will explore every possible option to address student attendance issues with the family. For any unexcused absence, NCSOTA may refer the family to appropriate school-based and/or social service agencies.

If a child's attendance does not improve after a SART contract has been developed according to the procedures above, or if the parents fail to attend a required SART meeting, NCSOTA shall notify the Nevada County Office of Education for referral to a SARB hearing, which then may refer the matter



for prosecution through the court system. Students 12 years of age and older may be referred to the juvenile court for adjudication.

Non-Discrimination

These policies will be enforced fairly, uniformly, and consistently without regard to 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, pregnancy, or association with an individual who has any of the aforementioned characteristics).

Reports

The Director, or designee, shall gather and report to the Board the number of absences both excused and unexcused as well as students who are truant, and the steps taken to remedy the problem.

	Piziali Construction, Inc. P.O. Box 1796 Grass Valley, CA 95945 CSLB License No. 604314	CONSTRUCTION CONTRACT (Fixed Price)
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This construction contract ("Contract") is made this 28th day of April, 2025 by and between Nevada City School of Arts ("Owner"), and Piziali Construction, Inc. ("Contractor"), California Contractor's License No., for the work of improvement known as:
Building 3 stairs and ramp (the "Project")

Construction Lender (if any):
Name: N/A
Street: _____
City: _____
State: _____

Project Address:
Street: 13032 Bitney Springs Rd
City: Nevada City, CA 95959
APN: 052-050-030
Architect: Siteline Architerture
Date of Plans: 07/11/2024

A. Scope. Contractor agrees to furnish all the materials and perform all of the labor necessary to complete the following work: Remove and replace the stairs and landing at the southeast corner of building 3 according to plans by Siteline Architecture dated 07/11/2024, Plans by Linchpin Engineering dated 06/12/2024 and Nevada City Engineering dated 05/30/2024

[Describe work to be performed]

B. Contract Documents: The Project is to be constructed and completed in accordance with the following plans, specifications and other documents which are incorporated into the Contract:

1. Plans by Siteline Architecture dated 7/11/2024

2. Plans By Nevada City Engineering dated 05/30/2024

3. Plans by Linchpin Engineering dated 06/12/2024

4. Estimate 331 by Piziali Construction dated 04/09/2025

X See attachment for additional documents attached hereto and incorporated into the Contract.

C. Contract Price:

Owner agrees to pay Contractor the firm fixed price of:
\$ 114,670.10
Subject to additions and deductions authorized pursuant written order

D. Down Payment

\$ _____

E. Monthly Progress Payments: Owner shall pay Contractor monthly progress payments for all work completed as follows:

☒ **Invoiced Amount**

Contractor will submit to Owner, on or before the 21st day of each month an invoice for payment. On or before the 10th day of the following month, Owner will pay Contractor the invoiced amount.

x **Schedule of Values**

Contractor will submit to Owner, on or before the 21st day of each month, an application for payment showing the percentage of completion of the various portions of the work according to a schedule of values supplied by Contractor and agreed to by Owner. On or before the 10th day of the following month, Owner will pay Contractor the value of the work completed and materials suitably stored at the site for the previous month as reflected on Contractor's application for payment.

F. Time for Commencement and Completion of the Work:

Contractor shall commence work within the following calendar days after Owner's written notice to proceed, or (if checked) ☐ after the execution of this Contract: 49 (Days)

Contractor shall complete the work within the following calendar days after commencement, subject to permissible delays: 48 (Days)

Work under this Contract shall be deemed to have substantially commenced when Contractor moves equipment onto the work site *or* on the first delivery of project materials to the work site.

G. Terms and Conditions. The Terms and Conditions and Attachments on the following 4 pages are expressly incorporated into this Contract.

Dated: _____
Owner:

By: _____
(Owner's Signature)

(Printed Name and Title)

Dated: 04/28/2025
Contractor: Piziali Construction, Inc.

By: Piziali Construction Inc
(Contractor's Name)
Steve Piziali President
(Print Name and Title)

Residence Address: _____

Business Address (If any) _____

TERMS AND CONDITIONS

1. **Contract, Plans and Specifications.** The contract, plans and specifications are intended to supplement each other. In case of conflict, the specifications will control over the plans and this Contract shall control over both.

2. **Payment.** Owner shall make monthly progress payments to Contractor in accordance with Paragraph E. above.

Owner shall make final payment to Contractor within 45 days after completion of the Project.

For purposes of this paragraph 2 and throughout this Contract, the term "Completion" shall mean the completion of the work under this Contract, including the submission of all final releases as may be requested, documents and manuals required under the Contract Documents.

If Owner objects to any invoice or application for payment or Owner disputes any payment that Contractor contends is due, Owner shall immediately notify Contractor in writing. If Contractor receives no such written notice within five (5) business days following the date when the payment is due that a charge or billing or payment request is disputed or objected to, Owner shall be deemed to have waived any objection to or dispute with the charge, billing or payment request.

Interest at a rate of 1.5% per month shall be imposed and paid by Owner for any payment not received within 20 days after the payment becomes due.

3. **Job site Readiness.** Owner shall have job site ready for commencement of the work of improvement no later than the approximate start date and so notify the Contractor in writing when the job site is ready for commencement of the work or improvement. Any delay in Owner having the job site ready shall entitle Contractor to an equitable adjustment in the Contract Price and the Contract Time. If the job site is not ready for commencement of the work hereunder within **N/A** days from the date of this Contract, Contractor may cancel the Contract.

4. **Releases.** At the request of the Owner, the Contractor shall provide waivers and releases in accordance with California Civil Code section 8120-8138 from all persons who have served 20-day preliminary notices pursuant to California Civil Code sections 8034, 8100 *et seq.* and 8200 *et seq.* as a prerequisite to the Owner's obligation to disburse progress and final payments for Work, materials or equipment furnished by such persons.

5. **Payments for labor and materials:** Contractor shall pay all valid charges incurred for labor and materials used in the construction of the Project as they come due. If Contractor fails to pay any such charge, Owner may pay the charge on Contractor's behalf and will be reimbursed by Contractor, on request, for the payment. Owner, however, will not be entitled to collect from Contractor any greater amount under this paragraph than the amount actually paid by Owner in settlement or discharge of the charge. Contractor is excused from this obligation for bills received in any period during which Owner fails to make progress payments to Contractor.

6. **Changes in the Work:** The Owner may order the Contractor to perform extra or changes in the work within the general scope of this Contract. The Owner may not require Contractor to perform extra or change-order work without providing written authorization prior to the commencement of the work covered by the new change order. The cost of any such extra or changes in the work plus **12** % of that cost for overhead and profit shall be added to the Contract Price. The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed by the Contractor upon legal or equitable remedies designed to prevent unjust enrichment.

7. **Delay:** Contractor shall be excused for any delay in completion of the work caused by acts of God, pandemics, acts of the Owner or the Owner agents or other contractors, stormy weather, commercial shortages of required labor or materials, labor disputes not the fault of the Contractor, extra or changed work, failure of Owner to make progress payments when due, and other contingencies beyond the reasonable control of Contractor.

8. **Differing Site Conditions.** Contractor shall promptly, and before the following conditions are disturbed, notify the Owner in writing of any:

a. Hazardous Material that, because of quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, or that the handling of which may subject the Contractor to legal liability;

b. Subsurface or latent physical conditions at the site materially different from those indicated in the Contract Documents;

c. Unknown physical or other conditions at the site of unusual nature materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in this Contract.

The Owner shall promptly investigate such conditions. If Owner finds that the worksite conditions do materially differ or involve Hazardous Material, Owner shall make an equitable adjustment in the Contract Price and the Contract Time for such work by issuing a change order under paragraph 6.

9. **Bankruptcy, Payment of Contractor.** If the Owner should file a petition in bankruptcy or make an assignment for the benefit of creditors, the Contractor shall be paid the reasonable value of its work performed and the obligations of the parties under this contract shall thereupon terminate. In determining the reasonable value of under this provision, the Contract Price shall be deemed reasonable.

10. **Right to stop work/Terminate Contract.** If Owner fails to make payments when due to Contractor, after giving seven (7) days' written notice to Owner to make payment, Contractor may stop work after the seventh day if the payment is not forthcoming and remain idle until payments are current. Such action by Contractor shall not, in any manner, be deemed a breach of this Agreement by Contractor. Contractor has the right to terminate the Agreement if payment has not been made, in full, within 45 days after the date of Contractor delivers to Owner by mail or hand delivery seven (7) days' written notice to make payment. If Contractor has suspended work for any reason authorized by this Contract and the suspension continues for more than 30 days, Contractor has a right to terminate the Contract by providing a written termination notice to Owner.

11. **Workers' Compensation and Liability Insurance.** Contractor shall provide and maintain during the continuance of this Contract, a policy of workers' compensation and liability insurance for the protection of his/her employees and Owner's property

a. **Commercial General Liability Insurance.** This contractor carries commercial general liability insurance written by **Gemini Insurance Co**. You may call the insurance company at **(866) 915-7478** to check the contractor's insurance coverage.

b. **Workers Compensation Insurance.** This contractor carries workers' compensation insurance for all employees.

Contractor shall require each subcontractor it employs to procure and maintain insurance required under this paragraph for subcontractor's own operations and employees.

12. **Builder's Risk Insurance** Owner shall, at its expense, procure and maintain Builder's Risk Insurance, providing insurance coverage for both Contractor and subcontractors including loss or damage to Contractor's work. Such insurance shall also apply to any of Owner's property in the care, custody or control of Contractor. Owner waives all rights of recovery against Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards, however caused.

TERMS AND CONDITIONS

13. **Waiver of Subrogation.** Owner and Contractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If any applicable policies of insurance require the endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

14. **Warranty** Contractor warrants to Owner that all materials and equipment furnished under this Contract shall be new unless otherwise specified and that all work under this agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects, and in conformance with Contract Documents.

15. **Notice.** Any notice required or permitted under this Contract may be given by ordinary mail at the address contained in this Contract, but such address may be changed by written notice given by one party to the other from time to time. After a notice is deposited in the mail, postage prepaid, it shall be deemed received in the ordinary course of business.

16. **Performance and Payment Bond.** Should Owner require Contractor to obtain a performance or payment bond, the expense of such bonds shall be borne by Owner.

17. **Property Lines, Easements, and Accessibility.** Owner shall be responsible to locate property lines, easements and provide for Contractor. Any work stoppage and/or change of work because of property line disputes or accessibility shall be treated as additional work and so charged

18. **Underground Utilities.** Owner shall be responsible for informing Contractor of the location and depth of underground utility lines and/or systems.

19. **Inspection of the Work.** Contractor shall make the work accessible at all reasonable times for inspection by Owner. Contractor shall inspect all material and equipment delivered to the job site by others to be used or incorporated in the Contractor's work.

20. **Surveys and Reports.** Owner shall furnish to Contractor for the Project, prior to the start of the work, all necessary surveys and reports, describing the physical characteristics, soil, geological and subsurface conditions, legal limitations and legal descriptions that might assist Contractor in properly evaluating the extent and character of the work required.

21. **Compliance with Law.** Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the performance of the work. If Contractor observes that the drawings, specifications or other Contract Documents are at variance with such laws, ordinances, rules and regulations, Contractor shall promptly notify Owner of such variance. If any such variance results in any necessary changes to the work, Contractor shall be entitled to an equitable adjustment to the Contract Price and the Contract Time.

22. Miscellaneous.

a. **Prior Agreements:** This Contract constitutes the sole and only Contract of the Parties hereto relating to the project and correctly sets forth the rights, duties and obligations of each to the other, as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

b. **Modifications.** This Contract may not be changed or terminated orally but only by an instrument in writing signed by the party against whom enforcement of such change or termination is sought. No breach of contract, warranty or representation shall be deemed waived unless expressly waived by the party who might assert such breach.

c. **Governing Law.** This Contract shall be governed by the law of California. Including California law governing arbitration and mediation.

d. **Venue.** Venue for any legal action brought to interpret or enforce the terms of this Contract shall be in the county where the work under this Contract was performed.

e. **Validity.** If any provision of this Contract is determined to be illegal or unenforceable for any reason, the same shall be severed from the Contract and the remainder of the Contract shall be given full force and effect.

f. **Execution in Counterparts** This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

g. **Attorneys Fees.** The party prevailing in any action or proceeding arising out of this Contract or the work performed pursuant thereto shall be awarded reasonable attorney fees, litigation costs and expenses.

h. **Time of the Essence.** Time is of the essence of this agreement.

Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826.

B. List of Documents to be Incorporated into the Contract (Continued from page 1):

- | | |
|----|----|
| 5. | 6. |
| 7. | 8. |



Estimate

Date	Estimate #
4/9/2025	331

Job Name

Nevada City School of the Arts
13032 Bitney Springs Rd
Nevada City CA 95949

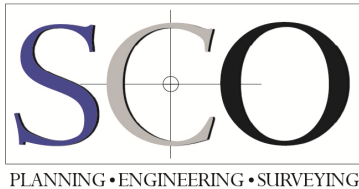
Nevada City School of Arts
Building 3
Nevada City, CA 95959

Description	Total
This estimate is to remove and replace the stairs and landing at the southeast corner of building 3. New stairs, ADA ramp and landings are to be constructed according to plans by Siteline Architecture dated 07/11/2024	
Move in move out equipment for demo and excavation	1,472.50
Demo existing concrete as needed and offhaul	1,829.60
Excavation for footings and flatwork, offhaul spoils	2,904.00
Supply and place baserock for subgrade at stairs, ramp, and flatwork	9,968.00
Set up form and pour concrete flatwork 594 sq ft	8,708.15
Set up form and pour ADA ramp 30 LF	3,981.80
Set up form and pour concrete stairs	6,608.00
Set up form and pour concrete retaining walls for ramp, flatwork, and stairs	28,980.00
Set up and pour 4 pier footings for roof structure posts	2,102.05
Supply and install Detectable warning surfaces at edges of stair landing	7,760.00
Pour back concrete in order to tie into existing asphalt at base of retaining walls	2,520.00
Supply and paint stair warning striping	500.00
Construction staking if needed. Most likely not needed	2,600.00
Guard Rail This is an allowance number. Final price TBD Supply and install guard rails for the ramp, stairs, and upper portion of flatwork	22,450.00
Overhead and profit 12%	102,384.10 12,286.00
Not included in this estimate: Plans/permits Painting Dry Rot repairs Site conditions not reflected on the plans	0.00

PO Box 1796 Grass Valley, Ca. 95945

5302772367	steve@pizialiconstruction.com
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Total \$114,670.10



140 Litton Dr., Suite 240
Grass Valley, CA 95945
Phone: 530.272.5841
reception@scopeinc.net

April 16, 2025

Via: email to russ@davidsonarch.com

Russ Davidson
149 Crown Point Ct, Suite C
Grass Valley, CA 95945
(530) 264-5559 x101

Re: **Proposal/Agreement to Perform Topographic Survey(s) Civil Site Plan(s)**

APNs: 052-050-030, Nevada County, CA
Site Address: 13024 Bitney Springs Rd, Nevada City
SCO Job # 202519

Dear Russ,

Pursuant to your request, our discussions, and our subsequent research, we are pleased to provide the following Proposal/Agreement to perform and prepare a Topographic Surveys and Civil Engineering Site Plans for Buildings "4" and "2" per the attached map.

As per our discussions with County Planning and Building Dept. staff, we understand the plans would need to be prepared and submitted ideally 60 days prior to expiration of the Use Permit previously processed and approved.

We further understand through review of County records and field review that it is not expected that utilities will be modified significantly to either building as water, electric, sewer/septic, communications are already to each of the buildings.

To accomplish the above, we have listed the following scope of basic services.

I. **Scope of Basic Services:** SCO Planning & Engineering, Inc. (SCO) will prepare and provide the following:

A. **Topographic Survey(s)**

1. Perform the necessary research of record maps and/or deeds.
2. Perform a corner search of the above-referenced property, locate and tie to a minimum of two (2) existing monuments.
3. Perform a Topographic Survey of a portion of the above-referenced property (+/- 4 acres Building "4", +/- 1 acre Building "2", locating all pertinent design features including visible utilities, drainage features, buildings, significant trees, asphalt, other hardscape features, toe and top of prominent slopes, existing culverts, etc. within areas of planned improvements.
4. Tie to existing vertical control and locate existing monuments to determine existing boundaries.

Proposal/Agreement to Perform Topographic Survey(s), Civil Site Plan(s)

Date: April 16, 2025
To: Russ Davidson
Re: SCO #202519 NCSA

5. Prepare map with contours (1' intervals), spot elevations, and labeling pertinent features suitable for ADA design and civil improvements. Provide topographic survey in AutoCAD and PDF formats for design purposes.

B. Civil Site Plan(s)

1. Provide "stand-alone" civil engineering site plan for Building "4"(Theater Building) and separate set for Building "2" (Cafeteria).
2. Civil Site plan for Building "4" (Theater Building) to include potential expansion of lower parking area, upgrade of stairs to meet current building code, integration of EV parking stalls per Cal Green Code. Design and integrate ADA and EV ADA parking stalls to South end of building in compliance with building code requirements. Work with architect and school to identify best layout/design that potentially aids in both access to building and to best access asphalt trail. Integrate trash enclosure if necessary. Provide sidewalk, or path to road access crossing to significant parking area to east as required.
3. Civil Site plan for Building "2" (Cafeteria Building) to include primarily ADA and EV upgrades to meet California Building Codes. This will include preparing design to modify ac access isle, pedestrian ramps to provide ADA path of travel from ADA stalls to building and to trash enclosure and provide ADA compliant connectivity to adjacent campus courtyard to the southeast. Additionally, detail grading for outdoor seating/patio area if proposed.
4. Coordinate with architect, school, and design team for coordination in preparation of plans for submittal to the County of Nevada Building Department. Review information provided in County records for site approval.
5. Coordinate with owner/architect on design specifics and prepare a Site/Grading & Utilities Plan. Plan will include grading specifics, ADA path of travel criteria from parking stalls and to trash enclosure (if required). Plan will also identify existing connections and locations of utilities including water, septic, electrical, & gas. Connection locations not anticipated to change at this time.
6. Provide stamped/signed civil design plans for submittal. Set to include cover sheet, construction notes, existing topography, demolition plan, erosion control plan, overall grading and drainage plan, overall existing utilities plan and construction details along with ADA, or hardscape blow-ups, as necessary.
7. Coordinate with owner/architect and assist with submittal to building department.
8. Address plan check comments provided by the County of Nevada and Fire Dept. through to approval and permit issuance.

II. Compensation: SCO's cost to provide the Basic Services described herein is estimated to not exceed:

A. Topographic Survey	Tasks A.1-A.5	\$4,800 (Building 4 /Theater)
		\$2,200 (Building 2 /Cafeteria)

Proposal/Agreement to Perform Topographic Survey(s), Civil Site Plan(s)

Date: April 16, 2025
To: Russ Davidson
Re: SCO #202519 NCSA

B. Civil Site Plan	Tasks B.1-B.8	\$18,200 (Building 4 /Theater)
		\$7,500 (Building 2 /Cafeteria)

SCO will bill on a bi-weekly, time and materials basis and will not exceed the above referenced amount without prior authorization. Invoices will include a general description of the services provided during that two-week period and a percentage of the work completed to date. **Please note: You now have the option to pay per invoice from your bank account via Intuit from a link within your emailed invoice.**

III. EXTRA SERVICES: Services and/or costs which are not included in the Scope of Basic Services or Compensation sections herein ("Extra Services") may include, but are not limited to the following:

1. Drainage Report, if required.
2. Septic Design, or expansion, if required (Not anticipated)
3. Construction Staking.
4. Retaining wall / structural analysis, if required.
5. Scope beyond that described herein.

If this Proposal/Agreement meets with your approval, please sign below and we will commence work. We greatly appreciate the opportunity to provide these services and are always available to answer any questions.

Very truly yours,

SCO PLANNING & ENGINEERING, INC.



Martin D. Wood, P.L.S.
Principal

MDW/cg/cdu

AUTHORIZATION TO PROCEED:

By: **Russ Davidson**

(Signature)

(Printed Name)

(Date)

Please let us know how you would like to receive your invoices:

☐ USPS

☐ E-MAIL: _____

☐ BOTH

Bitney Springs Road

Parking Areas

(FUTURE THEATER)

Entrance

(FUTURE CAFETERIA)

4

NCSA STORAGE
Nemaha County Charter

Guard Shack

Indian Village

Classroom 35/244
Lower Campus K-5

2

Music Theater 4/60 (120)

Pond

Building 8

2

DROP OFF

6

Building 2

Classrooms 25/186

TK

Upper Campus 6-8

Building 3

DROP OFF

8

10

11

12

13

14

15

#9



CONDITIONS AND FEE SCHEDULE

Compensation – Unless stated to the contrary, SCO Planning & Engineering, Inc. ("SCO") shall provide the Basic Services outlined in the attached Proposal/Agreement (the "Agreement") on an hourly basis at rates set forth below:

Principal	\$185.00/hour
Project Surveyor/Engineer	\$165.00/hour
Principal Planner	\$150.00/hour
Civil Designer I	\$110.00/hour
Civil Designer II	\$150.00/hour
Project Administrator	\$80.00/hour
CAD Draftsperson	\$90.00/hour
Clerical/Word Processing	\$80.00/hour
Expert Witness/Litigation Consulting	\$260.00/hour
Field Survey (1-Man Crew)	\$190.00/hour*
Field Survey (2-Man Crew)	\$240.00/hour*
Survey Party Chief	\$145.00/hour
Survey Assistant	\$90/hour

*MATERIALS FEE WILL BE APPLIED

If a substantial deviation from the Scope of Basic Services outlined in the Agreement is anticipated, SCO will advise the Client to obtain further authorization.

All time over eight (8) hours per weekday and all weekend and holiday time for personnel will be billed at one and one-half (1½) times the regular rate.

Fees included in the Agreement include the use of electronic design systems.

Retainer – Unless stated to the contrary, the Client shall make an initial payment (retainer) upon execution of this Agreement. This retainer shall be held by SCO and applied against the final invoice(s).

Reimbursable Expenses – All reimbursable expenses, including the cost of print, copy, overnight/expedited shipping, telephone charges and other non-labor related expenses paid by SCO to others on behalf of the Client, shall be billed at the cost of the charge or fee plus fifteen percent (15%) handling and accounting. Mileage will be billed at the current Federal Standard Mileage Rate for Business. The current rate is \$0.70 per mile. These costs are not included in the Agreement.

Blueprints, plotting and color and black-and-white laser printing and copy reproductions will be charged on a per sheet basis. These services will be provided either in-house or through local vendors and billed at local, competitive printing rates.

Extra Services – Additional costs and services may be deemed necessary and/or required as the project proceeds. Extra Services will be billed on a time and materials basis in addition to the Basic Services described in the Agreement.

Invoicing – Unless stated to the contrary, SCO's services will be billed bi-weekly with the full amount due and payable ten (10) days from the date of invoicing and accounts are subject to finance charges after that period. This charge is computed at an annual percentage rate of eighteen percent (18%) (a periodic monthly rate of 1.5%) on the total past due balance. Payment hereafter shall first be applied to accrued interest and then to the unpaid principal. NOTE: Payment shall not be contingent upon the Client's ability to secure/obtain financing.

Suspension of Services – If the Client fails to make payments when due or otherwise is in breach of this Agreement; SCO may suspend performance of services upon five (5) calendar days' notice to the Client. SCO shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

Set-Offs, Back-charges, Discounts – Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party.

Sub-consultants – Unless stated to the contrary, the Agreement does not include any sub-consultant services. The agency(ies) having jurisdiction over the project may require a biological inventory, a cultural resources (archaeological) study, soils engineering, economic analyses, noise analyses, percolation and mantle tests, a well driller's report and/or sewage disposal testing. SCO will obtain quotations on the Client's behalf for these services.

Sub-consultant charges incurred in the research and development of proposals shall be charged upon authorization to proceed by the Client. All materials and information generated shall be immediately incorporated into the file.

Public Hearings – Due to the potential for controversy in many land use projects, not included in the Agreement, unless stated to the contrary, is the cost of SCO attending staff meetings and/or public hearings following project submittal to the agency(ies) having jurisdiction over the project. Attendance at such staff meetings and/or public hearings will be billed on a time and materials basis. If any controversy arises from public opposition or if agency staff requires additional information beyond that outlined in the Agreement, SCO will bill those services and any materials required to generate that information on a time and materials basis.

Condominiums – The Client acknowledges the risks to SCO inherent in condominium projects and the disparity between SCO's fee and SCO's potential liability for problems or alleged problems with such condominium projects. Therefore, the Client agrees, to the fullest extent permitted by law, to indemnify and hold SCO and SCO's officers, partners, employees and sub-consultants harmless from any and all claims, liabilities, losses and costs, including reasonable attorneys' fees and costs of defense, arising or allegedly arising from the services performed under this Agreement, except for SCO's sole negligence or willful misconduct.

Opinions of Probable Cost – In providing opinions of probable construction cost, the Client understands that SCO has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of SCO's qualifications and experience. SCO makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Limit of Liability – To the fullest extent permitted by law, the total liability in the aggregate of SCO and its engineers, officers, directors, employees, agents, independent professional associates and consultants and any of them to the Client and anyone claiming by, through or under the Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to services provided by SCO or its engineers, officers, directors, employees, agents, independent professional associates or consultants, the project or the Agreement from any cause or causes whatsoever, including, but not limited to, the negligence, errors, omissions, strict liability or breach of contract of SCO or its engineers, officers, directors, employees, agents, independent professional associates or consultants or any of them shall not exceed the total compensation received by SCO under the Agreement.

It is understood that any and all professional liabilities incurred by SCO throughout the course of rendering professional services on this project shall be limited to a maximum of the net fee received by SCO, not including reimbursable expenses and sub-consultant fees, for all services rendered on the project. It is understood and agreed that the liability of SCO is limited to the accuracy of survey elements and to the validity of the interpretations of survey data.

The services SCO provides will be performed in a manner consistent with that degree of care as ordinarily exercised by similarly situated engineers currently practicing under similar circumstances. No warranty or guarantee is included or intended in this Agreement or instruments of its services.

Arbitration – Any controversy or claim arising out of or relating to the Agreement or the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment, upon the award rendered thereby, may be entered in any court having jurisdiction thereof.

Timing – Because of substantial costs incurred by SCO to stop and restart a project once it is under way, should this project's progress be halted at any time for thirty (30) or more days by the Client, for any reason, a project restart fee of ten percent (10%) of the Agreement price or ten percent (10%) of the total fee earned to date, whichever is greater, will be immediately due and payable to SCO.

Ownership of Drawings and Specifications – Ownership of drawings and specifications, as instruments of service, is that of SCO, whether the work for which they are made is executed or not.

Miscellaneous – The Client acknowledges that it has secured legal rights to the property upon which the project will be built. The Client further acknowledges that non-payment of fees owed under this Agreement will result in a mechanics' lien being placed on the property upon which the project is/will be located.

The Client's obligation to pay for work covered under the Agreement is in no way dependent upon the Client's ability to obtain original financing or reimbursement for charges from another agency and is the Client's sole responsibility.

*** End **



April 15, 2025

Russell Davidson
Russell Davidson Architecture
149 Crown Point Ct., Suite C
Grass Valley, CA 95945
(530) 264-5559 x 101
russ@davidsonarch.com

Re: Proposal for Mechanical, Electrical and Plumbing design and Title 24 calculations and reports for the Nevada City School of the Arts Building 2 at 13022 Bitney Springs Rd., Nevada City, CA.

Our Understanding: Based on the information emailed to our office on 02-07-24 by Russell Davidson this project comprises the complete remodel of the $\pm 5,160$ SF Building 2. We assume a kitchen consultant will be on the team.

Inclusions:

- (1) Initial site visit to survey existing conditions (completed).
- Mechanical/HVAC design suitable for permitting.
- Electrical design suitable for permitting.
- Plumbing design suitable for permitting.
- Title 24 Energy Calculations and Documentation.
- Resolution of plan check comments caused by OEFC, if any.

Excluded but Available:

- Additional site visits/ meetings away from OEFC's office in Rocklin, CA, if required by others.
- Design for DSA (Division of the State Architect)
- Demolition plans.
- Record drawings (aka "as-builts").
- Design of communication systems such as phone, data, etc., other than showing symbols for connections on plans.
- Parking outdoor lighting design beyond building-mounted fixtures.
- Lighting control panel (LCP) design. (If needed, LCP will be generically selected by OEFC, but final selection and detail design is design-build by the installing contractor.)
- LEED® support, utility rebate support.
- Solar hot water or solar electric design.
- 3D Model Coordination.
- Construction administration services (available at hourly rates).

Excluded and not Available from OEFC:

- Controls design
- Fire sprinkler design
- Acoustical design/analysis - We do not represent ourselves as acoustical engineers. As such, although we will make every effort to use practical engineering design to mitigate sound transmission due to mechanical systems, we recommend that areas of high sensitivity be reviewed by an acoustical engineer.

Deliverables: Plans suitable for permitting in electronic (PDF) format .

- HVAC Design
- Plumbing Design
- Electrical Design
- Utility Services
- Energy Audits
- Title 24 Calculations & Reports
- Energy Management & Expense Reduction

Information Required:

- Architectural backgrounds in CAD format.
- Any client preferences.
- Equipment lists and cut-sheets for any non-standard equipment requiring mechanical, electrical or plumbing service.

Fee: \$25,000 (Twenty-Five Thousand).

Payment Schedule:

With signed agreement	20%	\$5,000
Upon submittal of construction documents to client	80%	\$20,000
Total	100%	\$25,000

Extra Work: If client requires extra services in addition to the above then OEFC will provide a separate proposal for those services, or proceed per hourly rates if approved by client.

Termination of Contract: Client or OEFC may terminate this contract in whole, or in part, for the convenience of Client or OEFC when both parties agree that the continuation of this agreement is not in the best interest of both parties. Upon termination for convenience, Client shall pay OEFC for work completed and expenses incurred.

Resolution of Disputes: The parties specifically agree that any dispute concerning the interpretation or enforcement of this agreement, or arising from above said work, that cannot be amicably resolved without court intervention, in the event of litigation, exclusive jurisdiction shall vest in a state court for Placer County, California. OEFC and client agree that OEFC will not be liable for consequential damages, if any, incurred to client's process or products from use or misuse of MEP systems designed by OEFC pursuant to this agreement.

Attorney Fees: If any Party brings an action or proceeding to enforce the terms hereof, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to obtain its reasonable attorney fees and costs from the other Party. The term "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought.

If this agreement meets with your approval then please sign below and return a copy to me, or attach a copy of this agreement to your purchase order, or otherwise let me know how you would like to proceed.

Thank you very much,




Steve Wisniewski, P.E., C.E.M., Licensed Mechanical Engineer #M32225

Cell: 916-300-6409

spw@oefcinc.com

Agreed to:

By: 	By:
Steven P. Wisniewski, Optimized Energy & Facilities Consulting, Inc. ("OEFC")	Russell Davidson, Russell Davidson Architecture ("Client")

Re: Proposal for Mechanical, Electrical and Plumbing design and Title 24 calculations and reports for the Nevada City School of the Arts Building 2 at 13022 Bitney Springs Rd., Nevada City, CA.



April 15, 2025

Russell Davidson
Russell Davidson Architecture
149 Crown Point Ct., Suite C
Grass Valley, CA 95945
(530) 264-5559 x 101
russ@davidsonarch.com

Re: Proposal for Mechanical, Electrical and Plumbing design and Title 24 documentation for the Nevada City School of the Arts Building 4 at 13032 Bitney Springs Rd., Nevada City, CA.

Our Understanding:

- Based on the information emailed to our office on 02-07-24 by Russell Davidson this project comprises the complete remodel of the ±31,000 SF Building 4.
- Design includes warming kitchens, but excludes commercial kitchens.

Inclusions:

- (1) Initial site visit to survey existing conditions (completed).
- Mechanical/HVAC design suitable for permitting.
- Electrical/lighting design suitable for permitting.
- Plumbing design suitable for permitting.
- Title 24 Energy Calculations and Documentation.
- Resolution of plan check comments caused by OEFC, if any.

Excluded but Available:

- Additional site visits/ meetings away from OEFC's office in Rocklin, CA, if required by others.
- Design for DSA (Division of the State Architect)
- Demolition plans.
- Record drawings (aka "as-builts")
- Design of communication systems such as phone, data, etc., other than showing symbols for connections on plans.
- Parking outdoor lighting design beyond building-mounted fixtures.
- Lighting control panel (LCP) design. (If needed, LCP will be generically selected by OEFC, but final selection and detail design is design-build by the installing contractor.)
- LEED® support, utility rebate support.
- Solar hot water or solar electric design.
- Design for commercial kitchen.
- 3D Model Coordination.
- Construction administration services (available at hourly rates).

Excluded and not Available from OEFC:

- Controls design
- Fire sprinkler design
- Acoustical design/analysis - We do not represent ourselves as acoustical engineers. As such, although we will make every effort to use practical engineering design to mitigate sound transmission due to mechanical systems, we recommend that areas of high sensitivity be reviewed by an acoustical engineer.

Deliverables: Plans suitable for permitting in electronic (PDF) format .

- HVAC Design
- Plumbing Design
- Electrical Design
- Utility Services
- Energy Audits
- Title 24 Calculations & Reports
- Energy Management & Expense Reduction

Information Required:

- Architectural backgrounds in CAD format.
- Any client preferences.
- Equipment lists and cut-sheets for any non-standard equipment requiring mechanical, electrical or plumbing service.

Fee: \$61,000 (Sixty-One Thousand). This fee includes the initial \$3,000 site investigation, which is complete and ready to be invoiced.

Payment Schedule:

For initial site investigation		\$3,000
With signed agreement (from remainder after site investigation)	20%	\$11,600
Upon submittal of construction documents to client (from remainder after site investigation)	80%	\$46,400
Total	100%	\$61,000

Extra Work: If client requires extra services in addition to the above then OEFC will provide a separate proposal for those services, or proceed per hourly rates if approved by client.

Termination of Contract: Client or OEFC may terminate this contract in whole, or in part, for the convenience of Client or OEFC when both parties agree that the continuation of this agreement is not in the best interest of both parties. Upon termination for convenience, Client shall pay OEFC for work completed and expenses incurred.

Resolution of Disputes: The parties specifically agree that any dispute concerning the interpretation or enforcement of this agreement, or arising from above said work, that cannot be amicably resolved without court intervention, in the event of litigation, exclusive jurisdiction shall vest in a state court for Placer County, California. OEFC and client agree that OEFC will not be liable for consequential damages, if any, incurred to client's process or products from use or misuse of MEP systems designed by OEFC pursuant to this agreement.

Attorney Fees: If any Party brings an action or proceeding to enforce the terms hereof, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to obtain its reasonable attorney fees and costs from the other Party. The term "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought.

If this agreement meets with your approval then please sign below and return a copy to me, or attach a copy of this agreement to your purchase order, or otherwise let me know how you would like to proceed.

Thank you very much,



Steve Wisniewski, P.E., C.E.M., Licensed Mechanical Engineer #M32225

Cell: 916-300-6409

spw@oefcinc.com

Agreed to:

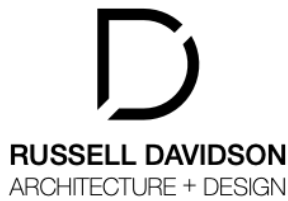
By: 

Steven P. Wisniewski, Optimized Energy & Facilities Consulting, Inc. ("OEFC")

By:

Russell Davidson, Russell Davidson Architecture ("Client")

Re: Proposal for Mechanical, Electrical and Plumbing design and Title 24 documentation for the Nevada City School of the Arts Building 4 at 13032 Bitney Springs Rd., Nevada City, CA.



AGREEMENT BETWEEN OWNER AND ARCHITECT

AGREEMENT made as of 2025-04-18

Between the CLIENT: Nevada City School of the Arts
13032 Bitney Springs Rd
Nevada City, CA 95959

And the ARCHITECT: Russell Davidson Architecture + Design
149 Crown Point Ct. Suite C
Grass Valley, CA 95945
License: C-36895

Project Location: 13032 Bitney Springs Rd
Building 2
Nevada City, CA 95959

For the following PROJECT: Building 2 project involves the comprehensive renovation of an existing 5,250 square foot, single-story structure. The building will be converted from an existing school theatre and offices to a cafeteria and commercial kitchen. Work will include:

- Renovation to existing electrical/lighting and plumbing as needed.
- Reconfiguration of interior spaces to accommodate kitchen and cafeteria.
- Modifications to paths of travel and ADA upgrades.
- Coordination with kitchen consultant.

The CLIENT and the ARCHITECT agree as set forth below:



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ARTICLE 1
ARCHITECT'S BASIC SERVICES

A. AS-BUILT DRAWINGS & PRE-DESIGN PHASE

1. Project Initiation

- 1.1. Review applicable codes pertaining to the proposed Project design.
- 1.2. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 1.3. Based on topography data and building plans provided by the Owner, input into computer and develop existing conditions base for the Schematic Design Phase. Perform building measurements if no plans are provided by the Owner.
- 1.4. Administer Project as required to coordinate work with the Owner and among Consultants.
- 1.5. Prepare detailed room/space data sheets for new and renovated rooms, which outline the requirements for each room listed in the program space summary. Room data sheets shall indicate the detailed requirements for each room, including, but not limited to:
 - 1.5.1. Room requirements, such as assignable square footage (ASF), the number of rooms, occupancy loads, special ceiling height requirements, access constraints, security, hours of use, required adjacencies to other program rooms/spaces, and other physical necessary requirements.
 - 1.5.2. Services, such as: fire protection requirements, ventilation, exhaust, filtration, power, telecommunications, audio visual, emergency power, sinks, floor drains, water, compressed air, natural gas, and other infrastructure needs for future expansion of services and environmental requirements.
 - 1.5.3. Fixtures, finishes, and equipment (FF&E) needs

B. SCHEMATIC DESIGN PHASE

Upon Client's acceptance of Architect's work in the previous phase, Architect shall prepare for the Client's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follow:

1. Architectural

- 1.1. If needed, demolition plans with basic keynotes.
- 1.2. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
- 1.3. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- 1.4. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
- 1.5. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- 1.6. Preliminary code analysis & fire & life safety plans. Identify code requirements, including occupancy classification(s), building occupant loads, type of construction.

2. Structural

- 2.1. Layout structural systems with dimensions and floor elevations. Identify structural systems with preliminary sizing identified.
- 2.2. Identify foundation systems with preliminary sizing identified.

C. DESIGN DEVELOPMENT PHASE

Upon Client's acceptance of Architect's work in the previous phase and assuming Client has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:



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1. Architectural

- 1.1. Preliminary fire & life safety plans. Identify code requirements, including, but not limited to: occupancy classification(s) and occupant loads, type of construction, front, rear, and side-yard requirements, means of egress, rated corridors, required exits, area separation walls, areas of refuge, proposed hydrant locations, fire truck access, and other fire and Life Safety features required as a result of developing design strategy.
- 1.2. Scaled, dimensioned floor plans with final room locations including all openings.
- 1.3. Building sections showing dimensional relationships, materials and component relationships.
- 1.4. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
- 1.5. Basic exterior wall assemblies and interior wall types proposed.
- 1.6. Enlarged plan areas for special use areas.
- 1.7. Preliminary door, frame, and window schedules
- 1.8. Roof plans with proposed drain locations
- 1.9. Floor plans identification all fixed and movable equipment.
- 1.10. Interior finishes identified and located within the rooms of all buildings.
- 1.11. Site plan with hardscape, landscape areas, steps, stairs, and ramps completely drawn with beginning notes and dimensions including grading and paving.
- 1.12. Preliminary development of details and large scale blow-ups.
- 1.13. Legend showing all symbols used on drawings.
- 1.14. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - 1.14.1. Light fixtures
 - 1.14.2. Ceiling registers or diffusers.
 - 1.14.3. Access panels.

2. Structural

- 2.1. Structural drawings with all major members located and sized.
- 2.2. Establish final building and floor elevations, showing depressed slab areas, elevator pits, and raised curb locations.
- 2.3. Identify foundation requirements (including fill requirement), with associated soil pressure. Coordinate with under slab utilities.

D. CONSTRUCTION DOCUMENTS PHASE

Upon Client's acceptance of Architect's work in the previous Phase and assuming Client has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

Construction Documents:

1. Architectural:

- 1.1. Site plan complete showing limits of work, all hardscape and landscape areas, ADA path of travel, fencing, and other site improvements, coordinated with Civil, Landscape, and electrical site lighting/power plans.
- 1.2. Demolition plans complete with keynotes showing existing site and building elements that are to be removed and/or protected and to remain, or items to be salvaged and delivered to the Client.
- 1.3. Floor plans, elevations, and sections with all notes, symbols, and detail/ section call-outs coordinated.
- 1.4. Architectural details and large blow-ups completed.
- 1.5. Finish, door & hardware, and window types and schedules completed, including all details.
- 1.6. Interior elevations with cabinetry.
- 1.7. Fixed equipment details and identification.
- 1.8. Reflected ceiling plans, finishes and heights, and coordinated with Structural, MEP.
- 1.9. Specification sections complete and coordinated with products, materials, equipment, and components shown on the plans and schedules.
- 1.10. Any other plans as needed to convey Architectural scope of work.



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2. Structural:

- 2.1. Structural calculations completed.
- 2.2. Specification sections complete and coordinated with plans.

3. Electrical:

- 3.1. Provide one site visit to determine existing electrical distribution system.
- 3.2. Determine adequacy of existing electrical service.
- 3.3. Locate & circuit new receptacles & equipment outlets for new spaces.
- 3.4. Locate & circuit new lighting for new areas.
- 3.5. Size branch circuits & provide updated panel schedules & load calculations.
- 3.6. Provide Title-24 compliant forms.

4. HVAC Construction Documents

- 4.1. HVAC equipment sizing and selection, detailed schedule with performance characteristics and complete system design.
- 4.2. HVAC floor plans, mechanical details, equipment schedule, legends and notes.

5. Plumbing Construction Documents

- 5.1. Supply and wastewater demand calculations.
- 5.2. Supply water piping system sizing and layout, inside building to within 5 feet of building exterior.
- 5.3. Waste and vent piping system sizing and layout, inside building to within 5 feet of building exterior.
- 5.4. Gas pipe sizing and layout, inside building to within 5 feet of building exterior.
- 5.5. All and plumbing system design will be inside building to within 5 feet of building exterior.
- 5.6. Plumbing drawings shall include plumbing floor plans, plumbing details and isometrics, fixture schedule, legends and notes.

6. Title-24 Energy Compliance

- 6.1. Non-Residential Title 24 mechanical compliance documentation for new HVAC equipment.
- 6.2. Heating and cooling load calculations for each zone.

E. CONSTRUCTION ADMINISTRATION PHASE

- 1. Based on the signed contract between the Client and General Contractor, the Architect shall provide the following services during construction.
 - 1.1. The Architect shall attend Project coordination meetings with the Client and the General Contractor as reasonably required and shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in the Terms and Conditions of this agreement, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall recommend the rejection of any work that is not in accordance with the Construction Documents.
 - 1.2. The Architect shall review and take appropriate action in a timely manner on all subcontractors' submittals such as shop drawings, product data and/or samples. The Architect shall prepare supplemental and clarification drawings, as required.



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ARTICLE 2
BASIS OF COMPENSATION

The CLIENT shall compensate the ARCHITECT for the Services provided in accordance with the Terms and Conditions of this Agreement as follows:

1. **Architectural services shall be as a fixed fee with consultant fees will be billed in addition to the Architectural fees. Billing shall be monthly and at phase completion.**
2. An initial payment of **\$11,200** shall be paid to the Architect and credited toward the Client's first bill.

Architectural Fees		
Pre-Design & Existing Conditions	Fixed Fee	\$4,800.00
Schematic Design	Fixed Fee	\$9,000.00
Design Development	Fixed Fee	\$15,000.00
Construction Documents	Fixed Fee	\$18,000.00
Permitting & Bidding	Fixed Fee	\$4,200.00
Construction Administration	Hourly - Not to Exceed	\$9,000.00
		\$60,000.00
Consultant Fees		
Structural Engineering	Fixed Fee	\$4,400.00
MEP Engineering and Energy Calculations	Fixed Fee	\$27,500.00
Civil Engineering	Fixed Fee	\$10,670.00
Commercial Kitchen Consultant	To Be Determined	\$0.00
Cost Estimating	To Be Determined	\$0.00
		\$42,570.00

Total **\$102,570.00**

1. The following is work not included in the above fee estimate:
 1. Security system design (to be design-build)
 2. Furniture selection/specification
 3. Hazardous material surveys
 4. Value engineering studies
 5. Renderings/animations



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6. Physical models
 7. Acoustical studies
 8. Payment of fees to jurisdiction
 9. Any service not specifically included herein.
2. Refer to consultant agreements for additional exclusions.
3. ADDITIONAL SERVICES not covered by the Architect's Basic Services described above, changes to drawings requested by the CLIENT which are different from approvals given, and Reimbursable Expenses will be charged in addition to the fee for Basic Services. These additional fees will be charged based on the Architect's hourly fee as outlined by the Standard Terms And Conditions For Architectural Services, attached.

CLIENT'S ACCEPTANCE

CLIENT

Date

ARCHITECT'S ACCEPTANCE

ARCHITECT

Date

LETTER AGREEMENT TERMS AND CONDITIONS FOR ARCHITECTURAL SERVICES

This LETTER AGREEMENT Terms and Conditions is part of the LETTER AGREEMENT, between the CLIENT and ARCHITECT, dated 2025-04-18.

I. ADDITIONAL DEFINITIONS:

1. **Contract Documents:** The CONTRACT DOCUMENTS consist of the agreement, conditions of the contract (general, supplementary and other conditions), drawings, specifications, addenda issued prior to execution of the LETTER AGREEMENT, other documents and modifications issued after execution of the LETTER AGREEMENT.
2. **Instruments of Service:** INSTRUMENTS OF SERVICE are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by ARCHITECT and ARCHITECT'S consultants under this LETTER AGREEMENT. INSTRUMENTS OF SERVICE may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

II. ARCHITECT'S RESPONSIBILITIES

1. a. **Basic Service:** The basic services provided by ARCHITECT shall be set forth in the LETTER AGREEMENT approved by CLIENT. Services requested by CLIENT, which are not set forth in the basic services, shall be paid for by CLIENT as additional services, in accordance with the labor fee schedule. Additional services include, but are not limited to, changes in the scope or detail of the work made at the request of CLIENT; services made necessary by unforeseen conditions not disclosed to ARCHITECT before entering into this LETTER AGREEMENT; services as a witness in connection with litigation, mediation, or other proceedings against persons other than ARCHITECT; and any other service performed by ARCHITECT not reasonably within the basic service envisioned at the time of entering into this LETTER AGREEMENT.
- b. **Governing Agreement:** Where a provision of the governing prime agreement, if applicable, is inconsistent within this LETTER AGREEMENT, this LETTER AGREEMENT shall govern.
2. **Standard of Care and Compliance with Laws:**
 - a. ARCHITECT'S services shall be provided consistent with, and limited to, the standard of care applicable to such services, which is that ARCHITECT shall provide its services consistent with the professional skill and care ordinarily provided by ARCHITECTs practicing in the same or similar locality under the same or similar circumstances.
 - b. ARCHITECT shall exercise due and reasonable professional care in observing those non-conflicting federal, state and local codes, standards, statutes and regulations ("Codes") applicable at the time ARCHITECT renders service. It is understood, however, that various Codes are subject to varying and sometimes contradictory interpretation. ARCHITECT shall exercise its professional skill and care consistent with, and limited to, the generally accepted standard of care to provide a design that complies with such Codes.

The Americans with Disabilities Act, or the Fair Housing Amendments Act, or related federal "accessibility" laws and regulations (collectively "Acts") are not detailed building codes. The requirements of the Acts are general in nature and open to differing interpretations. ARCHITECT will design the PROJECT in a manner consistent with the intent of the Acts, and ARCHITECT shall comply with building codes and the standard of care in responding to the requirements of the Acts, but does not warrant or guarantee that the PROJECT will satisfy all possible interpretations or applications of the Acts.



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ARCHITECT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the PROJECT.

No warranty or guarantee of performance is intended in connection with ARCHITECT'S services under this LETTER AGREEMENT. Accordingly, CLIENT should prepare and plan for clarifications and modifications which may impact both the cost and schedule of the PROJECT.

3. Budget and Costs:

When included in ARCHITECT'S scope of services, opinions or estimates of probable construction cost are prepared on the basis of ARCHITECT'S experience and qualifications and represent ARCHITECT'S judgment as a professional, generally familiar with the industry. However, since ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, ARCHITECT cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from ARCHITECT'S opinions or estimates of probable construction cost.

4. (IF APPLICABLE) Coordination with CLIENT Consultants: CLIENT shall retain and pay for the services of its consultants. ARCHITECT will coordinate its work with the work to be undertaken by contractor and CLIENT'S consultants to the extent that ARCHITECT'S drawings and specifications are compatible with the design concept. ARCHITECT shall not be responsible for the technical adequacy or accuracy of the professional services rendered by CLIENT'S consultants nor shall ARCHITECT be responsible for the technical adequacy, accuracy or operation of the design-build work and related documents and shop drawings provided by CLIENT'S contractor. However, ARCHITECT is authorized to direct any work that is prepared by CLIENT'S consultants to be consistent with ARCHITECT'S work. Further, ARCHITECT shall not be responsible for CLIENT'S consultants' nor CLIENT'S contractor's failure to perform its respective services in a timely manner.

5. Construction Observation:

ARCHITECT shall provide construction phase services exceeding the limits set forth below as additional services. When the limits below are reached, ARCHITECT shall notify CLIENT:

1. (20) reviews of shop drawing, product data item, sample and similar submittals of the contractor;
2. (10) visits to the site by ARCHITECT over the duration of the PROJECT during construction;
3. (20) requests for information

CLIENT has not retained ARCHITECT to make detailed inspections or to provide exhaustive or continuous project review and observation services. ARCHITECT does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the PROJECT.

6. Submittals: DESIGN PROFESSIONAL shall receive submittals of others, including shop drawings, product data and samples from contractor, and shall promptly review and take other appropriate action on them, but only shall review same for general conformity with the design concept of the PROJECT and the general intent of the contract documents. Shop drawings, samples, and other submission reviews by ARCHITECT shall not include checking of specifics, dimensions or openings for potential conflict. ARCHITECT, CLIENT, and contractor shall develop a list of the number and kind of anticipated submissions prior to the start of construction. ARCHITECT'S review of a specific item shall not indicate approval of an assembly of which the item is a component.

7. Delay: ARCHITECT shall not be responsible for delays caused by factors beyond ARCHITECT'S reasonable control, including but not limited to delays caused because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including but not



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limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of CLIENT to furnish timely information, or approve or disapprove of ARCHITECT'S services or work product, or delays caused by faulty performance by CLIENT or contractors of any level. When such delays beyond ARCHITECT'S reasonable control occur, CLIENT agrees that ARCHITECT shall not be held responsible for damages, nor shall ARCHITECT be deemed in default of this LETTER AGREEMENT.

8. Existing, Differing and Hidden Conditions: CLIENT understands and acknowledges that in the remodeling or rehabilitation of existing structures, certain design and technical decisions are made based on assumptions that are based upon readily-available documents and visual observations of existing conditions. Unless specifically directed in writing by CLIENT, ARCHITECT shall not perform or have performed any destructive testing or open any concealed portions of the PROJECT in order to ascertain the actual condition. In the event that ARCHITECT'S assumptions, made in good faith, prove to be incorrect, CLIENT agrees that ARCHITECT shall not be held responsible for any additional work or costs required to correct any ensuing problems based upon such assumptions. CLIENT further agrees to indemnify, and hold ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, resulting to any and all persons, firms or any other legal entities, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising as a result of concealed or unknown conditions, except where ARCHITECT is found to be solely or actively liable as between the parties hereto as well as between any other persons, firms or legal entities for such damages or losses, by a court or forum of competent jurisdiction.

III. CLIENT'S RESPONSIBILITIES

1. Designated Representative: CLIENT shall designate a representative authorized to act on CLIENT'S behalf with respect to the PROJECT. CLIENT or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by ARCHITECT in order to avoid unreasonable delay in the orderly and sequential progress of ARCHITECT'S services.

2. PROJECT Requirements: CLIENT shall provide or cause others to provide full information regarding requirements for the PROJECT, including CLIENT'S objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements, or cause others to provide full information regarding requirements for the PROJECT, including CLIENT'S objectives, schedule, constraints and criteria.

3. (TO THE EXTENT APPLICABLE) CLIENT'S Consultants: Upon ARCHITECT'S request, CLIENT shall furnish copies of the scope of services in the contracts between CLIENT and its consultants. CLIENT shall furnish the services of consultants other than those designated in this LETTER AGREEMENT, or authorize ARCHITECT to furnish them as an Additional Service, when ARCHITECT requests such services and demonstrates that such services are reasonably required by the scope of the PROJECT. CLIENT shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

4. Notice to ARCHITECT: CLIENT will promptly notify ARCHITECT if CLIENT or CLIENT's consultants or contractor observes or becomes aware of faults or defects in documents prepared by ARCHITECT.

5. PROJECT Budget: CLIENT shall establish and update an overall budget for the PROJECT, including the construction cost, CLIENT'S other costs and reasonable contingencies related to all of these costs which are the responsibility of CLIENT.

IV. OWNERSHIP AND USE OF DOCUMENTS AND DATA

All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by ARCHITECT are ARCHITECT'S INSTRUMENTS OF SERVICE that shall remain ARCHITECT'S property. ARCHITECT shall retain all common law, statutory and other reserved rights, including the copyright thereto. CLIENT agrees not to use ARCHITECT generated documents for marketing purposes, for projects other than the project for which the documents were prepared by ARCHITECT, or for future modifications to this PROJECT, without ARCHITECT'S express written permission. Any reuse or distribution to third parties without such express written permission or PROJECT specific adaptation by ARCHITECT will be at CLIENT'S sole risk and without liability to ARCHITECT. CLIENT shall, to the fullest extent permitted by law, indemnify, and hold harmless ARCHITECT from and against any and all costs, expenses,



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fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

V. RISK ALLOCATION

1. Limitation of Liability: To the extent permitted by law, the total liability, in the aggregate, of ARCHITECT and its employees, officers, directors, members, partners, agents, and consultants, to CLIENT, its subsidiary and/or affiliated companies and its respective employees, officers, directors, members, partners, agents and anyone claiming by, through, or under CLIENT, for any and all injuries, claims, losses, costs, expenses, or damages whatsoever arising out of, resulting from or in any way related to ARCHITECT'S services, the PROJECT or this LETTER AGREEMENT, or any addenda, from any cause or causes whatsoever, including but not limited to, tort (including negligence and professional errors and omissions), strict liability, breach of express or implied contract or warranty shall not exceed a total amount of \$50,000.

2. Waiver of Personal Liability: It is intended by the parties to this LETTER AGREEMENT that ARCHITECT, or its consultant(s), services in connection with the PROJECT shall not subject ARCHITECT or its consultant(s), individual employees, officers or directors to any personal legal exposure for the risks associated with the PROJECT or this LETTER AGREEMENT, or any Addenda. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against ARCHITECT, a California corporation (LLP if Applicable), or its incorporated consultant(s), and not against any of ARCHITECT, or its consultant(s), individual employees, officers or directors.

3. Indemnity:

ARCHITECT agrees to indemnify and hold harmless CLIENT, its officers, directors, partners, employees, and any other entity or person for which ARCHITECT is legally liable, from and against any damages, losses, liabilities, judgments, settlements, expenses and costs (including reasonable and necessary attorneys' fees, costs and expenses recoverable under applicable law), that CLIENT incurs from third party claims, demands, actions, suits or matters connected therewith, to the extent caused by ARCHITECT'S negligent acts, errors or omissions, or willful misconduct, including bodily injury, sickness, disease or death, or physical injury to tangible property in the performance of professional services under this Agreement and any other entity or person for which ARCHITECT is legally liable.

Notwithstanding the foregoing, if ARCHITECT'S obligation to defend, indemnify and hold harmless arises out of ARCHITECT'S performance of services for the Project as a "ARCHITECT," as that term is defined in California Civil Code Section 2782.8, ARCHITECT'S obligation shall be limited in accordance with the provisions of Section 2782.8 as it was in effect as of the date of this Agreement.

ARCHITECT agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Indemnity provision from each and every consultant retained by ARCHITECT.

In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations. ARCHITECT is not obligated to indemnify and hold harmless CLIENT for CLIENT'S active or sole negligence or willful misconduct.

4. Information Provided by CLIENT: ARCHITECT shall be entitled to rely, without liability, on the completeness and accuracy of any and all information and data provided by CLIENT, CLIENT'S consultants and contractors, and information from public records, without the need for independent verification. Notwithstanding the foregoing, ARCHITECT shall use its reasonable judgment and experience in determining whether such reliance is advisable.

5. Back Charges: ARCHITECT shall not be liable for any back charges which result from contractor change orders for increased construction costs. ARCHITECT and CLIENT acknowledge that changes to design during construction are required on most construction projects, and as such, CLIENT and CLIENT'S contractors shall be solely responsible for the cost.



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6. Certification of Liability: ARCHITECT shall not be required to sign any document, no matter by whom requested, that would result in ARCHITECT having to certify, guarantee or warrant the existence of conditions whose existence ARCHITECT cannot ascertain, nor beyond its actual knowledge, contract performance, scope of services and professional discipline. Further, nothing within ARCHITECT'S certification shall relieve any contractor, supplier or third party(ies) involved from its obligation to comply with contracts, plans, specifications or codes.

CLIENT also agrees not to make resolution of any dispute with ARCHITECT or payment of any amount due to ARCHITECT in any way contingent upon ARCHITECT'S signing any such certification.

7. Unauthorized Change to Plans: In the event CLIENT, CLIENT'S contractors or subcontractors, or anyone for whom CLIENT is legally liable, consents to, allows, authorizes, or approves of changes to CONTRACT DOCUMENTS or INSTRUMENTS OF SERVICE, and those changes are not approved in writing by ARCHITECT, CLIENT recognizes that such changes and the results thereof are not the responsibility of ARCHITECT. Therefore, CLIENT agrees to release ARCHITECT from any liability arising from the construction, use, or result of such changes. In addition, CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless ARCHITECT from any damages, liabilities or costs (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities, and costs arising from the willful misconduct, sole or active negligence of ARCHITECT.

8. Job Site Safety: ARCHITECT shall be responsible for the activities of its employees while performing services for CLIENT. ARCHITECT shall not supervise, direct or have control over contractor's work. ARCHITECT shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of contractor. ARCHITECT does not guarantee the performance of the construction contract by contractor and does not assume responsibility for contractor's failure to furnish and perform its work in accordance with CONTRACT DOCUMENTS.

9. Environmental Hazards: ARCHITECT shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the PROJECT site. In the event that ARCHITECT or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of ARCHITECT'S services, ARCHITECT may, at its option and without liability for consequential or any other damages, suspend performance of service on the PROJECT until CLIENT retains appropriate specialist consultant's or contractor's to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

VI. INSURANCE

- 1. Insurance:** Refer to Exhibit A. for ARCHITECT'S business insurance policy coverage.
- 2. ARCHITECT as Additional Insured:** CLIENT agrees to require its contractors and sub-contractors to include ARCHITECT as additional insured on commercial general liability policy(ies) for operations liability coverage. Such additional insured coverage shall be provided by Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured Endorsement CG 2032 0413, or other comparable endorsement.

VII. DISPUTE RESOLUTION

- ARCHITECT and CLIENT ("PARTY" and "PARTIES") agree to attempt to resolve such disputes through a minimum of sixty (60) day period of direct negotiations between the appropriate representatives of each PARTY.
- If direct negotiations are unsuccessful and prior to the initiation of any legal proceedings, the PARTIES to this LETTER AGREEMENT agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this LETTER AGREEMENT to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the PARTIES agree. The PARTIES shall share the mediator's fee and any filing fees equally. The PARTY seeking to initiate mediation shall do so by submitting a formal, written request to the other PARTY to this LETTER AGREEMENT. This section shall survive completion or termination of this LETTER AGREEMENT, but under no circumstances shall either



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PARTY call for mediation of any claim or dispute arising out of this LETTER AGREEMENT after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

3. If the PARTIES do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

VIII. GENERAL PROVISIONS

1. **Suspension of Services:** Services may be suspended in the event of the following:

- a. A substantial failure of performance by either CLIENT or ARCHITECT.
 - b. Any CLIENT'S payment is more than thirty (30) calendar days past due and ARCHITECT shall have no liability to CLIENT for delay or damage caused by CLIENT because of such suspension of services.
1. If the PROJECT is abandoned or suspended in whole or part for more than a cumulative ninety (90) calendar days or indefinitely postponed, either party may terminate this LETTER AGREEMENT and ARCHITECT shall be paid for all services performed prior to termination, reimbursable expenses incurred and costs attributable to termination, including the costs attributable to ARCHITECT'S termination of its consultant agreements.
 2. **Termination:** Either CLIENT or ARCHITECT may terminate this LETTER AGREEMENT upon seven (7) working days' written notice to the other party, with or without cause. Said notice shall be deemed to be effective upon delivery to the other party.

If CLIENT terminates this LETTER AGREEMENT, ARCHITECT shall cease services at the time specified, or, if no time is specified, at the end of the day on the day the notice is received. CLIENT shall pay ARCHITECT for services performed prior to termination, reimbursable expenses incurred and costs attributable to termination, including the costs attributable to ARCHITECT'S termination of its consultant agreements.

2. **Severability of Provisions:** If any provision or portion of this LETTER AGREEMENT is held to be unenforceable by any governmental authority having jurisdiction over it, the validity and enforceability of the remaining portions or provisions shall not be affected. ARCHITECT and CLIENT agree to reform this LETTER AGREEMENT to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

3. **Successors and Assigns:** This LETTER AGREEMENT shall be binding upon and shall inure to the benefit of ARCHITECT and CLIENT and its successors and assigns, but neither ARCHITECT nor CLIENT may assign its obligations or delegate its duties under this LETTER AGREEMENT (including, but not limited to, monies that are due or monies that may be due) without the written consent of the other, which consent shall not be unreasonably withheld.

4. **Third-Party Beneficiaries:** CLIENT and ARCHITECT agree that services performed by ARCHITECT under this LETTER AGREEMENT are solely for the benefit of CLIENT, and are not intended by either CLIENT or ARCHITECT to benefit any other person or entity including, but not limited to, the PROJECT contractor and/or any of its subcontractors. Any such benefit is purely incidental and such other person shall not be deemed a third-party beneficiary of this LETTER AGREEMENT.

5. **Governing Law:** This LETTER AGREEMENT shall be governed in accordance with the laws of the state in which the PROJECT is located, excepting those provisions dealing with conflicts of laws.

6. **Confidential Information:** If ARCHITECT or CLIENT received information specifically designated as "confidential" or "business proprietary," receiving party ("Party") may disclose such information, when required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or if it is reasonably necessary for Party to defend against any suit or claim. Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such



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information as set forth in this provision.

7. Advertising: Unless specifically denied, ARCHITECT has permission from CLIENT to obtain photographs and/or artistic representations of the completed PROJECT for its marketing needs and may place ARCHITECT'S signage upon the PROJECT site during construction.

8. Value Engineering: If a project is value engineered, all such recommendations shall be furnished to ARCHITECT for review and response. If ARCHITECT objects to any recommendations made by the Value Engineering Proposals (VEP), it shall so state in writing to CLIENT, along with the reasons for objecting. If CLIENT disagrees with ARCHITECT'S objections and requires the incorporation of changes in CONTRACT DOCUMENTS, CLIENT agrees, to the fullest extent permitted by law, to waive all claims against ARCHITECT and to indemnify and hold harmless ARCHITECT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by CLIENT. In addition, ARCHITECT shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding or other documents. ARCHITECT shall be compensated as Additional Service for all time spent to prepare for, review and respond to the recommendations of the VEP. ARCHITECT'S time for performance of its services shall be equitably adjusted.

9. Entire LETTER AGREEMENT: This LETTER AGREEMENT represents the entire and integrated LETTER AGREEMENT between CLIENT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This LETTER AGREEMENT may be amended only by written instrument signed by both CLIENT and ARCHITECT.

10. Approval Authority: Neither party will be bound by this LETTER AGREEMENT unless signed by an authorized representative of the party.

EXHIBIT 'A'

ARCHITECT'S BUSINESS INSURANCE COVERAGE

1. ARCHITECT shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the PROJECT is located the following types of insurance for the duration of this LETTER AGREEMENT, unless otherwise stated herein.

2. Professional Liability Insurance Coverage:

Professional Liability Insurance, with prior acts coverage sufficient to cover the services performed under this LETTER AGREEMENT, and policy limits in an amount of \$1,000,000 each claim and \$1,000,000 annual policy period aggregate limit.

ARCHITECT specifically agrees, pursuant to this LETTER AGREEMENT, to the following:

2.1 Waiver of Subrogation Provision: The insurance provided shall waive any rights of recovery against CLIENT because of any payment made to the extent coverage is provided by the policy.

3. Commercial General Liability Insurance Coverage:

Commercial General Liability Insurance (ISO CG 00 01 04 13), or another equivalent occurrence-based policy form, including coverage for bodily injury and property damage liability arising out of premises, operations, completed operations, and products in addition to advertising injury and personal injury liability coverage with a per project limit of:

\$2,000,000 each occurrence
\$4,000,000 general aggregate limit.

ARCHITECT specifically agrees, pursuant to this LETTER AGREEMENT, to the following:



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3.1 Additional Insured Provision: Shall include CLIENT and other additional insured(s) that ARCHITECT agrees in a contract or agreement, to the extent coverage is provided by the policy, caused in whole or in part by ARCHITECT or those acting on ARCHITECT'S behalf.

List Additional Insured Parties: _____

Additional insured coverage shall be provided by a combination of the CG 20 10 12 19 and CG 20 37 12 19 endorsements, or other comparable endorsement(s).

3.2 Primary and Non-Contributory Provision: The insurance provided to any additional insured(s) is primary to other insurance which covers such additional insured as a named insured, and will not share with that other insurance to the extent coverage is provided by the policy.

Primary and Non-contributory coverage shall be provided by CG 20 01 12 19, or other comparable endorsement.

3.3 Waiver of Subrogation Provision: The insurance provided shall waive any rights of recovery against any additional insured(s), because of any payment made to the extent coverage is provided by the policy.

Waiver of Subrogation provision shall be provided by CG 24 04 12 19, or other comparable endorsement.

3.4 Hired and Non-Owned Automobile Liability Coverage: Shall apply with a limit of \$1,000,000 combined single limit for bodily injury and property damage liability arising out of the maintenance or use of any policy covered hired or non-owned automobile by ARCHITECT or ARCHITECT'S employees in the course of ARCHITECT'S business.

3.4.1 Additional Insured: Shall include CLIENT and other additional insured(s), to the extent coverage is provided by the policy, for hired and non-owned automobile liability.

3.4.2 Waiver of Subrogation: The insurance provided shall waive any rights of recovery against any additional insured(s), because of any payment made to the extent coverage is provided by the policy.

4. Commercial Automobile Liability Insurance Coverage:

ARCHITECT agrees to obtain Commercial Automobile liability insurance in compliance with this LETTER AGREEMENT should any motor vehicle be acquired during the term of this LETTER AGREEMENT. Such Commercial Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form (ISO CA 00 01 11 20), Code 1 ("any auto"), or another equivalent occurrence-based policy form.

Hired and non-owned automobile liability insurance is waived if ARCHITECT does not own any motor vehicles and such coverage is provided by a hired and non-owned auto liability endorsement to the Commercial General Liability policy described in 3.0.4.

5. Workers' Compensation and Employers' Liability Insurance Coverage:

Workers' Compensation Insurance covering ARCHITECT'S employees in accordance with statutory requirements of all jurisdiction(s) in which services are being performed and Employers' Liability Insurance in an amount of:

Bodily Injury by Accident:	\$1,000,000	Each Accident
Bodily Injury by Disease:	\$1,000,000	Policy Limit
Bodily Injury by Disease:	\$1,000,000	Each Employee

ARCHITECT specifically agrees, pursuant to this LETTER AGREEMENT, to the following:

5.1 Waiver of Subrogation Provision: The insurance provided shall waive any rights of recovery against CLIENT and other person(s) or organization(s) that ARCHITECT is required by contract or agreement, because of any payment made to the extent coverage is provided by the policy.



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List of Person(s) or Organization(s): _____

Waiver of Subrogation provision shall be provided by WC 04 03 06 (Ed. 4-84) from the Workers' Compensation Insurance Rating Bureau

8. Certificates of Insurance:

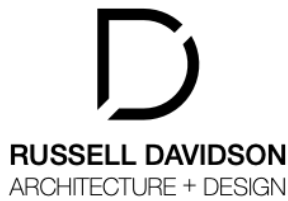
Prior to the commencement of this LETTER AGREEMENT and upon the renewal of any of the insurance policies required hereunder, ARCHITECT shall furnish certificates of insurance to CLIENT as evidence of the insurance listed in Exhibit A.



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EXHIBIT 'B'
SCHEDULE OF RATES

Role	\$ / Hr
Architectural	
Principal	\$170.00
Project Architect	\$150.00
Senior CAD Technician	\$120.00



AGREEMENT BETWEEN OWNER AND ARCHITECT

AGREEMENT made as of 2025-04-18

Between the CLIENT: Nevada City School of the Arts
13032 Bitney Springs Rd
Nevada City, CA 95959

And the ARCHITECT: Russell Davidson Architecture + Design
149 Crown Point Ct. Suite C
Grass Valley, CA 95945
License: C-36895

Project Location: 13032 Bitney Springs Rd
Building 4
Nevada City, CA 95959

For the following PROJECT: Building 4 project involves the comprehensive renovation of an existing 31,000 square foot, two-story structure. The primary goal is to convert the building from its current Business occupancy to a mixed-use Educational and Assembly facility serving the school. Work will include:

- Selective demolition and abatement of hazardous materials (if any)
- Seismic retrofit and structural upgrades, as determined by structural engineer, to comply with current codes for the new occupancy
- New mechanical systems throughout
- Renovation to existing electrical/lighting and plumbing as needed.
- Installation of a new elevator.
- Reconfiguration of interior spaces to accommodate educational and office needs:
 - Classrooms and for various subjects and age groups
 - After care classrooms
 - Performing arts theater with stage and backstage support spaces
 - Multi-purpose assembly space
 - Administrative and faculty offices
 - Restrooms, storage, and utility areas
- Modifications to paths of travel and ADA upgrades
- Design of new interior finishes, fixtures and equipment

The CLIENT and the ARCHITECT agree as set forth below:



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ARTICLE 1
ARCHITECT'S BASIC SERVICES

A. AS-BUILT DRAWINGS & PRE-DESIGN PHASE

1. Project Initiation

- 1.1. Review applicable codes pertaining to the proposed Project design.
- 1.2. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 1.3. Based on topography data and building plans provided by the Owner, input into computer and develop existing conditions base for the Schematic Design Phase. Perform building measurements if no plans are provided by the Owner.
- 1.4. Administer Project as required to coordinate work with the Owner and among Consultants.
- 1.5. Prepare detailed room/space data sheets for new and renovated rooms, which outline the requirements for each room listed in the program space summary. Room data sheets shall indicate the detailed requirements for each room, including, but not limited to:
 - 1.5.1. Room requirements, such as assignable square footage (ASF), the number of rooms, occupancy loads, special ceiling height requirements, access constraints, security, hours of use, required adjacencies to other program rooms/spaces, and other physical necessary requirements.
 - 1.5.2. Services, such as: fire protection requirements, ventilation, exhaust, filtration, power, telecommunications, audio visual, emergency power, sinks, floor drains, water, compressed air, natural gas, and other infrastructure needs for future expansion of services and environmental requirements.
 - 1.5.3. Fixtures, finishes, and equipment (FF&E) needs

B. SCHEMATIC DESIGN PHASE

Upon Client's acceptance of Architect's work in the previous phase, Architect shall prepare for the Client's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follow:

1. Architectural

- 1.1. If needed, demolition plans with basic keynotes.
- 1.2. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
- 1.3. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- 1.4. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
- 1.5. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- 1.6. Preliminary code analysis & fire & life safety plans. Identify code requirements, including occupancy classification(s), building occupant loads, type of construction.

2. Structural

- 2.1. Layout structural systems with dimensions and floor elevations. Identify structural systems with preliminary sizing identified.
- 2.2. Identify foundation systems with preliminary sizing identified.

C. DESIGN DEVELOPMENT PHASE

Upon Client's acceptance of Architect's work in the previous phase and assuming Client has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:



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1. Architectural

- 1.1. Preliminary fire & life safety plans. Identify code requirements, including, but not limited to: occupancy classification(s) and occupant loads, type of construction, front, rear, and side-yard requirements, means of egress, rated corridors, required exits, area separation walls, areas of refuge, proposed hydrant locations, fire truck access, and other fire and Life Safety features required as a result of developing design strategy.
- 1.2. Scaled, dimensioned floor plans with final room locations including all openings.
- 1.3. Building sections showing dimensional relationships, materials and component relationships.
- 1.4. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
- 1.5. Basic exterior wall assemblies and interior wall types proposed.
- 1.6. Enlarged plan areas for special use areas.
- 1.7. Preliminary door, frame, and window schedules
- 1.8. Roof plans with proposed drain locations
- 1.9. Floor plans identification all fixed and movable equipment.
- 1.10. Interior finishes identified and located within the rooms of all buildings.
- 1.11. Site plan with hardscape, landscape areas, steps, stairs, and ramps completely drawn with beginning notes and dimensions including grading and paving.
- 1.12. Preliminary development of details and large scale blow-ups.
- 1.13. Legend showing all symbols used on drawings.
- 1.14. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - 1.14.1. Light fixtures
 - 1.14.2. Ceiling registers or diffusers.
 - 1.14.3. Access panels.

2. Structural

- 2.1. Structural drawings with all major members located and sized.
- 2.2. Establish final building and floor elevations, showing depressed slab areas, elevator pits, and raised curb locations.
- 2.3. Identify foundation requirements (including fill requirement), with associated soil pressure. Coordinate with under slab utilities.

D. CONSTRUCTION DOCUMENTS PHASE

Upon Client's acceptance of Architect's work in the previous Phase and assuming Client has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

Construction Documents:

1. Architectural:

- 1.1. Site plan complete showing limits of work, all hardscape and landscape areas, ADA path of travel, fencing, and other site improvements, coordinated with Civil, Landscape, and electrical site lighting/power plans.
- 1.2. Demolition plans complete with keynotes showing existing site and building elements that are to be removed and/or protected and to remain, or items to be salvaged and delivered to the Client.
- 1.3. Floor plans, elevations, and sections with all notes, symbols, and detail/ section call-outs coordinated.
- 1.4. Architectural details and large blow-ups completed.
- 1.5. Finish, door & hardware, and window types and schedules completed, including all details.
- 1.6. Interior elevations with cabinetry.
- 1.7. Fixed equipment details and identification.
- 1.8. Reflected ceiling plans, finishes and heights, and coordinated with Structural, MEP.
- 1.9. Specification sections complete and coordinated with products, materials, equipment, and components shown on the plans and schedules.
- 1.10. Any other plans as needed to convey Architectural scope of work.



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2. Structural:

- 2.1. Structural calculations completed.
- 2.2. Specification sections complete and coordinated with plans.

3. Electrical:

- 3.1. Provide one site visit to determine existing electrical distribution system.
- 3.2. Determine adequacy of existing electrical service.
- 3.3. Locate & circuit new receptacles & equipment outlets for new spaces.
- 3.4. Locate & circuit new lighting for new areas.
- 3.5. Size branch circuits & provide updated panel schedules & load calculations.
- 3.6. Provide Title-24 compliant forms.

4. HVAC Construction Documents

- 4.1. HVAC equipment sizing and selection, detailed schedule with performance characteristics and complete system design.
- 4.2. HVAC floor plans, mechanical details, equipment schedule, legends and notes.

5. Plumbing Construction Documents

- 5.1. Supply and wastewater demand calculations.
- 5.2. Supply water piping system sizing and layout, inside building to within 5 feet of building exterior.
- 5.3. Waste and vent piping system sizing and layout, inside building to within 5 feet of building exterior.
- 5.4. Gas pipe sizing and layout, inside building to within 5 feet of building exterior.
- 5.5. All and plumbing system design will be inside building to within 5 feet of building exterior.
- 5.6. Plumbing drawings shall include plumbing floor plans, plumbing details and isometrics, fixture schedule, legends and notes.

6. Title-24 Energy Compliance

- 6.1. Non-Residential Title 24 mechanical compliance documentation for new HVAC equipment.
- 6.2. Heating and cooling load calculations for each zone.

E. CONSTRUCTION ADMINISTRATION PHASE

- 1. Based on the signed contract between the Client and General Contractor, the Architect shall provide the following services during construction.
 - 1.1. The Architect shall attend Project coordination meetings with the Client and the General Contractor as reasonably required and shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in the Terms and Conditions of this agreement, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall recommend the rejection of any work that is not in accordance with the Construction Documents.
 - 1.2. The Architect shall review and take appropriate action in a timely manner on all subcontractors' submittals such as shop drawings, product data and/or samples. The Architect shall prepare supplemental and clarification drawings, as required.



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ARTICLE 2
BASIS OF COMPENSATION

The CLIENT shall compensate the ARCHITECT for the Services provided in accordance with the Terms and Conditions of this Agreement as follows:

1. **Architectural services shall be as a fixed fee with consultant fees will be billed in addition to the Architectural fees. Billing shall be monthly and at phase completion.**
2. An initial payment of **\$25,000** shall be paid to the Architect and credited toward the Client's first bill.

Architectural Fees		
Pre-Design & Existing Conditions	Fixed Fee	\$8,500.00
Schematic Design	Fixed Fee	\$30,000.00
Design Development	Fixed Fee	\$49,500.00
Construction Documents	Fixed Fee	\$98,500.00
Permitting & Bidding	Fixed Fee	\$24,500.00
Construction Administration	Hourly - Not to Exceed	\$28,000.00
		\$239,000.00
Consultant Fees		
Structural Engineering	Fixed Fee	\$9,900.00
Structural Engineering - Seismic Analysis	Hourly - Not to Exceed	\$17,600.00
MEP Engineering and Energy Calculations	Fixed Fee	\$63,800.00
Civil Engineering	Fixed Fee	\$25,300.00
Cost Estimating	To Be Determined	\$0.00
		\$116,600.00

Total **\$355,600.00**

1. The following is work not included in the above fee estimate:
 1. Security system design (to be design-build)
 2. Furniture selection/specification
 3. Hazardous material surveys
 4. Value engineering studies
 5. Renderings/animations



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6. Physical models
 7. Acoustical studies
 8. Payment of fees to jurisdiction
 9. Any service not specifically included herein.
2. Refer to consultant agreements for additional exclusions.
3. ADDITIONAL SERVICES not covered by the Architect's Basic Services described above, changes to drawings requested by the CLIENT which are different from approvals given, and Reimbursable Expenses will be charged in addition to the fee for Basic Services. These additional fees will be charged based on the Architect's hourly fee as outlined by the Standard Terms And Conditions For Architectural Services, attached.

CLIENT'S ACCEPTANCE

CLIENT

Date

ARCHITECT'S ACCEPTANCE

ARCHITECT

Date

LETTER AGREEMENT TERMS AND CONDITIONS FOR ARCHITECTURAL SERVICES

This LETTER AGREEMENT Terms and Conditions is part of the LETTER AGREEMENT, between the CLIENT and ARCHITECT, dated 2025-04-18.

I. ADDITIONAL DEFINITIONS:

1. **Contract Documents:** The CONTRACT DOCUMENTS consist of the agreement, conditions of the contract (general, supplementary and other conditions), drawings, specifications, addenda issued prior to execution of the LETTER AGREEMENT, other documents and modifications issued after execution of the LETTER AGREEMENT.
2. **Instruments of Service:** INSTRUMENTS OF SERVICE are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by ARCHITECT and ARCHITECT'S consultants under this LETTER AGREEMENT. INSTRUMENTS OF SERVICE may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

II. ARCHITECT'S RESPONSIBILITIES

1. a. **Basic Service:** The basic services provided by ARCHITECT shall be set forth in the LETTER AGREEMENT approved by CLIENT. Services requested by CLIENT, which are not set forth in the basic services, shall be paid for by CLIENT as additional services, in accordance with the labor fee schedule. Additional services include, but are not limited to, changes in the scope or detail of the work made at the request of CLIENT; services made necessary by unforeseen conditions not disclosed to ARCHITECT before entering into this LETTER AGREEMENT; services as a witness in connection with litigation, mediation, or other proceedings against persons other than ARCHITECT; and any other service performed by ARCHITECT not reasonably within the basic service envisioned at the time of entering into this LETTER AGREEMENT.
- b. **Governing Agreement:** Where a provision of the governing prime agreement, if applicable, is inconsistent within this LETTER AGREEMENT, this LETTER AGREEMENT shall govern.
2. **Standard of Care and Compliance with Laws:**
 - a. ARCHITECT'S services shall be provided consistent with, and limited to, the standard of care applicable to such services, which is that ARCHITECT shall provide its services consistent with the professional skill and care ordinarily provided by ARCHITECTs practicing in the same or similar locality under the same or similar circumstances.
 - b. ARCHITECT shall exercise due and reasonable professional care in observing those non-conflicting federal, state and local codes, standards, statutes and regulations ("Codes") applicable at the time ARCHITECT renders service. It is understood, however, that various Codes are subject to varying and sometimes contradictory interpretation. ARCHITECT shall exercise its professional skill and care consistent with, and limited to, the generally accepted standard of care to provide a design that complies with such Codes.

The Americans with Disabilities Act, or the Fair Housing Amendments Act, or related federal "accessibility" laws and regulations (collectively "Acts") are not detailed building codes. The requirements of the Acts are general in nature and open to differing interpretations. ARCHITECT will design the PROJECT in a manner consistent with the intent of the Acts, and ARCHITECT shall comply with building codes and the standard of care in responding to the requirements of the Acts, but does not warrant or guarantee that the PROJECT will satisfy all possible interpretations or applications of the Acts.



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ARCHITECT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the PROJECT.

No warranty or guarantee of performance is intended in connection with ARCHITECT'S services under this LETTER AGREEMENT. Accordingly, CLIENT should prepare and plan for clarifications and modifications which may impact both the cost and schedule of the PROJECT.

3. Budget and Costs:

When included in ARCHITECT'S scope of services, opinions or estimates of probable construction cost are prepared on the basis of ARCHITECT'S experience and qualifications and represent ARCHITECT'S judgment as a professional, generally familiar with the industry. However, since ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, ARCHITECT cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from ARCHITECT'S opinions or estimates of probable construction cost.

4. (IF APPLICABLE) Coordination with CLIENT Consultants: CLIENT shall retain and pay for the services of its consultants. ARCHITECT will coordinate its work with the work to be undertaken by contractor and CLIENT'S consultants to the extent that ARCHITECT'S drawings and specifications are compatible with the design concept. ARCHITECT shall not be responsible for the technical adequacy or accuracy of the professional services rendered by CLIENT'S consultants nor shall ARCHITECT be responsible for the technical adequacy, accuracy or operation of the design-build work and related documents and shop drawings provided by CLIENT'S contractor. However, ARCHITECT is authorized to direct any work that is prepared by CLIENT'S consultants to be consistent with ARCHITECT'S work. Further, ARCHITECT shall not be responsible for CLIENT'S consultants' nor CLIENT'S contractor's failure to perform its respective services in a timely manner.

5. Construction Observation:

ARCHITECT shall provide construction phase services exceeding the limits set forth below as additional services. When the limits below are reached, ARCHITECT shall notify CLIENT:

1. (30) reviews of shop drawing, product data item, sample and similar submittals of the contractor;
2. (20) visits to the site by ARCHITECT over the duration of the PROJECT during construction;
3. (50) requests for information

CLIENT has not retained ARCHITECT to make detailed inspections or to provide exhaustive or continuous project review and observation services. ARCHITECT does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the PROJECT.

6. Submittals: DESIGN PROFESSIONAL shall receive submittals of others, including shop drawings, product data and samples from contractor, and shall promptly review and take other appropriate action on them, but only shall review same for general conformity with the design concept of the PROJECT and the general intent of the contract documents. Shop drawings, samples, and other submission reviews by ARCHITECT shall not include checking of specifics, dimensions or openings for potential conflict. ARCHITECT, CLIENT, and contractor shall develop a list of the number and kind of anticipated submissions prior to the start of construction. ARCHITECT'S review of a specific item shall not indicate approval of an assembly of which the item is a component.

7. Delay: ARCHITECT shall not be responsible for delays caused by factors beyond ARCHITECT'S reasonable control, including but not limited to delays caused because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including but not



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limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of CLIENT to furnish timely information, or approve or disapprove of ARCHITECT'S services or work product, or delays caused by faulty performance by CLIENT or contractors of any level. When such delays beyond ARCHITECT'S reasonable control occur, CLIENT agrees that ARCHITECT shall not be held responsible for damages, nor shall ARCHITECT be deemed in default of this LETTER AGREEMENT.

8. Existing, Differing and Hidden Conditions: CLIENT understands and acknowledges that in the remodeling or rehabilitation of existing structures, certain design and technical decisions are made based on assumptions that are based upon readily-available documents and visual observations of existing conditions. Unless specifically directed in writing by CLIENT, ARCHITECT shall not perform or have performed any destructive testing or open any concealed portions of the PROJECT in order to ascertain the actual condition. In the event that ARCHITECT'S assumptions, made in good faith, prove to be incorrect, CLIENT agrees that ARCHITECT shall not be held responsible for any additional work or costs required to correct any ensuing problems based upon such assumptions. CLIENT further agrees to indemnify, and hold ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, resulting to any and all persons, firms or any other legal entities, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising as a result of concealed or unknown conditions, except where ARCHITECT is found to be solely or actively liable as between the parties hereto as well as between any other persons, firms or legal entities for such damages or losses, by a court or forum of competent jurisdiction.

III. CLIENT'S RESPONSIBILITIES

1. Designated Representative: CLIENT shall designate a representative authorized to act on CLIENT'S behalf with respect to the PROJECT. CLIENT or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by ARCHITECT in order to avoid unreasonable delay in the orderly and sequential progress of ARCHITECT'S services.

2. PROJECT Requirements: CLIENT shall provide or cause others to provide full information regarding requirements for the PROJECT, including CLIENT'S objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements, or cause others to provide full information regarding requirements for the PROJECT, including CLIENT'S objectives, schedule, constraints and criteria.

3. (TO THE EXTENT APPLICABLE) CLIENT'S Consultants: Upon ARCHITECT'S request, CLIENT shall furnish copies of the scope of services in the contracts between CLIENT and its consultants. CLIENT shall furnish the services of consultants other than those designated in this LETTER AGREEMENT, or authorize ARCHITECT to furnish them as an Additional Service, when ARCHITECT requests such services and demonstrates that such services are reasonably required by the scope of the PROJECT. CLIENT shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

4. Notice to ARCHITECT: CLIENT will promptly notify ARCHITECT if CLIENT or CLIENT's consultants or contractor observes or becomes aware of faults or defects in documents prepared by ARCHITECT.

5. PROJECT Budget: CLIENT shall establish and update an overall budget for the PROJECT, including the construction cost, CLIENT'S other costs and reasonable contingencies related to all of these costs which are the responsibility of CLIENT.

IV. OWNERSHIP AND USE OF DOCUMENTS AND DATA

All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by ARCHITECT are ARCHITECT'S INSTRUMENTS OF SERVICE that shall remain ARCHITECT'S property. ARCHITECT shall retain all common law, statutory and other reserved rights, including the copyright thereto. CLIENT agrees not to use ARCHITECT generated documents for marketing purposes, for projects other than the project for which the documents were prepared by ARCHITECT, or for future modifications to this PROJECT, without ARCHITECT'S express written permission. Any reuse or distribution to third parties without such express written permission or PROJECT specific adaptation by ARCHITECT will be at CLIENT'S sole risk and without liability to ARCHITECT. CLIENT shall, to the fullest extent permitted by law, indemnify, and hold harmless ARCHITECT from and against any and all costs, expenses,



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fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

V. RISK ALLOCATION

1. Limitation of Liability: To the extent permitted by law, the total liability, in the aggregate, of ARCHITECT and its employees, officers, directors, members, partners, agents, and consultants, to CLIENT, its subsidiary and/or affiliated companies and its respective employees, officers, directors, members, partners, agents and anyone claiming by, through, or under CLIENT, for any and all injuries, claims, losses, costs, expenses, or damages whatsoever arising out of, resulting from or in any way related to ARCHITECT'S services, the PROJECT or this LETTER AGREEMENT, or any addenda, from any cause or causes whatsoever, including but not limited to, tort (including negligence and professional errors and omissions), strict liability, breach of express or implied contract or warranty shall not exceed a total amount of \$50,000.

2. Waiver of Personal Liability: It is intended by the parties to this LETTER AGREEMENT that ARCHITECT, or its consultant(s), services in connection with the PROJECT shall not subject ARCHITECT or its consultant(s), individual employees, officers or directors to any personal legal exposure for the risks associated with the PROJECT or this LETTER AGREEMENT, or any Addenda. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against ARCHITECT, a California corporation (LLP if Applicable), or its incorporated consultant(s), and not against any of ARCHITECT, or its consultant(s), individual employees, officers or directors.

3. Indemnity:

ARCHITECT agrees to indemnify and hold harmless CLIENT, its officers, directors, partners, employees, and any other entity or person for which ARCHITECT is legally liable, from and against any damages, losses, liabilities, judgments, settlements, expenses and costs (including reasonable and necessary attorneys' fees, costs and expenses recoverable under applicable law), that CLIENT incurs from third party claims, demands, actions, suits or matters connected therewith, to the extent caused by ARCHITECT'S negligent acts, errors or omissions, or willful misconduct, including bodily injury, sickness, disease or death, or physical injury to tangible property in the performance of professional services under this Agreement and any other entity or person for which ARCHITECT is legally liable.

Notwithstanding the foregoing, if ARCHITECT'S obligation to defend, indemnify and hold harmless arises out of ARCHITECT'S performance of services for the Project as a "ARCHITECT," as that term is defined in California Civil Code Section 2782.8, ARCHITECT'S obligation shall be limited in accordance with the provisions of Section 2782.8 as it was in effect as of the date of this Agreement.

ARCHITECT agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Indemnity provision from each and every consultant retained by ARCHITECT.

In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations. ARCHITECT is not obligated to indemnify and hold harmless CLIENT for CLIENT'S active or sole negligence or willful misconduct.

4. Information Provided by CLIENT: ARCHITECT shall be entitled to rely, without liability, on the completeness and accuracy of any and all information and data provided by CLIENT, CLIENT'S consultants and contractors, and information from public records, without the need for independent verification. Notwithstanding the foregoing, ARCHITECT shall use its reasonable judgment and experience in determining whether such reliance is advisable.

5. Back Charges: ARCHITECT shall not be liable for any back charges which result from contractor change orders for increased construction costs. ARCHITECT and CLIENT acknowledge that changes to design during construction are required on most construction projects, and as such, CLIENT and CLIENT'S contractors shall be solely responsible for the cost.



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6. Certification of Liability: ARCHITECT shall not be required to sign any document, no matter by whom requested, that would result in ARCHITECT having to certify, guarantee or warrant the existence of conditions whose existence ARCHITECT cannot ascertain, nor beyond its actual knowledge, contract performance, scope of services and professional discipline. Further, nothing within ARCHITECT'S certification shall relieve any contractor, supplier or third party(ies) involved from its obligation to comply with contracts, plans, specifications or codes.

CLIENT also agrees not to make resolution of any dispute with ARCHITECT or payment of any amount due to ARCHITECT in any way contingent upon ARCHITECT'S signing any such certification.

7. Unauthorized Change to Plans: In the event CLIENT, CLIENT'S contractors or subcontractors, or anyone for whom CLIENT is legally liable, consents to, allows, authorizes, or approves of changes to CONTRACT DOCUMENTS or INSTRUMENTS OF SERVICE, and those changes are not approved in writing by ARCHITECT, CLIENT recognizes that such changes and the results thereof are not the responsibility of ARCHITECT. Therefore, CLIENT agrees to release ARCHITECT from any liability arising from the construction, use, or result of such changes. In addition, CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless ARCHITECT from any damages, liabilities or costs (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities, and costs arising from the willful misconduct, sole or active negligence of ARCHITECT.

8. Job Site Safety: ARCHITECT shall be responsible for the activities of its employees while performing services for CLIENT. ARCHITECT shall not supervise, direct or have control over contractor's work. ARCHITECT shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of contractor. ARCHITECT does not guarantee the performance of the construction contract by contractor and does not assume responsibility for contractor's failure to furnish and perform its work in accordance with CONTRACT DOCUMENTS.

9. Environmental Hazards: ARCHITECT shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the PROJECT site. In the event that ARCHITECT or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of ARCHITECT'S services, ARCHITECT may, at its option and without liability for consequential or any other damages, suspend performance of service on the PROJECT until CLIENT retains appropriate specialist consultant's or contractor's to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

VI. INSURANCE

- 1. Insurance:** Refer to Exhibit A. for ARCHITECT'S business insurance policy coverage.
- 2. ARCHITECT as Additional Insured:** CLIENT agrees to require its contractors and sub-contractors to include ARCHITECT as additional insured on commercial general liability policy(ies) for operations liability coverage. Such additional insured coverage shall be provided by Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured Endorsement CG 2032 0413, or other comparable endorsement.

VII. DISPUTE RESOLUTION

- ARCHITECT and CLIENT ("PARTY" and "PARTIES") agree to attempt to resolve such disputes through a minimum of sixty (60) day period of direct negotiations between the appropriate representatives of each PARTY.
- If direct negotiations are unsuccessful and prior to the initiation of any legal proceedings, the PARTIES to this LETTER AGREEMENT agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this LETTER AGREEMENT to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the PARTIES agree. The PARTIES shall share the mediator's fee and any filing fees equally. The PARTY seeking to initiate mediation shall do so by submitting a formal, written request to the other PARTY to this LETTER AGREEMENT. This section shall survive completion or termination of this LETTER AGREEMENT, but under no circumstances shall either



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PARTY call for mediation of any claim or dispute arising out of this LETTER AGREEMENT after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

3. If the PARTIES do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

VIII. GENERAL PROVISIONS

1. **Suspension of Services:** Services may be suspended in the event of the following:

- a. A substantial failure of performance by either CLIENT or ARCHITECT.
 - b. Any CLIENT'S payment is more than thirty (30) calendar days past due and ARCHITECT shall have no liability to CLIENT for delay or damage caused by CLIENT because of such suspension of services.
1. If the PROJECT is abandoned or suspended in whole or part for more than a cumulative ninety (90) calendar days or indefinitely postponed, either party may terminate this LETTER AGREEMENT and ARCHITECT shall be paid for all services performed prior to termination, reimbursable expenses incurred and costs attributable to termination, including the costs attributable to ARCHITECT'S termination of its consultant agreements.
 2. **Termination:** Either CLIENT or ARCHITECT may terminate this LETTER AGREEMENT upon seven (7) working days' written notice to the other party, with or without cause. Said notice shall be deemed to be effective upon delivery to the other party.

If CLIENT terminates this LETTER AGREEMENT, ARCHITECT shall cease services at the time specified, or, if no time is specified, at the end of the day on the day the notice is received. CLIENT shall pay ARCHITECT for services performed prior to termination, reimbursable expenses incurred and costs attributable to termination, including the costs attributable to ARCHITECT'S termination of its consultant agreements.

2. **Severability of Provisions:** If any provision or portion of this LETTER AGREEMENT is held to be unenforceable by any governmental authority having jurisdiction over it, the validity and enforceability of the remaining portions or provisions shall not be affected. ARCHITECT and CLIENT agree to reform this LETTER AGREEMENT to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

3. **Successors and Assigns:** This LETTER AGREEMENT shall be binding upon and shall inure to the benefit of ARCHITECT and CLIENT and its successors and assigns, but neither ARCHITECT nor CLIENT may assign its obligations or delegate its duties under this LETTER AGREEMENT (including, but not limited to, monies that are due or monies that may be due) without the written consent of the other, which consent shall not be unreasonably withheld.

4. **Third-Party Beneficiaries:** CLIENT and ARCHITECT agree that services performed by ARCHITECT under this LETTER AGREEMENT are solely for the benefit of CLIENT, and are not intended by either CLIENT or ARCHITECT to benefit any other person or entity including, but not limited to, the PROJECT contractor and/or any of its subcontractors. Any such benefit is purely incidental and such other person shall not be deemed a third-party beneficiary of this LETTER AGREEMENT.

5. **Governing Law:** This LETTER AGREEMENT shall be governed in accordance with the laws of the state in which the PROJECT is located, excepting those provisions dealing with conflicts of laws.

6. **Confidential Information:** If ARCHITECT or CLIENT received information specifically designated as "confidential" or "business proprietary," receiving party ("Party") may disclose such information, when required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or if it is reasonably necessary for Party to defend against any suit or claim. Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such



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information as set forth in this provision.

7. Advertising: Unless specifically denied, ARCHITECT has permission from CLIENT to obtain photographs and/or artistic representations of the completed PROJECT for its marketing needs and may place ARCHITECT'S signage upon the PROJECT site during construction.

8. Value Engineering: If a project is value engineered, all such recommendations shall be furnished to ARCHITECT for review and response. If ARCHITECT objects to any recommendations made by the Value Engineering Proposals (VEP), it shall so state in writing to CLIENT, along with the reasons for objecting. If CLIENT disagrees with ARCHITECT'S objections and requires the incorporation of changes in CONTRACT DOCUMENTS, CLIENT agrees, to the fullest extent permitted by law, to waive all claims against ARCHITECT and to indemnify and hold harmless ARCHITECT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by CLIENT. In addition, ARCHITECT shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding or other documents. ARCHITECT shall be compensated as Additional Service for all time spent to prepare for, review and respond to the recommendations of the VEP. ARCHITECT'S time for performance of its services shall be equitably adjusted.

9. Entire LETTER AGREEMENT: This LETTER AGREEMENT represents the entire and integrated LETTER AGREEMENT between CLIENT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This LETTER AGREEMENT may be amended only by written instrument signed by both CLIENT and ARCHITECT.

10. Approval Authority: Neither party will be bound by this LETTER AGREEMENT unless signed by an authorized representative of the party.

EXHIBIT 'A'
ARCHITECT'S BUSINESS INSURANCE COVERAGE

1. ARCHITECT shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the PROJECT is located the following types of insurance for the duration of this LETTER AGREEMENT, unless otherwise stated herein.

2. Professional Liability Insurance Coverage:

Professional Liability Insurance, with prior acts coverage sufficient to cover the services performed under this LETTER AGREEMENT, and policy limits in an amount of \$1,000,000 each claim and \$1,000,000 annual policy period aggregate limit.

ARCHITECT specifically agrees, pursuant to this LETTER AGREEMENT, to the following:

2.1 Waiver of Subrogation Provision: The insurance provided shall waive any rights of recovery against CLIENT because of any payment made to the extent coverage is provided by the policy.

3. Commercial General Liability Insurance Coverage:

Commercial General Liability Insurance (ISO CG 00 01 04 13), or another equivalent occurrence-based policy form, including coverage for bodily injury and property damage liability arising out of premises, operations, completed operations, and products in addition to advertising injury and personal injury liability coverage with a per project limit of:

\$2,000,000 each occurrence
\$4,000,000 general aggregate limit.

ARCHITECT specifically agrees, pursuant to this LETTER AGREEMENT, to the following:



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3.1 Additional Insured Provision: Shall include CLIENT and other additional insured(s) that ARCHITECT agrees in a contract or agreement, to the extent coverage is provided by the policy, caused in whole or in part by ARCHITECT or those acting on ARCHITECT'S behalf.

List Additional Insured Parties: _____

Additional insured coverage shall be provided by a combination of the CG 20 10 12 19 and CG 20 37 12 19 endorsements, or other comparable endorsement(s).

3.2 Primary and Non-Contributory Provision: The insurance provided to any additional insured(s) is primary to other insurance which covers such additional insured as a named insured, and will not share with that other insurance to the extent coverage is provided by the policy.

Primary and Non-contributory coverage shall be provided by CG 20 01 12 19, or other comparable endorsement.

3.3 Waiver of Subrogation Provision: The insurance provided shall waive any rights of recovery against any additional insured(s), because of any payment made to the extent coverage is provided by the policy.

Waiver of Subrogation provision shall be provided by CG 24 04 12 19, or other comparable endorsement.

3.4 Hired and Non-Owned Automobile Liability Coverage: Shall apply with a limit of \$1,000,000 combined single limit for bodily injury and property damage liability arising out of the maintenance or use of any policy covered hired or non-owned automobile by ARCHITECT or ARCHITECT'S employees in the course of ARCHITECT'S business.

3.4.1 Additional Insured: Shall include CLIENT and other additional insured(s), to the extent coverage is provided by the policy, for hired and non-owned automobile liability.

3.4.2 Waiver of Subrogation: The insurance provided shall waive any rights of recovery against any additional insured(s), because of any payment made to the extent coverage is provided by the policy.

4. Commercial Automobile Liability Insurance Coverage:

ARCHITECT agrees to obtain Commercial Automobile liability insurance in compliance with this LETTER AGREEMENT should any motor vehicle be acquired during the term of this LETTER AGREEMENT. Such Commercial Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form (ISO CA 00 01 11 20), Code 1 ("any auto"), or another equivalent occurrence-based policy form.

Hired and non-owned automobile liability insurance is waived if ARCHITECT does not own any motor vehicles and such coverage is provided by a hired and non-owned auto liability endorsement to the Commercial General Liability policy described in 3.0.4.

5. Workers' Compensation and Employers' Liability Insurance Coverage:

Workers' Compensation Insurance covering ARCHITECT'S employees in accordance with statutory requirements of all jurisdiction(s) in which services are being performed and Employers' Liability Insurance in an amount of:

Bodily Injury by Accident:	\$1,000,000	Each Accident
Bodily Injury by Disease:	\$1,000,000	Policy Limit
Bodily Injury by Disease:	\$1,000,000	Each Employee

ARCHITECT specifically agrees, pursuant to this LETTER AGREEMENT, to the following:

5.1 Waiver of Subrogation Provision: The insurance provided shall waive any rights of recovery against CLIENT and other person(s) or organization(s) that ARCHITECT is required by contract or agreement, because of any payment made to the extent coverage is provided by the policy.



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List of Person(s) or Organization(s): _____

Waiver of Subrogation provision shall be provided by WC 04 03 06 (Ed. 4-84) from the Workers' Compensation Insurance Rating Bureau

8. Certificates of Insurance:

Prior to the commencement of this LETTER AGREEMENT and upon the renewal of any of the insurance policies required hereunder, ARCHITECT shall furnish certificates of insurance to CLIENT as evidence of the insurance listed in Exhibit A.



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EXHIBIT 'B'
SCHEDULE OF RATES

Role	\$ / Hr
Architectural	
Principal	\$170.00
Project Architect	\$150.00
Senior CAD Technician	\$120.00



1504 Eureka Road, Suite 370
Roseville, CA 95661
www.ashleyvance.com
(916) 790-3181

April 15, 2025

Project Number: 250602

Russell Davidson
Russell Davidson Architecture
149 Crown Point Ct., Suite C
Grass Valley, CA 95945

Subject: Proposal and Agreement for Structural Engineering Services

NCSA, Building 2
13032 Bitney Springs Road
Nevada City, CA 95959

Dear Russell:

At your request, we are pleased to provide this proposal outlining structural engineering services and associated fees for the subject project, and are excited about the opportunity to be a part of the design team.

Please find enclosed in this proposal the following:

- Section 1: Project Understanding
- Section 2: Scope of Services and Assumptions
- Section 3: Project Fee Summary
- Section 4: Additional Services
- Section 5: Terms and Conditions
- Section 6: Agreement for Structural Engineering Services

If you have any questions regarding the scope, fees, or any other items included in this proposal, please do not hesitate to give me a call.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Mike Simmons', is written over a light blue rectangular background.

Mike Simmons, SE S6016
Ashley & Vance Engineering, Inc.

SECTION 1 — PROJECT UNDERSTANDING

Provide structural engineering plans, details, and calculations for the commercial T.I. of a 5,250 SF single story building (Bldg 2). Building 2 scope includes interior partitions, kitchen hood, and new mechanical units (locations, size, and quantity to be determined). Cut sheets shall be provided to our office for the new equipment and units with all pertinent information, including but not limited to: dimensions, weights, and anchorage layout/configuration. No seismic analysis of the existing structure is anticipated, nor included.

SECTION 2 — SCOPE OF SERVICES AND ASSUMPTIONS

Included in this proposal, Ashley & Vance Engineering, Inc. (as the Consultant) will:

1. **Consult with you** (as the Client, the Project Architect, and Owner's authorized agent), the Owner, other sub-consultants, and the General Contractor.
2. **Perform the required Structural Engineering Calculations**: Calculations shall cover foundation, wall, and roof systems. Calculations shall be performed to satisfy the minimum requirements of the governing building code.
3. **Prepare required Construction Documents (Con-Docs)**: Con-Docs shall consist of structural plans, details, and calculations for the project as described in Section 1, provided on full size set of plans.
4. **Satisfy Building Department Plan Check Corrections**: All Corrections shall be addressed in a timely manner.

Proposal is based on an email from Jeff Hinline of Russell Davidson Architecture + Design on February 28, 2025. The architectural office is to provide electronic base sheets of wall layouts, sections, and elevations. Russell Davidson Architecture + Design is to review and coordinate the work performed by Ashley & Vance Engineering Inc. with that of other consultants.

As the Owner/Owner's authorized agent, you have elected to not obtain a site-specific soils report for this project. As such, the Consultant will be required to perform our analysis based on minimum code values which typically results in a more substantial foundation system. However, if the soils encountered on the site are deemed to pose a special risk, Consultant or the Building Department with governing jurisdiction may require a soils report at a later date. If the soils report requires a foundation system other than as described in Section 1, please contact the Consultant for an updated proposal.

As the Owner/Owner's authorized agent, you have elected not to upgrade the existing lateral resisting system to comply with current codes. Therefore the services, as outlined in this proposal, do not include such a seismic upgrade. By signing this contract, the Owner of the property acknowledges that they understand the risks of not strengthening the existing structure by performing a seismic upgrade and agrees to hold the Consultant harmless of any liability involved with the failure of any part of the structure due to a seismic event. If contract has been signed by the Owner's authorized agent, Owner's authorized agent confirms they have specifically discussed the implications of this decision and are acknowledging the Owner's acceptance of this risk on their behalf. If the Building Department with governing jurisdiction deems a seismic upgrade is required, please contact the Consultant for a new proposal. If contract has been signed by the Owner's authorized agent, Owner's authorized agent confirms they have specifically discussed all the provisions of this contract with the Owner and are acknowledging the Owner's acceptance of all the provisions herein on the Owner's behalf.

SECTION 3 — PROJECT FEE SUMMARY

Construction Documents	\$4,000	Fixed Fee
Total Fixed Fee:	\$4,000	
Payment Schedule	\$1,200	Invoice #1: Upon approval of this agreement
	\$2,800	Invoice #2: Upon completion of design or submission to Building Department, whichever comes first.

The client agrees to reimburse Consultant for all plan production, packaging & shipping costs at a rate of 1.15 times direct cost, payable on a monthly basis as incurred.

All invoices are due and payable upon receipt. We accept the following payment forms: cash, check, ACH, wire, debit and credit cards. Payments made with credit cards are subject to a 3% surcharge. A 1.5% monthly finance charge may be assessed for payments greater than 30 days past due. The Consultant may suspend services until account is brought current.

SECTION 4 — ADDITIONAL SERVICES

Examples of Additional Services include, but are not limited to:

<i>Duplication of Efforts</i>	Revisions to our plans, details, or calculations due to any project revisions.
<i>Additional Scope</i>	Perform work outside of the original Services such as additional structures or elements not in documents specified in Section 2 and provided at the time of this agreement. Structural observations, if required or requested, are not included in Section 2.
<i>Unforeseen Conditions</i>	Unanticipated soils conditions requiring the use of foundation systems that differ from Section 1 (e.g. piles or mat slab) or conflicts with existing facilities.
<i>Plan Check Support</i>	Meetings with Public Agency to expedite plan check responses.
<i>Construction Support and Construction Administration</i>	Assistance provided during the construction phase such as all meetings, site visits, or correspondence via telephone, fax, or email to Requests for Information (RFI's) during construction. Additional examples of assistance include, but are not limited to, evaluation of alternate products or systems, review of testing data and required submittals, shop drawings, temporary shoring, etc. Visits will be billed as Additional Services including travel time to/from our nearest office with a 3 hr. minimum. All such support shall be conducted under the review of the Owner/ Owner's authorized agent.
<i>Structural Observations</i>	Observing specific structural elements during the course of construction as required by the Building Department.
<i>Code Upgrades</i>	Revisions required due to code changes that occur during the course of the project.
<i>Invoice Processing with Additional Client Requests</i>	Office/Clerical time (30 minutes minimum) will be invoiced for submitting invoices via a third-party portal, preparing spreadsheets, notarized documents, or any other additional steps required to receive or process invoices. Any fees for third-party portals will be billed as a reimbursable expense.

Services provided on an hourly basis will be billed on a monthly cycle at the following hourly rates (subject to change):

Principal Engineer	\$225/hr
Senior Engineer	\$195/hr
Project Engineer	\$165/hr
Design Engineer	\$140/hr
Office/Clerical	\$105/hr

SECTION 5 — TERMS AND CONDITIONS

EXPIRATION: This proposal is valid for 60 days from the above date.

STANDARD OF CARE: In rendering these services, the Consultant shall apply the skill and care ordinarily exercised by engineers at the time and place the services are rendered.

STRUCTURAL ENGINEERING SERVICES: The Consultant provides only structural engineering design services. Any non-structural issue (including but not limited to grading, drainage, waterproofing, accessibility, fireproofing etc.) shall need to be addressed by another consultant qualified in the respective field. The work of others is not reviewed, approved or coordinated by the Consultant. The Client acknowledges that issues arising from the work of others (including but not limited to leaks, mold etc.) are non-structural and not the result of services provided by the Consultant. The Client further acknowledges all such non-structural issues are not cause for legal action against the Consultant and agrees to indemnify the Consultant against any lawsuit arising from such allegations.

SUPPORTING DOCUMENTATION: The Client, or the Client's consultants, shall provide all the supporting information and documentation (e.g. CAD base files, renderings, geotechnical investigations, property surveys, reports, as-builts etc.) necessary for performance of the Consultant's services. The Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the Client, other consultants and contractors working on Client's behalf, as well as information from public records, without the need for independent verification.

DOCUMENT OWNERSHIP: All documents including, but not limited to, calculations, computer files, drawings, specifications, and reports (Documents) prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this Project. Said Documents are and shall remain the property of the Consultant. Transmittal of Documents by Consultant or Client to any outside party shall not terminate, waive or dilute the Consultant's ownership of the Documents in any way. Any reuse without prior written approval from the Consultant is prohibited. Any future reuse of Documents, if approved by the Consultant, may be subject to additional fees. Notwithstanding the foregoing, provided the Client substantially performs its obligations under this Agreement, the Consultant grants to the Client a non-exclusive license to use said Documents solely and exclusively for the purposes of constructing, using, maintaining, altering and adding to the Project. In the event, the Client uses the Documents without retaining the Consultant, the Client hereby agrees to release the Consultant from all claims and causes of action arising from such uses and further agrees, to the extent permitted by law, to indemnify and hold harmless the Consultant from all costs and expenses, including cost of defense, related to claims and causes of action asserted by any third person, party or entity to the extent such costs and expenses arise from the Client's unauthorized use of the Documents.

MEANS & METHODS OF CONSTRUCTION: Consultant shall not be responsible for the construction means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the construction team nor shall the Consultant supervise, direct or have control of any aspect of the construction team's work. The Consultant shall not be responsible for the construction team's failure to carry out work in accordance with the approved Contract Documents. Review of submittals by Consultant shall be for general conformance with the information given and design concept expressed in the Contract Documents, and shall not be considered certification of submittals accuracy.

SUCCESSOR AND ASSIGNS: Consultant and Client agree that the services performed by the Consultant pursuant to this Agreement are solely for the benefit of the Client and are not intended by either the Consultant or the Client to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Sub-contractors and other Design Professionals, is benefited by the services performed by the Consultant pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates and sub-consultants as he or she may deem appropriate to assist in the performance of services hereunder.

Furthermore, Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that might, in any way, in the judgment of the Consultant, breach Consultant's contractual or legal obligations.

INDEMNIFICATION: The Client shall indemnify and hold harmless the Consultant and its personnel, from and against all claims, damages, losses and expenses due to negligent acts, errors or omissions arising out of or resulting from the performance of others. The parties expressly agree that this indemnity provision does not include, and in no event shall the Consultant be required to assume, any obligation or duty to defend any claims, causes of action, demands or lawsuits in connection with or arising out of this project or the services rendered by the Consultant. Notwithstanding the foregoing, Consultant has no duty to defend or indemnify Client without a finding of gross negligence/recklessness, or willful misconduct on the part of the Consultant.

FORCE MAJEURE: If the Consultant's performance of the Agreement, or of any obligation hereunder is prevented, restricted or interfered with by reason of fires, equipment breakdown, labor disputes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the Consultant, then the Consultant, without notice to the Client, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference. Notwithstanding the foregoing, the Consultant, at its sole discretion, shall make reasonable efforts to avoid or remove such causes when possible.

LIMITATION OF LIABILITY: In no event will Consultant be liable for punitive, special, incidental, indirect, or consequential damages, including, but not limited to, lost profits, lost income, loss of investment, or other damages, arising from, or in any way related to, the services performed by Consultant under this Agreement. Nothing shall prevent any party to this Agreement from negotiating and expressly agreeing with respect to the allocation, release, liquidation, exclusion, or limitation as between the parties of any liability (a) for design defects, or (b) of the promisee to the promisor arising out of or relating to the construction contract. Therefore, the Consultant's total liability for work performed, which includes any liability for any and all damage related to design defects or any other claim, shall never exceed the total amount paid by the Client for services performed under this Agreement. It is intended that this limitation apply to any and all liability or cause of action described herein, regardless of the legal theory alleged.

INSURANCE: The Consultant carries general liability, professional and worker's compensation insurance. Upon request, certificates will be issued subject to the limitations of the Consultant's insurance carriers, if any.



MEDIATION / DISPUTE RESOLUTION: Client and Consultant agree to mediate any dispute arising under this Agreement. In the event of any dispute, the parties, within thirty (30) days of a written request for mediation, shall attend, in good faith, a mediation in order to make a good faith reasonable effort to resolve any dispute arising under this Agreement. If one party initiates any court, legal, or other action to enforce any obligations under this Agreement without first attempting mediation, that party shall not be entitled to any costs or attorneys' fees as the prevailing party.

ATTORNEY FEES: If the parties become involved in litigation arising out of this Agreement or the performance thereof, the court shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party unless otherwise prohibited herein.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of California.

CORPORATE PROTECTION: Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit arising from the Consultant's services shall be directed and/or asserted only against the Consultant, a corporation in the State of California, and not against any of the Consultant's employees, shareholders, officers or directors.

TERMINATION: This Agreement may be terminated upon 30 days written notice by either party, with or without cause. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses if applicable.

SECTION 6 — AGREEMENT FOR STRUCTURAL ENGINEERING SERVICES

Between Client	Russell Davidson Russell Davidson Architecture 149 Crown Point Ct., Suite C Grass Valley, CA 95945		
Billing Contact	Russell Davidson	Phone	530.913.2370
		Billing Email	russ@davidsonarch.com
And Consultant	Ashley & Vance Engineering, Inc. 1504 Eureka Road, Suite 370 Roseville, CA 95661		
Project Manager	Mike Simmons, SE	Phone	(916) 790-3181 x182
		Email	msimmons@ashleyvance.com
For the Project	NCSA, Building 2 13032 Bitney Springs Road Nevada City, CA 95959		

ACCEPTANCE

Commencement of Structural Engineering services may begin after the receipt of

- This signed proposal
- Referenced documents in Section 2
- Initial payment amount indicated in Section 3
- Required information to be provided by Client in Section 6

Payments shall be sent directly to our San Luis Obispo office:

Ashley & Vance Engineering, Inc.
Attn: Accounting
1229 Carmel Street
San Luis Obispo, CA 93401

I have read the above, Section 1: Project Understanding, Section 2: Scope of Services and Assumptions, Section 3: Project Fee Summary, Section 4: Additional Services, and Section 5: Terms and Conditions, incorporated herein by reference, and agree to the terms and conditions set forth by the Consultant in this Proposal and Agreement, and any pertinent Attachments.

Russell Davidson **(CLIENT)**

Date

Mike Simmons, SE S6016 **(CONSULTANT)**
Ashley & Vance Engineering, Inc

Date



1504 Eureka Road, Suite 370
Roseville, CA 95661
www.ashleyvance.com
(916) 790-3181

April 15, 2025

Project Number: 250603

Russell Davidson
Russell Davidson Architecture
149 Crown Point Ct., Suite C
Grass Valley, CA 95945

Subject: Proposal and Agreement for Structural Engineering Services

NCSA, Building 4
13032 Bitney Springs Road
Nevada City, CA 95959

Dear Russell:

At your request, we are pleased to provide this proposal outlining structural engineering services and associated fees for the subject project, and are excited about the opportunity to be a part of the design team.

Please find enclosed in this proposal the following:

- Section 1: Project Understanding
- Section 2: Scope of Services and Assumptions
- Section 3: Project Fee Summary
- Section 4: Additional Services
- Section 5: Terms and Conditions
- Section 6: Agreement for Structural Engineering Services

If you have any questions regarding the scope, fees, or any other items included in this proposal, please do not hesitate to give me a call.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Mike Simmons', is placed above the printed name.

Mike Simmons, SE S6016
Ashley & Vance Engineering, Inc.

SECTION 1 — PROJECT UNDERSTANDING

Provide structural engineering plans, details, and calculations for the commercial T.I. of a 31,000 SF two-story building at the above-referenced address. Building 4 scope includes dry rot repair of existing framing as required, interior partition walls, and the addition of gypsum board below the office space. A new elevator shall use the existing shaft and shall be designed to utilize the existing shaft and pit. The proposed use of building 4 is for education, which may require a design for risk category 3 and a full building analysis. Architect to review the occupancy to confirm the design risk category for the proposed use. Any analysis for the risk category change shall be performed in the add alternate scope as outlined below. Cut sheets shall be provided to our office for the new equipment and units with all pertinent information, including but not limited to: dimensions, weights, and anchorage layout/configuration. Add Alternate 1: Where a seismic analysis of the building is required based on an increased risk category due to the occupancy change, the building shall be analyzed based on California Existing Building Code (CEBC). Structural engineering plans, details, and calculations shall be provided to comply with the CEBC requirements.

SECTION 2 — SCOPE OF SERVICES AND ASSUMPTIONS

Included in this proposal, Ashley & Vance Engineering, Inc. (as the Consultant) will:

1. **Consult with you** (as the Client, the Project Architect, and Owner's authorized agent), the Owner, other sub-consultants, and the General Contractor.
2. **Perform the required Structural Engineering Calculations**: Calculations shall cover foundation, floor, wall, and roof systems, as well as lateral analysis for wind and seismic forces. Calculations shall be performed to satisfy the minimum requirements of the governing building code.
3. **Prepare required Construction Documents (Con-Docs)**: Con-Docs shall consist of structural plans, details, and calculations for the project as described in Section 1, provided on full size set of plans.
4. **Satisfy Building Department Plan Check Corrections**: All Corrections shall be addressed in a timely manner.

Proposal is based on an email from Jeff Hinline of Russell Davidson Architecture + Design on February 28, 2025. The architectural office is to provide electronic base sheets of wall layouts, sections, and elevations. Russell Davidson Architecture + Design is to review and coordinate the work performed by Ashley & Vance Engineering Inc. with that of other consultants.

As the Owner/Owner's authorized agent, you have elected to not obtain a site-specific soils report for this project. As such, the Consultant will be required to perform our analysis based on minimum code values which typically results in a more substantial foundation system. However, if the soils encountered on the site are deemed to pose a special risk, Consultant or the Building Department with governing jurisdiction may require a soils report at a later date. If the soils report requires a foundation system other than as described in Section 1, please contact the Consultant for an updated proposal.

SECTION 3 — PROJECT FEE SUMMARY

Construction Documents	\$9,000	Fixed Fee
Bldg 4 - Seismic Analysis	\$16,000	Hourly - Not to Exceed
Total Fixed Fee:	\$9,000	
Total Hourly Estimate:	\$16,000	
Payment Schedule	\$3,000	Invoice #1: Upon approval of this agreement
	\$6,000	Invoice #2: Upon completion of design or submission to Building Department, whichever comes first.
	TBD	Invoice #3: Add Alternate 1 invoiced monthly on a time and materials basis.

The client agrees to reimburse Consultant for all plan production, packaging & shipping costs at a rate of 1.15 times direct cost, payable on a monthly basis as incurred.

All invoices are due and payable upon receipt. We accept the following payment forms: cash, check, ACH, wire, debit and credit cards. Payments made with credit cards are subject to a 3% surcharge. A 1.5% monthly finance charge may be assessed for payments greater than 30 days past due. The Consultant may suspend services until account is brought current.

SECTION 4 — ADDITIONAL SERVICES

Examples of Additional Services include, but are not limited to:

<i>Duplication of Efforts</i>	Revisions to our plans, details, or calculations due to any project revisions.
<i>Additional Scope</i>	Perform work outside of the original Services such as additional structures or elements not in documents specified in Section 2 and provided at the time of this agreement. Structural observations, if required or requested, are not included in Section 2.
<i>Unforeseen Conditions</i>	Unanticipated soils conditions requiring the use of foundation systems that differ from Section 1 (e.g. piles or mat slab) or conflicts with existing facilities.
<i>Plan Check Support</i>	Meetings with Public Agency to expedite plan check responses.
<i>Construction Support and Construction Administration</i>	Assistance provided during the construction phase such as all meetings, site visits, or correspondence via telephone, fax, or email to Requests for Information (RFI's) during construction. Additional examples of assistance include, but are not limited to, evaluation of alternate products or systems, review of testing data and required submittals, shop drawings, temporary shoring, etc. Visits will be billed as Additional Services including travel time to/from our nearest office with a 3 hr. minimum. All such support shall be conducted under the review of the Owner/ Owner's authorized agent.
<i>Structural Observations</i>	Observing specific structural elements during the course of construction as required by the Building Department.
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<i>Invoice Processing with Additional Client Requests</i>	Office/Clerical time (30 minutes minimum) will be invoiced for submitting invoices via a third-party portal, preparing spreadsheets, notarized documents, or any other additional steps required to receive or process invoices. Any fees for third-party portals will be billed as a reimbursable expense.

Services provided on an hourly basis will be billed on a monthly cycle at the following hourly rates (subject to change):

Principal Engineer	\$225/hr
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SECTION 5 — TERMS AND CONDITIONS

EXPIRATION: This proposal is valid for 60 days from the above date.

STANDARD OF CARE: In rendering these services, the Consultant shall apply the skill and care ordinarily exercised by engineers at the time and place the services are rendered.

STRUCTURAL ENGINEERING SERVICES: The Consultant provides only structural engineering design services. Any non-structural issue (including but not limited to grading, drainage, waterproofing, accessibility, fireproofing etc.) shall need to be addressed by another consultant qualified in the respective field. The work of others is not reviewed, approved or coordinated by the Consultant. The Client acknowledges that issues arising from the work of others (including but not limited to leaks, mold etc.) are non-structural and not the result of services provided by the Consultant. The Client further acknowledges all such non-structural issues are not cause for legal action against the Consultant and agrees to indemnify the Consultant against any lawsuit arising from such allegations.

SUPPORTING DOCUMENTATION: The Client, or the Client's consultants, shall provide all the supporting information and documentation (e.g. CAD base files, renderings, geotechnical investigations, property surveys, reports, as-builts etc.) necessary for performance of the Consultant's services. The Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the Client, other consultants and contractors working on Client's behalf, as well as information from public records, without the need for independent verification.

DOCUMENT OWNERSHIP: All documents including, but not limited to, calculations, computer files, drawings, specifications, and reports (Documents) prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this Project. Said Documents are and shall remain the property of the Consultant. Transmittal of Documents by Consultant or Client to any outside party shall not terminate, waive or dilute the Consultant's ownership of the Documents in any way. Any reuse without prior written approval from the Consultant is prohibited. Any future reuse of Documents, if approved by the Consultant, may be subject to additional fees. Notwithstanding the foregoing, provided the Client substantially performs its obligations under this Agreement, the Consultant grants to the Client a non-exclusive license to use said Documents solely and exclusively for the purposes of constructing, using, maintaining, altering and adding to the Project. In the event, the Client uses the Documents without retaining the Consultant, the Client hereby agrees to release the Consultant from all claims and causes of action arising from such uses and further agrees, to the extent permitted by law, to indemnify and hold harmless the Consultant from all costs and expenses, including cost of defense, related to claims and causes of action asserted by any third person, party or entity to the extent such costs and expenses arise from the Client's unauthorized use of the Documents.

MEANS & METHODS OF CONSTRUCTION: Consultant shall not be responsible for the construction means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the construction team nor shall the Consultant supervise, direct or have control of any aspect of the construction team's work. The Consultant shall not be responsible for the construction team's failure to carry out work in accordance with the approved Contract Documents. Review of submittals by Consultant shall be for general conformance with the information given and design concept expressed in the Contract Documents, and shall not be considered certification of submittals accuracy.

SUCCESSOR AND ASSIGNS: Consultant and Client agree that the services performed by the Consultant pursuant to this Agreement are solely for the benefit of the Client and are not intended by either the Consultant or the Client to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Sub-contractors and other Design Professionals, is benefited by the services performed by the Consultant pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates and sub-consultants as he or she may deem appropriate to assist in the performance of services hereunder.

Furthermore, Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that might, in any way, in the judgment of the Consultant, breach Consultant's contractual or legal obligations.

INDEMNIFICATION: The Client shall indemnify and hold harmless the Consultant and its personnel, from and against all claims, damages, losses and expenses due to negligent acts, errors or omissions arising out of or resulting from the performance of others. The parties expressly agree that this indemnity provision does not include, and in no event shall the Consultant be required to assume, any obligation or duty to defend any claims, causes of action, demands or lawsuits in connection with or arising out of this project or the services rendered by the Consultant. Notwithstanding the foregoing, Consultant has no duty to defend or indemnify Client without a finding of gross negligence/recklessness, or willful misconduct on the part of the Consultant.

FORCE MAJEURE: If the Consultant's performance of the Agreement, or of any obligation hereunder is prevented, restricted or interfered with by reason of fires, equipment breakdown, labor disputes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the Consultant, then the Consultant, without notice to the Client, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference. Notwithstanding the foregoing, the Consultant, at its sole discretion, shall make reasonable efforts to avoid or remove such causes when possible.

LIMITATION OF LIABILITY: In no event will Consultant be liable for punitive, special, incidental, indirect, or consequential damages, including, but not limited to, lost profits, lost income, loss of investment, or other damages, arising from, or in any way related to, the services performed by Consultant under this Agreement. Nothing shall prevent any party to this Agreement from negotiating and expressly agreeing with respect to the allocation, release, liquidation, exclusion, or limitation as between the parties of any liability (a) for design defects, or (b) of the promisee to the promisor arising out of or relating to the construction contract. Therefore, the Consultant's total liability for work performed, which includes any liability for any and all damage related to design defects or any other claim, shall never exceed the total amount paid by the Client for services performed under this Agreement. It is intended that this limitation apply to any and all liability or cause of action described herein, regardless of the legal theory alleged.

INSURANCE: The Consultant carries general liability, professional and worker's compensation insurance. Upon request, certificates will be issued subject to the limitations of the Consultant's insurance carriers, if any.



MEDIATION / DISPUTE RESOLUTION: Client and Consultant agree to mediate any dispute arising under this Agreement. In the event of any dispute, the parties, within thirty (30) days of a written request for mediation, shall attend, in good faith, a mediation in order to make a good faith reasonable effort to resolve any dispute arising under this Agreement. If one party initiates any court, legal, or other action to enforce any obligations under this Agreement without first attempting mediation, that party shall not be entitled to any costs or attorneys' fees as the prevailing party.

ATTORNEY FEES: If the parties become involved in litigation arising out of this Agreement or the performance thereof, the court shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party unless otherwise prohibited herein.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of California.

CORPORATE PROTECTION: Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit arising from the Consultant's services shall be directed and/or asserted only against the Consultant, a corporation in the State of California, and not against any of the Consultant's employees, shareholders, officers or directors.

TERMINATION: This Agreement may be terminated upon 30 days written notice by either party, with or without cause. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses if applicable.

**SECTION 6 — AGREEMENT FOR STRUCTURAL ENGINEERING SERVICES**

Between Client	Russell Davidson Russell Davidson Architecture 149 Crown Point Ct., Suite C Grass Valley, CA 95945		
Billing Contact	Russell Davidson	Phone	530.913.2370
		Billing Email	russ@davidsonarch.com
And Consultant	Ashley & Vance Engineering, Inc. 1504 Eureka Road, Suite 370 Roseville, CA 95661		
Project Manager	Mike Simmons, SE	Phone	(916) 790-3181 x182
		Email	msimmons@ashleyvance.com
For the Project	NCSA, Building 4 13032 Bitney Springs Road Nevada City, CA 95959		

ACCEPTANCE

Commencement of Structural Engineering services may begin after the receipt of

- This signed proposal
- Referenced documents in Section 2
- Initial payment amount indicated in Section 3
- Required information to be provided by Client in Section 6

Payments shall be sent directly to our San Luis Obispo office:

Ashley & Vance Engineering, Inc.
Attn: Accounting
1229 Carmel Street
San Luis Obispo, CA 93401

I have read the above, Section 1: Project Understanding, Section 2: Scope of Services and Assumptions, Section 3: Project Fee Summary, Section 4: Additional Services, and Section 5: Terms and Conditions, incorporated herein by reference, and agree to the terms and conditions set forth by the Consultant in this Proposal and Agreement, and any pertinent Attachments.

Russell Davidson **(CLIENT)**

Date

Mike Simmons, SE S6016 **(CONSULTANT)**
Ashley & Vance Engineering, Inc

Date

NEVADA CITY SCHOOL OF THE ARTS

Certificated Salary Schedule

Effective July 1, 2025

Steps	Class I	Class II	Class III	Class IV	Class V
1	\$36.40	\$57,201	\$58,917	\$61,274	\$64,338
2	\$37.31	\$58,345	\$60,096	\$62,500	\$65,625
3	\$38.24	\$59,512	\$61,298	\$63,750	\$66,937
4	\$39.20	\$60,703	\$62,524	\$65,025	\$68,276
5	\$40.18	\$61,917	\$63,774	\$66,325	\$69,641
6	\$41.18	\$63,155	\$65,050	\$67,652	\$71,034
7	\$42.21	\$64,418	\$66,351	\$69,005	\$72,455
8	\$43.27	\$65,706	\$67,678	\$70,385	\$73,904
9	\$44.35	\$67,020	\$69,031	\$71,792	\$75,382
10	\$45.46	\$68,361	\$70,412	\$73,228	\$76,890
11	\$46.60	\$69,728	\$71,820	\$74,693	\$78,427
12	\$47.76	\$71,123	\$73,256	\$76,187	\$79,996
13	\$48.95	\$72,545	\$74,721	\$77,710	\$81,596
14	\$50.18	\$73,996	\$76,216	\$79,265	\$83,228
15	\$51.43	\$75,476	\$77,740	\$80,850	\$86,557
16	\$52.72	\$75,476	\$77,740	\$80,850	\$86,557
17	\$54.04	\$76,985	\$79,295	\$82,467	\$88,288
18	\$55.39	\$78,525	\$80,881	\$84,116	\$91,820
19	\$56.77	\$78,525	\$80,881	\$84,116	\$91,820
20	\$58.19	\$80,881	\$83,307	\$87,481	\$95,492

Certificated Stipends

Advisory Committee Stipend - \$1000

Field Study Overnight Stipend - \$50/night

Academic Tournament Stipend - \$250

Assessment Coordination Stipend - \$2,000

Supplemental Authorization Stipend - 3% increase to base salary

(Supplemental subject must be in use and required for teaching in the school year to receive the stipend)

1. Assignments to classes shall be based on education units as follows:

Class I	BA/Intern/Permit/CTE Credential	
Class II	BA plus 30 recognized semester units	3% Increase
Class III	BA plus 45 recognized semester units* or MA	3% Increase
Class IV	BA plus 60 recognized semester units* or MA plus 15 recognized semester units**	4% Increase
Class V	BA plus 75 recognized semester units* or MA plus 30 recognized semester units**	5% Increase

*Units must be earned after the issuance of the BA

**Units must be earned after the issuance of the MA

2. NCSA certified training can be contributed toward educational credits to count towards class increase, but they must be tied to goal growth. One educational unit shall be equal to 15 contact hours of training and will be approved by the School Director on a case by case basis.

3. This salary schedule is based on 186 days of service per traditional calendar contract year.

Full-time Equivalent: 1 FTE = 186 days (175 instructional days and 11 in-service days) at 7.5 hours per day, or 1,395 hours per year

Substitute Pay: \$204/full day (\$27.20/hour), \$102/half day (\$27.20/hour)

Long-term substitute \$250/day (\$33.33/hour) after 21 consecutive days in the same position, for the remainder of the assignment.

4/22/16 - Approved revision of BA to Credential; Incr sub pay; Incr steps 15, 20, & 25 for Classes I, II, & III

3/30/17 - Approved revision to remove BTSA for class 0

4/28/17 - Approved revision to increase Class I starting step,

5/1/17 - Add Curriculum, Teacher on Assignment & Advisory Stipend

9/13/17 - Increase sub rate per county increase

4/30/2018 - 1.56% market rate increase

4/25/2018 - Increase starting step / Adjust Class IV & V % increase

5/30/2019 - Increase starting step & Degree/units change

3/17/2022 - Increase days to 186 & 3% increase overall

2/23/23 - Increase long term sub rate to \$250/day

6/15/23 - 4% COLA Increase, add academic stipend, increase advisory stipend

10/16/2023 - Added stipend for teaching electives (certificated teachers only)

6/13/2024 - Reduced advisory stipend and removed maximum step placement & Elective stipend

9/26/24 - Increase sub rate per county increase

5/1/25 - Increase & adjustments to columns & Steps, Add Class I CTE Hourly rates

NEVADA CITY SCHOOL OF THE ARTS
2025-26 Administrative Exempt Salary Schedule
Effective July 1, 2025

Range	Position	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A	Business Manager	226	\$ 78,000.00 \$43.14	\$ 80,340.00 \$44.44	\$ 82,750.20 \$45.77	\$ 85,232.71 \$47.14	\$ 87,789.69 \$48.56	\$ 90,423.38 \$50.01	\$ 93,136.08 \$51.51	\$ 95,930.16 \$53.06	\$ 98,808.07 \$54.65	\$ 101,772.31 \$56.29
B	Budget & Finance Administrator	226	\$69,414.00 \$38.39	\$71,496.42 \$39.54	\$73,641.31 \$40.73	\$75,850.55 \$41.95	\$78,126.07 \$43.21	\$80,469.85 \$44.51	\$82,883.95 \$45.84	\$85,370.46 \$47.22	\$87,931.58 \$48.63	\$90,569.53 \$50.09
C	Accountant	226	\$ 60,828.35 \$33.64	\$ 62,653.20 \$34.65	\$ 64,532.80 \$35.69	\$ 66,468.78 \$36.76	\$ 68,462.85 \$37.87	\$ 70,516.73 \$39.00	\$ 72,632.23 \$40.17	\$ 74,811.20 \$41.38	\$ 77,055.54 \$42.62	\$ 79,367.20 \$43.90
D	Aftercare & ELOP Director	226	\$ 61,472.00 \$34.00	\$ 63,316.16 \$35.02	\$ 65,215.64 \$36.07	\$ 67,172.11 \$37.15	\$ 69,187.28 \$38.27	\$ 71,262.90 \$39.42	\$ 73,400.78 \$40.60	\$ 75,602.81 \$41.82	\$ 77,870.89 \$43.07	\$ 80,207.02 \$44.36
E	Development Director	226	\$ 69,000.00 \$37.50	\$ 71,070.00 \$38.63	\$ 73,202.10 \$39.78	\$ 75,398.16 \$40.98	\$ 77,660.11 \$42.21	\$ 79,989.91 \$43.47	\$ 82,389.61 \$44.78	\$ 84,861.30 \$46.12	\$ 87,407.14 \$47.50	\$ 90,029.35 \$48.93
F	Property Manager	260	\$ 52,998.40 \$25.48	\$ 54,588.35 \$26.24	\$ 56,226.00 \$27.03	\$ 57,912.78 \$27.84	\$ 59,650.17 \$28.68	\$ 61,439.67 \$29.54	\$ 63,282.86 \$30.42	\$ 65,181.35 \$31.34	\$ 67,136.79 \$32.28	\$ 69,150.89 \$33.25
G	Food Services Director	230	\$ 68,776.99 \$37.38	\$ 70,840.30 \$38.50	\$ 72,965.51 \$39.66	\$ 75,154.48 \$40.84	\$ 77,409.11 \$42.07	\$ 79,731.38 \$43.33	\$ 82,123.33 \$44.63	\$ 84,587.03 \$45.97	\$ 87,124.64 \$47.35	\$ 89,738.37 \$48.77

Longevity: After ten (10) years of service, and every five years thereafter, longevity is awarded by an increase of 4%.

- Business Office One Full-Time Equivalent employee (FTE) = 226 days at 8 hours per day *(1808 hours annually)*
- Property Manager One Full-Time Equivalent employee (FTE) = 260 days at 8 hours per day *(2080 hours annually)*
- Food Services Director One Full-Time Equivalent employee (FTE) = 230 days at 8 hours per day *(1840 hours annually)*

Presented to the CGC for approval on 4/9/2018

5/20/16 - Approved by CGC

6/3/16 - Add Property Manager for exempt salary

5/1/17 - Add Industrial Arts Teacher Position & Increase Step 5 BM by 5% in addition to normal 3% increases

4/9/2018 - Increase to BM based on local salary analysis; Increase work days for all positions; Adjust FTE definitions

3/29/21 - Increase business office FTE to 225 days & remove Industrial Arts Teacher

6/15/23 - Add Food Services Director & add 1 more holiday to business office, 4% COLA increase to Accountant & Property Manager

6/24/24 - Add Aftercare & ELOP Director

5/1/25 - Added Budget & Finance Administrator position and Development Director

ADMINISTRATIVE SALARY SCHEDULE

2025-26 SCHOOL YEAR

175 Instructional Days

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	# Contract Days (excl holidays)	# Paid Leave Days
Assistant Principal	\$ 95,255	\$ 97,636	\$ 100,077	\$ 102,579	\$ 105,144	\$ 107,772	\$ 110,466	\$ 113,228	\$ 116,059	\$ 118,960	\$ 121,934	\$ 124,983	\$ 128,107	205	12
Teacher in Special Assignment	\$ 90,575	\$ 92,839	\$ 95,160	\$ 97,539	\$ 99,978	\$ 102,477	\$ 105,039	\$ 107,665	\$ 110,357	\$ 113,116	\$ 115,944	\$ 118,842	\$ 121,813	205	12

NOTES:

- 1 Full-time Equivalent Assistant Principal (FTE) = 205 days (175 instructional days), 8 hours per day = 1640 hours
- Initial placement is based on years of related work experience - no higher than Step 3.
- Employees working 30 hours per week or more are eligible to receive medical benefits.

Presented to the CGC for approval 6/3/16

6/3/16 - Approved by CGC

4/9/18 - Adjust starting steps based on 17/18 local salary analysis

6/15/23 - Adjust starting step (removed 3 steps) & added 4% COLA

5/1/25 - Added Teacher in Special Assignment Position

NEVADA CITY SCHOOL OF THE ARTS
2025-26 Classified Classroom Hourly Salary Schedule - Minimum Wage \$16.60
Effective July 1, 2025

Job Title	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	Level 12	Level 13	Level 14	Level 15	Sub Rates
Instructional Assistant I	\$ 16.60	\$ 17.10	\$ 17.61	\$ 18.14	\$ 18.68	\$ 19.24	\$ 19.82	\$ 20.42	\$ 21.03	\$ 21.66	\$ 22.31	\$ 22.98	\$ 23.67	\$ 24.38	\$ 25.11	\$16.60
Instructional Assistant II	\$ 17.60	\$ 18.13	\$ 18.67	\$ 19.23	\$ 19.81	\$ 20.40	\$ 21.02	\$ 21.65	\$ 22.30	\$ 22.96	\$ 23.65	\$ 24.36	\$ 25.09	\$ 25.85	\$ 26.62	\$16.60
Instructional Assistant III	\$ 18.60	\$ 19.16	\$ 19.73	\$ 20.32	\$ 20.93	\$ 21.56	\$ 22.21	\$ 22.88	\$ 23.56	\$ 24.27	\$ 25.00	\$ 25.75	\$ 26.52	\$ 27.31	\$ 28.13	\$16.60
Para Educator I	\$ 20.00	\$ 20.60	\$ 21.22	\$ 21.85	\$ 22.51	\$ 23.19	\$ 23.88	\$ 24.60	\$ 25.34	\$ 26.10	\$ 26.88	\$ 27.68	\$ 28.52	\$ 29.37	\$ 30.25	\$16.60
Para Educator II	\$ 21.00	\$ 21.63	\$ 22.28	\$ 22.95	\$ 23.64	\$ 24.34	\$ 25.08	\$ 25.83	\$ 26.60	\$ 27.40	\$ 28.22	\$ 29.07	\$ 29.94	\$ 30.84	\$ 31.76	\$16.60
Paraprofessional III	\$ 22.00	\$ 22.66	\$ 23.34	\$ 24.04	\$ 24.76	\$ 25.50	\$ 26.27	\$ 27.06	\$ 27.87	\$ 28.71	\$ 29.57	\$ 30.45	\$ 31.37	\$ 32.31	\$ 33.28	\$16.60
Assistant Teacher Aftercare Lead	\$ 24.00	\$ 24.72	\$ 25.46	\$ 26.23	\$ 27.01	\$ 27.82	\$ 28.66	\$ 29.52	\$ 30.40	\$ 31.31	\$ 32.25	\$ 33.22	\$ 34.22	\$ 35.24	\$ 36.30	\$20.00
Youth Advocate Cultural Interventionist	\$ 24.50	\$ 25.24	\$ 25.99	\$ 26.77	\$ 27.57	\$ 28.40	\$ 29.25	\$ 30.13	\$ 31.04	\$ 31.97	\$ 32.93	\$ 33.91	\$ 34.93	\$ 35.98	\$ 37.06	n/a
Registered Behavior Technician	\$ 25.00	\$ 25.75	\$ 26.52	\$ 27.32	\$ 28.14	\$ 28.98	\$ 29.85	\$ 30.75	\$ 31.67	\$ 32.62	\$ 33.60	\$ 34.61	\$ 35.64	\$ 36.71	\$ 37.81	\$25.00
Arts & Electives Coordinator	\$ 26.00	\$ 26.78	\$ 27.58	\$ 28.41	\$ 29.26	\$ 30.14	\$ 31.05	\$ 31.98	\$ 32.94	\$ 33.92	\$ 34.94	\$ 35.99	\$ 37.07	\$ 38.18	\$ 39.33	n/a

NOTES:

- One Full-Time Equivalent employee (FTE) = 40 hours a week at 8 hours per day
- Initial placement on the salary schedule will depend on education & experience

Instructional Assistant I - High school diploma

Instructional Assistant II - 12 ECE units and 3 years classroom experience

Instructional Assistant III - 24 ECE units and/or AA, 5 years classroom experience

Para Educator I - High School Diploma and 3 years experience in classroom setting

Para Educator II - AA, Para training or 5 years experience in classroom setting

Para Educator III - AA and 24 ECE Units and 5 years Para experience

*Up to 10 years of experience will be recognized on this salary schedule

Presented to the CGC for approval on 5/1/2025

5/1/25 - Created new salary schedule Moved from Classified Hourly Salary Schedule - Increased Level 1 to be new minimum Wage

NEVADA CITY SCHOOL OF THE ARTS
2025-26 Classified Administrative Hourly Salary Schedule - Minimum Wage \$16.60

Effective July 1, 2025

	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level	
Job Title	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Sub Rates
Custodian	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.26	\$ 20.87	\$ 21.49	\$ 22.14	\$ 22.80	\$ 23.49	\$ 24.19	\$ 24.92	\$ 25.66	\$ 26.43	\$ 27.23	\$20.00
Business Technician I	\$ 18.20	\$ 18.75	\$ 19.31	\$ 19.89	\$ 20.48	\$ 21.10	\$ 21.73	\$ 22.38	\$ 23.06	\$ 23.75	\$ 24.46	\$ 25.19	\$ 25.95	\$ 26.73	\$ 27.53	\$20.00
Accounting Technician I	\$ 18.20	\$ 18.75	\$ 19.31	\$ 19.89	\$ 20.48	\$ 21.10	\$ 21.73	\$ 22.38	\$ 23.06	\$ 23.75	\$ 24.46	\$ 25.19	\$ 25.95	\$ 26.73	\$ 27.53	\$16.60
Receptionist I	\$ 18.20	\$ 18.75	\$ 19.31	\$ 19.89	\$ 20.48	\$ 21.10	\$ 21.73	\$ 22.38	\$ 23.06	\$ 23.75	\$ 24.46	\$ 25.19	\$ 25.95	\$ 26.73	\$ 27.53	\$20.00
Food Service Production Asst.	\$ 20.00	\$ 20.60	\$ 21.22	\$ 21.85	\$ 22.51	\$ 23.19	\$ 23.88	\$ 24.60	\$ 25.34	\$ 26.10	\$ 26.88	\$ 27.68	\$ 28.52	\$ 29.37	\$ 30.25	\$20.00
Lead Custodian	\$ 21.58	\$ 22.23	\$ 22.89	\$ 23.58	\$ 24.29	\$ 25.02	\$ 25.77	\$ 26.54	\$ 27.34	\$ 28.16	\$ 29.00	\$ 29.87	\$ 30.77	\$ 31.69	\$ 32.64	\$20.00
Facilities Coordinator	\$ 21.58	\$ 22.23	\$ 22.89	\$ 23.58	\$ 24.29	\$ 25.02	\$ 25.77	\$ 26.54	\$ 27.34	\$ 28.16	\$ 29.00	\$ 29.87	\$ 30.77	\$ 31.69	\$ 32.64	n/a
IT Coordinator	\$ 21.84	\$ 22.50	\$ 23.17	\$ 23.87	\$ 24.58	\$ 25.32	\$ 26.08	\$ 26.86	\$ 27.67	\$ 28.50	\$ 29.35	\$ 30.23	\$ 31.14	\$ 32.07	\$ 33.03	\$20.00
Administrative Secretary	\$ 22.62	\$ 23.30	\$ 24.00	\$ 24.72	\$ 25.46	\$ 26.22	\$ 27.01	\$ 27.82	\$ 28.65	\$ 29.51	\$ 30.40	\$ 31.31	\$ 32.25	\$ 33.22	\$ 34.21	\$23.00
Food Services Supervisor	\$ 23.00	\$ 23.69	\$ 24.40	\$ 25.13	\$ 25.89	\$ 26.66	\$ 27.46	\$ 28.29	\$ 29.14	\$ 30.01	\$ 30.91	\$ 31.84	\$ 32.79	\$ 33.78	\$ 34.79	n/a
School Food Student Liaison	\$ 23.00	\$ 23.69	\$ 24.40	\$ 25.13	\$ 25.89	\$ 26.66	\$ 27.46	\$ 28.29	\$ 29.14	\$ 30.01	\$ 30.91	\$ 31.84	\$ 32.79	\$ 33.78	\$ 34.79	n/a
Receptionist II	\$ 23.85	\$ 24.57	\$ 25.30	\$ 26.06	\$ 26.84	\$ 27.65	\$ 28.48	\$ 29.33	\$ 30.21	\$ 31.12	\$ 32.05	\$ 33.01	\$ 34.00	\$ 35.02	\$ 36.08	n/a
Business Technician II	\$ 23.85	\$ 24.57	\$ 25.30	\$ 26.06	\$ 26.84	\$ 27.65	\$ 28.48	\$ 29.33	\$ 30.21	\$ 31.12	\$ 32.05	\$ 33.01	\$ 34.00	\$ 35.02	\$ 36.08	n/a
Student Services Coordinator	\$ 23.85	\$ 24.57	\$ 25.30	\$ 26.06	\$ 26.84	\$ 27.65	\$ 28.48	\$ 29.33	\$ 30.21	\$ 31.12	\$ 32.05	\$ 33.01	\$ 34.00	\$ 35.02	\$ 36.08	n/a
Accounting Technician II	\$ 24.44	\$ 25.17	\$ 25.93	\$ 26.71	\$ 27.51	\$ 28.33	\$ 29.18	\$ 30.06	\$ 30.96	\$ 31.89	\$ 32.85	\$ 33.83	\$ 34.85	\$ 35.89	\$ 36.97	n/a
Procurement Coordinator	\$ 25.00	\$ 25.75	\$ 26.52	\$ 27.32	\$ 28.14	\$ 28.98	\$ 29.85	\$ 30.75	\$ 31.67	\$ 32.62	\$ 33.60	\$ 34.61	\$ 35.64	\$ 36.71	\$ 37.81	n/a
Parent Resource Coord	\$ 25.00	\$ 25.75	\$ 26.52	\$ 27.32	\$ 28.14	\$ 28.98	\$ 29.85	\$ 30.75	\$ 31.67	\$ 32.62	\$ 33.60	\$ 34.61	\$ 35.64	\$ 36.71	\$ 37.81	n/a
HR & Payroll Specialist	\$ 27.50	\$ 28.33	\$ 29.17	\$ 30.05	\$ 30.95	\$ 31.88	\$ 32.84	\$ 33.82	\$ 34.84	\$ 35.88	\$ 36.96	\$ 38.07	\$ 39.21	\$ 40.38	\$ 41.60	n/a

NOTES:

- One Full-Time Equivalent employee (FTE) = 40 hours a week at 8 hours per day
- Initial placement on the salary schedule will depend on education & experience

STIPENDS:

Cross Country Coach	\$ 1,000
Boys Basketball Coach	\$ 2,000
Girls Basketball Coach	\$ 2,000
Track Coach	\$ 1,000
Boys Volleyball Coach	\$ 2,000
Girls Volleyball Coach	\$ 2,000
Mountain Bike Club	\$ 2,000
Mountain Bike Coach	\$ 2,000
Yearbook Design	\$ 2,000
Classified Advisory Stipend	\$ 1,500
Showcase Stage Manager (per show, up to two shows)	\$ 500
Field Study Overnight (per night stipend)	\$ 50

ELECTIVE TEACHERS:

\$30 - \$40 Per Hour Depending on Exp.
Approved by School Director

LICENSED THERAPIST:

\$30 - \$50 Per Hour Depending on Exp.
Approved by School Director

Presented to the CGC for approval on 6/30/2021

- 5/6/16 Approve new salary schedule for 2016-17
- 5/20/16 Add School Counselor line & Incr Property Manager Assistant starting step
- 6/3/16 Remove School Counselor, Add Psych Intern, Add FTE for Property manager assistant
- 10/31/16 Revise starting rate for Receptionist, Admin Sec, Accountant, Prop Mngr Asst.
- 4/1/17 Approve revised salary schedule for 2017-18 (increase minimum wage)
- 6/8/17 Approve to revise Facilities Coordinator Schedule
- 8/1/17 Revise stipends for coaching & change school psychologist to licensed therapist
- 3/5/20 Increase minnum wage
- 3/11/21 Increase minnum wage
- 2/23/23 Increase minnum wage
- 4/28/23 6% COLA increase & Minimum wage increased/Increase & Add stipends/Add Youth Advocate
- 7/30/24 Moved Food Services Prod Asst to start @ \$20/hr per CA Labor Law
- 5/1/25 Added HR & Payroll Specialist, Removed Development Director (Removed all classroom positions and created new Classroom Hourly Salary Schedule)

FOURTH AMENDMENT TO LEASE

This **FOURTH AMENDMENT TO LEASE** (“**Amendment**”) dated for reference purposes only as of June 30, 2024, is made by and between **RAVEN SPRINGS LLC**, a California limited liability company (“**Lessor**”), and **NEVADA CITY SCHOOL OF THE ARTS**, a California nonprofit public benefit corporation (“**Lessee**”) (Lessor and Lessee being sometimes referred to herein collectively as the “**Parties**” and individually as a “**Party**”). This Amendment amends that certain Lease Agreement dated as of June 11, 2020, (the “**Lease**”) by and between Lessor, as lessor, and Lessee, as lessee. Each capitalized term that is defined in the Lease and that is used but not defined in this Amendment has the meaning given to it in the Lease.

For good and valuable consideration, the parties agree as follows:

1. Section 1.3 of the Lease is amended to read as follows:

1.2 Term. The term of this Lease shall commence on July 1, 2025 (the “**Commencement Date**”) and shall end on June 30, 2026 (the “**Term**”) (such date, the “**Expiration Date**”). (*See also* Section 3 below.).

2. Exhibit “D” to the Lease is replaced by Exhibit “D” hereto.

3. This Amendment shall be binding on the Parties and their respective successors and assigns, provided that no Party may assign its rights or obligations under this Amendment without the prior written consent of the other Parties.

4. Each Party shall execute and deliver such other documents or instruments as may be necessary or desirable to carry out the purposes of this Amendment.

5. This Amendment may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute but one and the same instrument. This Amendment may be executed by the delivery of separately signed counterpart signature pages. A Party’s delivery by electronic transmission of the Party’s manually or electronically signed counterpart signature page to this Amendment shall be deemed as effective as the Party’s delivery of a manually signed counterpart signature page.

6. This Amendment shall be construed in accordance with and governed by the constitution and the laws of the State of California (the “**State**”) applicable to contracts made and to be performed in the State.

7. Except as expressly set forth herein, the Lease shall remain in full force and effect.

[Signature page follows]

(Signature page to Second Amendment to Lease)

The Parties hereto have executed this Third Amendment to Lease as of the day and year first above written.

By LESSOR:

RAVEN SPRINGS LLC,
a California limited liability company

By: Nevada City School of the Arts,
a California nonprofit public benefit
corporation, its Manager

By: _____
Name: _____
Its: _____

By LESSEE:

NEVADA CITY SCHOOL OF THE ARTS,
a California nonprofit public benefit
corporation

By: _____
Name: _____
Its: _____

EXHIBIT “D”

Schedule of Monthly Base Rent Payments

<u>TERM:</u>	<u>MONTHLY PAYMENT:</u>
July 1, 2020 – June 30, 2022	<u>\$50,499.60</u>
July 1, 2022 – June 30, 2023	<u>\$52,007.10</u>
July 1, 2023 – June 30, 2024	<u>\$59,875.00</u>
July 1, 2025 – June 30, 2026	<u>\$59,875.00</u>

Charter School Facility Grant Program LEGAL STATUS QUESTIONNAIRE

1. Disclose material information relating to any legal or regulatory proceeding or investigation in which the applicant/borrower/project sponsor is or has been a party and which might have a material impact on the financial viability of the project or the applicant/borrower/project sponsor. Such disclosures should include any parent, subsidiary, or affiliate of the applicant/borrower/project sponsor that is involved in the management, operation, or development of the project.

Response: NA

2. Disclose any civil, criminal, or regulatory action in which the applicant/borrower/project sponsor, or any current board members (not including volunteer board members of non-profit entities), partners, limited liability corporation members, senior officers, or senior management personnel has been named a defendant in such action in the past ten years involving fraud or corruption, or matters involving health and safety where there are allegations of serious harm to employees, the public, or the environment.

Response: NA

Disclosures should include civil or criminal cases filed in state or federal court; civil or criminal investigations by local, state, or federal law enforcement authorities; and enforcement proceedings or investigations by local, state or federal regulatory agencies. The information provided must include relevant dates, the nature of the allegation(s), charters, complaint or filing, and the outcome.

Signatures on behalf of (school name): Nevada City School of the Arts

I/We attest that we have provided full disclosure *as indicated* in response to the items 1 and 2 above.

Signature of Principal, CEO, or Lead Administrator

Date

Holly Pettitt
Print or Type Name:

Signature of President or Chair of Governing Board

Date

LeeAnne Haglund
Print or Type Name

Charter School Facility Grant Program CHARTER SCHOOL CERTIFICATION

I/We hereby certify that to the best of my knowledge and belief, this data is true and correct and that all data reported on this application have been compiled and reported in accordance with state and federal laws, regulations, general legal assurances, and instructions to prepare this report form. I/We further certify that the Charter School will comply with all program requirements as outlined in Education Code section 46714.5 and Article 1.5 of Division 15 of Title 4 of the California Code of Regulations (commencing with section 10170.1). I/We attest we have provided full disclosure and understand misrepresentation can cause ineligibility to participate in the Charter School Facility Grant Program.

Signature of Principal, CEO, or Lead Administrator

Date

Holly Pettitt

Print or Type Name

Signature of President or Chair of Governing Board

Date

LeeAnne Haglund

Print or Type Name



SPECIAL EDUCATION POLICY

The Governance Council of the Nevada City School of the Arts ("NCSOTA" or the "Charter School") recognizes the need to identify, evaluate, and serve students with disabilities in order to provide them with a free appropriate public education ("FAPE") in the least restrictive environment. Accordingly, this Policy has been adopted consistent with Education Code section 56195.8.

Identification, Referral, and Evaluation for Special Education

NCSOTA shall follow applicable state and federal law and regulations and the Nevada County Special Education Local Plan Area ("SELPA") policy with respect to the identification, referral, and assessments of students for special education and related services.

Individualized Education Program ("IEP") Team Meetings

NCSOTA shall convene IEP team meetings with the legally required composition within all legally applicable timelines, in accordance with state and federal law and regulations and SELPA policy.

~~NCSOTA shall also review, at the request of~~ If a student's general or special education teacher, ~~the assignment of an individual with exceptional needs to his/her requests a review of the student's assigned class and a~~, Charter School shall ensure this review is conducted. A mandatory IEP meeting ~~of the IEP team~~ shall be convened if the review indicates a change to the student's placement, instruction, related services, or any combination thereof may be required. The School Director, school psychologist, and Director of Special Education shall be responsible for completing the review within fifteen (15) school days of the teacher's request.

Procedural Safeguards

Parents/guardians shall receive written notice of their rights in accordance with state and federal law and regulation, and SELPA policy.

Please see www.ncsota.org or the business office for a copy of your procedural safeguards.

Nonpublic, Nonsectarian Services

NCSOTA may contract with state-certified nonpublic, nonsectarian schools or agencies to provide special education services or facilities when an appropriate public education program at NCSOTA is not available. ~~in accordance with Education Code section 56366 and Section 3062 of Title 5 of the California Code of Regulations.~~ When entering into agreements with nonpublic, nonsectarian schools ("NPSS") or agencies, ~~NCSOTA ("NPAs").~~ NCSOTA shall consider the needs of the individual student and the recommendations of the IEP team. The IEP team shall remain accountable for monitoring the progress of students placed in nonpublic, nonsectarian programs towards the goals identified in each student's IEP.

Commented [MMH1]: Internal Note: This remains the correct citation. 3/7/19.

Commented [KGT2R1]: Confirmed 02/20/2020

Commented [SA3R1]: Confirmed 8/4/2021.

Commented [BH4]: Internal Note: Education Code (EC) section 56195.8 does not require this language to be included in the policy. However, we included this brief language because it made sense chronologically in the overall sped process to at least reference this.

BAP update: Confirmed as of 02/06/19. No changes.

Commented [KGT5R4]: Confirmed 02/20/2020

Commented [SA6R4]: Confirmed 8/4/2021.

Commented [BR7]: Client Note: If the School wants to include the name of the specific SELPA to which you belong, you may insert that here.

Commented [BH8]: Client Note: See above comment. EC section 56195.8 does not require language regarding IEPs to be included in this policy. We included this brief language because it made sense in the chronology of sped events.

Commented [MMH9]: Client Note: Update with appropriate title for the Charter School (i.e., Head of School, Principal, Assistant Principal, etc.)

Commented [BH10]: Client Note: EC section 56195.8(b)(2) requires this language, as well as inclusion of the personnel who are responsible for the review and the timetable for completing it. Accordingly, please update to ensure the appropriate personnel for the review and timetable for your School. These are our suggestions.

Commented [KGT11R10]: Confirmed 02/20/2020

Commented [MMH12R10]: This paragraph seems out of place

Commented [SA13R10]: Confirmed. 8/4/2021. Let me know if this revised language works better.

Commented [BH14]: Client Note: EC section 56195.8(b)(3) requires the policy to include "procedural

Commented [KGT15R14]: Confirmed 02/20/2020

Commented [SA16R14]: Confirmed. 8/4/2021.

Commented [BH17]: Client Note: EC section 56195.8(b)(1) requires the policy to include "nonpublic,

Commented [KGT18R17]: Confirmed 02/20/2020

Commented [SA19R17]: Confirmed 8/4/2021.



NCSOTA In accordance with Education Code section 56366.1, when entering into a Master Contract with an NPS where NCSOTA has not previously placed a student, the Charter School shall conduct an onsite visit to the NPS at the time of placement. NCSOTA shall also conduct at least one onsite monitoring visit to the NPA during each school year in which the Charter School has a student attending pursuant to a Master Contract. The monitoring visit shall include the following:

- A review of services provided to the student through the individual service agreement between NCSOTA and the NPS;
- A review of progress the student is making toward the student's IEP goals;
- A review of progress the student is making toward the goals set forth in the student's behavior intervention plan;
- If applicable, an observation of the student during instruction;
- A walkthrough of the facility; and
- Any other reviews and/or observations deemed necessary by NCSOTA.

In accordance with Education Code section 56366.45, the Charter School shall, within fourteen (14) days of becoming aware of any change to the certification status of an NPS or NPA as a state-certified school or agency, inform parents/guardians of pupils who attend the NPS or receive services from the NPA, of the change in certification status. The notice to parents/guardians shall be sent via email or regular mail and include a copy of the procedural safeguards. The Charter School shall maintain a record of the notice and shall make this notice available for inspection upon request of the California Department of Education.

NCSOTA shall follow state and federal law and regulations and SELPA policy when contracting with nonpublic, nonsectarian schools or agencies.

Resource Specialist Program

NCSOTA shall employ or contract with certificated resource specialists to provide services for students with disabilities which shall include, but not be limited to:

1. Providing instruction and services to students whose needs have been identified in an IEP developed by the IEP team and who are assigned to regular classroom teachers for a majority of the school day. Students shall not be enrolled in a resource specialist program for the majority of the school day without approval of the IEP team.
2. Providing information and assistance to students with disabilities and their parents/guardians.
3. Providing consultation, resource information, and material regarding students with disabilities to their parents/guardians and regular education staff members.

Commented [KT20]: Client Note: Pursuant to AB 1172, codified as EC section 56366.1(e)(3)(A)-(B), these preliminary and monitoring visits are required beginning in the 2020-2021 school year.

Additionally, Charter School MUST report the findings of the monitoring visits to the CDE within 60 calendar days of the visit. Reporting criteria is required to be provided by the CDE by June 30, 2020.

Commented [SA21R20]: Confirmed 8/4/2021.

Commented [KT22]: Client Note: EC section 56365(i)(2) (AB 1172) requires an NPS/A to report to the Charter School with which it has a master Contract of any pupil-involved incident at the school or agency in which law enforcement was contacted. Notification must be provided in writing no later than one business day after the incident occurred.

Commented [SA23R22]: Confirmed 8/4/2021

Commented [MB24]: Client Comment: Becoming aware of any change in certification status may include, but is not limited to, receiving notification pursuant to subdivision (c) of a determination to suspend or revoke the certification of the nonpublic, nonsectarian school or agency, including, but not limited to, a determination resulting from a department investigation into pupil restraint or seclusion.

Commented [KGT25]: Client Note: EC section 56195.8(b)(4) requires the policy to include "resource specialists pursuant to Section 56362," and 56195.8(b)(7) requires the policy include "Caseloads pursuant to Chapter 4.45 (commencing with section 56440)" once the caseload regulations have been adopted. Accordingly, this language is consistent with EC 56362

Commented [SA26R25]: Confirmed. 8/4/2021.

Commented [KGT27]: Internal Note: EC 56362(a)(1), (e)

Commented [SA28R27]: Confirmed. 8/4/2021.

Commented [KGT29]: Internal Note: EC 56362(a)(2)

Commented [SA30R29]: Confirmed. 8/4/2021.

Commented [KGT31]: Internal Note: EC 56362(a)(3)

Commented [SA32R31]: Confirmed. 8/4/2021.



4. Coordinating special education services with the regular school programs for each student with disabilities enrolled in the resource specialist program.
5. Monitoring student progress on a regular basis, participating in the review and revision of IEPs as appropriate, and referring students who do not demonstrate appropriate progress to the IEP team.
6. At the secondary school level, emphasizing academic achievement, career and vocational development, and preparation for adult life and.
7. Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes.

NCSOTA's resource specialist program shall be under the direction of a resource specialist who possesses:

1. A special education credential or clinical services credential with a special class authorization;

Three or more years of teaching experience, including both regular and special education teaching experience, as defined by rules and regulations of the Commission on Teacher Credentialing; and

2. Demonstration of competencies required for a resource specialist as established by the Commission on Teacher Credentialing.

The Director shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, collective bargaining agreement, and/or SELPA policy.

No resource specialist shall have a caseload which exceeds twenty-eight (28) students, unless a valid waiver is obtained through the State Board of Education, consistent with Title 5, California Code of Regulations, Section 3100.

Transportation

NCSOTA shall ensure appropriate, no cost transportation services are provided for students with disabilities as specified in their IEP as a related service when required. The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan. ~~Mobile seating devices, when used, shall be compatible with the securement systems required by Federal Motor Vehicle Safety Standard No. 222 (49 C.F.R. 571.222). NCSOTA shall ensure school bus drivers are trained in the proper installation of mobile seating devices in the securement systems.~~

Commented [KGT33]: Internal Note: EC 56362(a)(4)

Commented [SA34R33]: Confirmed. 8/4/2021.

Commented [KGT35]: Internal Note: EC 56362(a)(6)

Commented [SA36R35]: Confirmed. 8/4/2021.

Commented [KGT37]: Internal Note: EC 56362(d)

Commented [SA38R37]: Confirmed. 8/4/2021.

Commented [MMH39]: Client Note: EC section 56195.8(b)(7) requires the Policy to include information about caseloads. We have included sample language to address this issue.

Commented [KGT40R39]: Citation revised from (b)(5) to (b)(7) per Section 56195.8 – 02/20/2020

Commented [SA41R39]: Confirmed. 8/4/2021.

Commented [KGT42]: Internal Note: EC Section 56362(c)

Commented [SA43R42]: Confirmed. 8/4/2021.

Commented [BH44]: Client Note: EC section 56195.8(b)(5) requires the Policy to include: "Transportation, where appropriate, which describes how special education transportation is coordinated with regular home-to-school transportation. The policy shall set forth criteria for meeting the transportation needs of special education pupils. The policy shall include procedures to ensure compatibility between mobile seating devices, when used, and the securement systems required by Federal Motor Vehicle Safety Standard No. 222 (49 C.F.R. 571.222) and to ensure that school bus drivers are trained in the proper installation of mobile seating devices in the securement systems."

Internal Note: BAP update: Confirmed as of 02/06/19. No changes.

Commented [KGT45R44]: Confirmed 02/20/2020

Commented [SA46R44]: Confirmed. 8/4/2021.

Commented [MMH47]: Client Note: We also advise that the School have a Transportation Safety Plan if the school provides transportation to/from school or on school field trips. If you would like assistance with this Policy, please let us know.

We also advise that you work closely with your insurance carrier to ensure that your policy is up to date and the School is complying with coverage requirements.



~~The~~When transportation services are required, the Director or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Director or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP.

Guide dogs, signal dogs and service dogs trained to provide assistance to ~~disabled persons with disabilities~~ may be transported in a school bus when accompanied by ~~disabled students, disabled with disabilities,~~ teachers ~~with disabilities,~~ or persons training the dogs.

Charter School shall ensure that all school buses, school student activity buses, youth buses and childcare motor vehicles, whenever they may be used, are equipped with an operational child safety alert system. Charter School shall ensure that all buses are equipped with a passenger restraint system.

Mobile seating devices, when used, shall be compatible with the securement systems required by Federal Motor Vehicle Safety Standard No. 222 (49 C.F.R. § 571.222). NCSOTA shall ensure school bus drivers are trained in the proper installation of mobile seating devices in the securement systems.

Information on the Number of Individuals with Exceptional Needs

Information regarding the number of individuals with exceptional needs who are being provided special education and related services shall be provided in accordance with state and federal law and regulation and SELPA policy.

Independent Educational Evaluations

A. IEE at Parent Expenses~~Expense~~

NCSOTA acknowledges that a parent/guardian has the right to obtain an independent educational evaluation(s) ("IEE") at their own expense at any time. In these circumstances, the Director or designee(s) shall ensure that the student's IEP team shall consider the results of the IEE when determining an offer of a ~~free appropriate public education ("FAPE")~~ for the student. However, the results of an IEE will not dictate the IEP team's determinations.

If a parent/guardian requests reimbursement for an IEE assessment obtained by the parent/guardian at their own expense, the Director or designee(s) shall ensure that the unilaterally obtained IEE meets the following criteria:

Commented [BAP48]: Client Note: AB 1840 amended Vehicle Code section 28160 extending the time for the requirement that school buses, school pupil activity buses, youth buses and child care motor vehicles are to be equipped with an operational child safety alert system on or before March 1, 2019.

The bill grants specified charter schools (ADA of less than 4,000) an additional 6 months to meet that requirement if certain documentation is submitted to the CHP on or before March 1, 2019.

Commented [SA49R48]: Confirmed. 8/4/2021.

Commented [BAP50]: Client Note: AB 1798 amended Vehicle Code section 27316 to require that, on or before July 1, 2035, all school buses in use in CA be equipped with a passenger restraint system.

This is some sample, broad language to meet the legal requirement, if the school is currently in compliance.

Commented [SA51R50]: Confirmed. 8/4/2021.

Commented [MMH52]: Internal Note: This remains the correct citation. 3/7/19.

Commented [KGT53R52]: Confirmed 02/20/2020

Commented [SA54R52]: Confirmed. 8/4/2021.

Commented [BH55]: Client Note: EC section 56195.8(b)(6) requires the policy to include "Information regarding the number of individuals with exceptional needs who are being provided special education and related services."

This is really more a requirement about state reporting, but we included some sample, broad language to meet the legal requirement.

Internal Note: BAP update: Confirmed as of 02/06/19. No changes.

Commented [SA56R55]: Confirmed 8/4/2021.

Commented [MMH57]: Client Note: This section is optional and may be revised and/or removed as desired. Please ensure this language aligns with any existing SELPA policies.

Commented [MMH58]: Internal Note: This aligns with Education Code section 56329(c) and 34 CFR section 300.502(c).

Commented [KGT59R58]: Confirmed 02/20/2020

Commented [SA60R58]: Confirmed. 8/4/2021.



1. The parent disagreed with NCSOTA's evaluation and NCSOTA received a request within a reasonable time after receipt of the results of the evaluation.
2. The parent timely and upon request provided NCSOTA with written consent to exchange information with the examiner.
3. The private evaluation meets all criteria contained in this policy.

4. The parent timely provided a copy of the written evaluation report and all other documents\tests related to the report.

5. The examiner attends the relevant IEP team meeting by phone or in person to discuss his or her findings and provides protocols of all assessments to NCSOTA.

The reimbursement will be in an amount no greater than the actual cost to the parents. Parents may only be reimbursed for one (1) IEE for each assessment area or discipline with which they disagree.

In all cases, if NCSOTA initiates a due process hearing to show that NCSOTA's evaluation is appropriate, no reimbursement shall be made unless ordered by a Hearing Officer.

B. IEE at Public Expense

NCSOTA recognizes that federal and state laws provide parents/guardians of students with disabilities with the right to obtain an IEE, at public expense, when the parent/guardian disagrees with an assessment conducted by NCSOTA within the last two (2) years. Parents may only receive one (1) IEE for each assessment area or discipline with which they disagree.

The Director or designee(s) shall ensure that when a parent/guardian requests an IEE at public expense, NCSOTA shall provide the parent/guardian with a copy of their Procedural Safeguards and, without unnecessary delay, either:

1. Initiate a due process hearing to show that the evaluation, completed by NCSOTA, is appropriate; or
2. Provide the parent/guardian with information about where an IEE may be obtained, the Charter School's criteria applicable for IEEs, and ensure that an IEE is provided at public expense.

Should the NCSOTA grant the parent's request for an IEE, the Director or designee(s) shall ensure the following:

1. The criteria under which the IEE is obtained at public expense, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that NCSOTA uses when it initiates an evaluation.
2. NCSOTA does not impose conditions or timelines related to obtaining an IEE at public expense. All assessments shall be completed by persons competent to perform the assessment as determined by NCSOTA. Parent has the right to choose the examiner.

Commented [RAD61]: Internal Note: Aligns with C.S. v. Governing Bd. of Riverside Unified Sch. Dist., 2009 U.S. App. Lexis 7249 (9th Cir Apr.6, 2009) and 34 CFR 300.502(b)

Commented [KGT62R61]: Confirmed citation – no negative treatment. 02/20/2020

Commented [SA63R61]: Confirmed 8/4/2021.

Commented [RAD64]: Internal Note: Aligns with Letter to Anonymous 56 IDELR 175 (OSEP 2010)

Commented [SA65R64]: Confirmed. 8/4/2021.

Commented [MMH66]: Internal Note: This aligns with

Commented [KGT67R66]: Confirmed 02/20/2020

Commented [SA68R66]: Confirmed 8/4/2021.

Commented [RAD69]: Internal Note: Aligns with 34 CFR

Commented [KGT70R69]: Confirmed 02/20/2020

Commented [SA71R69]: Confirmed. 8/4/2021.

Commented [MMH72]: Client Note: 34 CFR section

Commented [KGT73R72]: Confirmed 02/20/2020

Commented [SA74R72]: Confirmed 8/4/2021.

Commented [MMH75]: Internal Note: This aligns with

Commented [KGT76R75]: Confirmed 02/20/2020

Commented [SA77R75]: Confirmed 8/4/2021.

Commented [MMH78]: Internal Note: This aligns with

Commented [KGT79R78]: Confirmed 02/20/2020

Commented [SA80R78]: Confirmed 8/4/2021.

Commented [RAD81]: Internal notes: Aligns with Letter

Commented [SA82R81]: Confirmed. 8/4/2021.

Commented [MMH83]: Internal Note: This aligns with

Commented [KGT84R83]: Confirmed 02/20/2020

Commented [SA85R83]: Confirmed 8/4/2021.

Commented [MMH86]: Internal Note: This aligns with

Commented [KGT87R86]: Confirmed 02/20/2020

Commented [SA88R86]: Confirmed 8/4/2021.

Commented [MMH89]: Internal Note: This aligns with

Commented [KGT90R89]: Confirmed 02/20/2020

Commented [SA91R89]: Confirmed. 8/4/2021.

Commented [RAD92]: Internal note: aligns with Letter

Commented [SA93R92]: Confirmed. 8/4/2021.



3. If the original evaluation completed by NCSOTA included in-class observation of the student, an equivalent opportunity shall apply to an independent educational assessment of the pupil in the pupil's current educational placement and setting. A parent/guardian shall have the opportunity to demonstrate that unique circumstances justify a waiver of any of the criteria listed above as defined by NCSOTA.
4. The evaluator must prepare and sign a full evaluation report containing:
 - a. A list of all information/data reviewed.
 - b. A clear explanation of the testing and assessment results.
 - c. A complete summary of all test scores, including, for all standardized testing administered, all applicable full scale or battery scores, domain or composite scores, and sub-test scores reported in standard, scaled or T-score format.
 - d. A complete summary of all information obtained or reviewed from sources other than testing conducted by the evaluator.
 - e. Recommendations for IEP team consideration for educational programming and, if appropriate, placement that is educationally relevant and realistic within a public educational setting.

The cost determination for an IEE shall be comparable to the costs incurred by NCSOTA when it uses its own employees or contractors to complete an assessment, whenever possible and shall reflect reasonable and customary rates for such services in the area. As a result, the Director or designee(s) shall provide a parent/guardian with a recommended cost ceiling. The cost ceiling shall be updated (once every three (3) years) and determined by averaging the cost of the following three assessors/factors:

1. The cost of an assessment provided by a NCSOTA employee.
2. The cost of an assessment provided by a neighboring local educational agency.
3. The cost of an assessment provided by a private service provider, with appropriate qualification, within (40 miles) from the Charter School.

The Director or designee(s) shall ensure~~may consider~~ a parent/guardian ~~may demonstrate that guardian's demonstration of any~~ unique circumstances, related to the student's education need(s), that justify a financial waiver of any additional cost for an IEE, above the cost ~~as defined ceiling established~~ by NCSOTA.

The Director or designee(s) shall ensure a parent/guardian voluntarily have their private health insurance pay the costs of the IEE if covered by their insurance. However, NCSOTA recognizes that federal and state laws specify that parents/guardians are not required to have private insurance cover the costs of an IEE if the process would result in a financial cost to the parent/guardian including but not limited to:

1. A decrease in available lifetime coverage or any other benefit under an insurance policy;
2. An increase in premiums or the discontinuance of the policy;

Commented [MMH94]: Client Note: Please let us know if you would like a sample provider criteria chart to provide to families.

Commented [MMH95]: Client Note: Please ensure that this list is updated every three years.



NEVADA CITY
SCHOOL OF THE ARTS

Board Policy #: 315
Adopted/Ratified: 03/26/2020
Revision Date: 12/14/2023; 05/01/2025

3. An out-of-pocket expense such as payment of a deductible amount incurred in filing a claim.



NEVADA CITY
SCHOOL OF THE ARTS

Board Policy #: 502
Adopted/Ratified: 09/25/2015
Revision Date: 01/25/2024; 05/01/2025

Nevada City School of the Arts

EMPLOYEE HANDBOOK

Lower Campus and Official Mailing Address:

13032 Bitney Springs Rd., Building 8, Nevada City, CA 95959
Phone: (530) 273-7736 * Fax: (530) 273-1378

Upper Campus:

13028 Bitney Springs Rd., Building 3, Nevada City, CA 95959
13026 Bitney Springs Rd., Building 2, Nevada City, CA 95959
Phone: (530) 273-7736 * Fax: (530) 273-1522

www.ncsota.org



ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE BUSINESS OFFICE.

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Charter Council of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Charter Council has the authority to make any such agreement and then only in writing signed by the Charter Council President.

Employee's Signature: _____ Date: _____

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NEVADA CITY
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**Please sign/date, tear out, and return to the School, and retain
this Handbook for your reference.**



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Commented [CHP1]: We didn't update the ToC but can do so as needed once the Employee Handbook is finalized.

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NEVADA CITY SCHOOL OF THE ARTS

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WELCOME AND OVERVIEW

Introduction

Nevada City School of the Arts is very pleased to welcome you to our staff!

This Employee Handbook ("Handbook") was written for you, as an employee of the Nevada City School of the Arts ("NCSA," or the "School"). Employees are encouraged to read it carefully. It is designed to help employees become familiar with some of NCSA's policies and procedures, and describes in general the terms of our employment guidelines. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document to employees throughout their employment with us.

Each NCSA employee is expected to be familiar with these policies. Lack of knowledge concerning the contents of this Handbook will not excuse any employee from being held accountable for the information. It is the responsibility of each employee to become familiar with the contents of this Handbook and to behave in a manner consistent with NCSA policies.

If employees have any questions about their employment or the material covered in this Handbook, please bring questions to the attention of their supervisor or the School Business Manager.

Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does this Handbook replace any official plan documents (e.g., health insurance, retirement plan, or insurance contracts.), which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

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

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

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

written approval of the Director **CONDITIONS OF EMPLOYMENT**

Equal Employment Opportunity Is Our Policy

NCSA is an equal opportunity employer and makes employment decisions on the basis of merit. NCSA is committed to providing a work environment that is free of unlawful discrimination. This means it is our policy to afford equal employment and advancement opportunity to all qualified individuals without regard to

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

Commented [CP2]: This term was specifically removed from the definition of race as a protected class per a recent legal update.

Commented [CHP3]: California law was amended most recently to expand the definition of sex as a protected class to include reproductive health decision-making. As a result, this language was updated.

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

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

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

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

At-Will Employment

Except if stated expressly otherwise by employment contract, it is NCSA's policy that all employees are hired on an "at-will" basis. This means that either an employee or NCSA can terminate the employment relationship at any time, for any reason, with or without cause, and with or without advance notice.

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

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

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for,

Commented [CHP4]: This language was added to reflect best practices regarding criminal background check screening. If this is not consistent with the School's practices, please feel free to modify or delete this language.

charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Director.

Tuberculosis Testing

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

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

Child Abuse and Neglect Reporting

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

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

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

Employees who have any questions about these reporting requirements should contact Human Resources.

Commented [CHP5]: This language was expanded in light of a few cases we saw in recent years where employees who were arrested or charged with higher level offenses returned to work and the school didn't timely receive the subsequent arrest notification (and had they received it, would not have allowed the employee to be on campus). With this revision, the School could now take disciplinary action against an employee for failing to report this information immediately.

Commented [CHP6]: This language was revised as medical professionals other than doctors can complete the risk assessment, such as nurses and physician's assistants.

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

Immigration Compliance

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

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

Commented [CHP7]: This language was added following an update to the IRCA as a result of fairly recent litigation resulting in this notice requirement for employees.

Professional Boundaries: Staff/Student Interaction Policy

NCSA recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible. This policy is available on NCSA's website at link.

Commented [CP8]: Since it's a legal requirement to post the policy on the School's website (and we've found many clients are noncompliant in this regard), we're recommending that the link be listed here. Please feel free to delete as needed.

Corporal Punishment

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

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

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

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;

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

B. Examples of PROHIBITED actions (corporal punishment)

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

Acceptable and Unacceptable Staff/Student Behavior

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

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

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

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

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

Duty to Report Suspected Misconduct

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

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for the employee's benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- (k) Communication with students via an employee's personal accounts such as email and/or social media.

Commented [CP9]: We revised this language to strengthen the restrictions on employee conduct in this regard.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

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

Cautionary Staff/Student Behaviors

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

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.

- (c) Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between the employee and their students.
- (f) Stopping and correcting students if they cross the employee's own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if the employee finds themselves in a difficult situation related to boundaries.
- (j) Involving their supervisor if conflict arises with the student.
- (k) Informing the Director about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if the employee will be alone with any type of special needs student.
- (o) Asking another staff member to be present when the employee must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping professional conduct a high priority.
- (s) Asking if the employee's actions are worth their job and career.

Policy Prohibiting Unlawful Harassment, Discrimination and Retaliation

NCSA is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. NCSA's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress

Commented [CHP10]: This change and the added paragraph below are consistent with the EEO updates above.

Commented [CHP11]: This the same update to the EEO policy above as these policies contain all of the protected classes under both federal and state law.

and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

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

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

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

Prohibited Unlawful Harassment

The following examples are not an exhaustive list:

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

Prohibited Unlawful Sexual Harassment

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

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

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

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

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Director. See Appendix A for the "Harassment/Discrimination/Retaliation Complaint Form." See Appendix B for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee

Commented [CHP12]: Please ensure the School is actually providing this training per the guidance here. In defending CRD (formerly the DFEH)/EEOC claims, our schools often get audited on their compliance with the sexual harassment prevention training and I've found a handful of schools which aren't fully compliant.

to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.

- Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate NCSA policy.

Title IX Notice of Nondiscrimination

NCSA does not discriminate on the basis of sex and prohibits any acts of sex discrimination including sex-based harassment 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 employment.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Charter School Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

All complaints and reports of conduct that may constitute sex discrimination including sex-based harassment should be submitted to our Title IX Coordinator, who can be reached at:

[\[INSERT TITLE IX COORDINATOR INFORMATION\]](#) Angie Defeyter – angie.defeyter@ncsota.org – 530-273-7736 x1018

A copy of NCSA's Title IX Policy, which includes the specific rules and procedures for reporting sex discrimination and sex-based harassment occurring within NCSA's education program or activities and for pursuing available remedies, is available on the NCSA website at: [\[INSERT LINK\]](#).

Whistleblower Policy

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Commented [CHP13]: The School is obligated to provide notice of its Title IX policy to employees annually. While the policy need not be attached to the Employee Handbook (especially given its length), this notice should be included and the School must ensure the policy is available on its website as noted here.

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

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

Drug-Free and Alcohol-Free Workplace

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

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

This policy will not be construed to prohibit the use of alcohol at social or business functions sponsored by the School where alcohol is served or while entertaining clients and prospective clients of the School. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing the School.

This policy does not prohibit an employee's use of cannabis off the job and away from the workplace.

Commented [CHP14]: CA law was recently amended to add such cannabis use as a protected class. To avoid advertising as much in the EEO policy where we normally include such updates on protected classes, we have included it here.

Confidential Information

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

Conflict of Interest

All NCSA directors, officers, and employees are expected to avoid situations involving actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in personal gain for that employee or for a relative as a result of NCSA's business dealings. Personal or romantic involvement with a third party doing business with NCSA that impairs an employee's ability to exercise good judgment on behalf of NCSA creates an actual or potential conflict of interest. Personal gain might include an employee or relative receiving a kickback, bribe, substantial gift, gratuity, or special consideration as a result of business dealings with NCSA.

Supervisor/subordinate romantic or personal relationships may also create a conflict of interest, affect an employee's ability to exercise good judgment on behalf of NCSA, and may put NCSA at risk for lawsuits.

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

Employees who are also Charter Council members must also follow the Council Conflict of Interest Policy.

Smoking

It is the policy of NCSA to prohibit smoking and vaping on all School premises and at off-campus School-sponsored events. Additionally, smoking is prohibited within 250 feet of any facility or park where a School sports event is taking place.

Commented [CHP15]: We updated this language to better align with legal requirements and best practices.

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THE WORKPLACE

Work Schedule

NCSA's business hours are normally 8:00 a.m. – 4:00 p.m. Monday through Friday.

The regular workday schedule for non-exempt employees is eight (8) hours; the regular workweek [starts Sunday and ends Saturday and](#) is forty (40) hours [a week](#), as defined in their employment agreement or as provided by their supervisor, subject to time off and leave provisions as set forth in this Handbook. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Job Duties

The Employees supervisor will explain their job responsibilities and the performance standards expected of the employee. Be aware that job responsibilities may change at any time during the employee's employment. From time to time, employee may be asked to work on special projects or to assist with other work necessary or important to the operation of the employee's department or the School. The employee's cooperation and assistance in performing such additional work is expected.

The School reserves the right, at any time, with or without notice, to transfer, demote, suspend, administer discipline, change job responsibilities, and change the terms and conditions of employment at its sole discretion.

Meal and Rest Periods

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

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

Although NCSA has policies in place to ensure that rest and meal periods are provided as required by law, each employee is ultimately responsible to ensure that their rest and meal periods are actually taken. An employee's failure to take rest and meal periods in accordance with this policy may be grounds for disciplinary action.

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

Lactation Accommodation

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

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

Commented [CHP16]: These updates were added to better align with the requirements of CA law for lactation accommodations.

Attendance and Tardiness

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

If it is necessary to be absent or late, employees are expected to telephone the School office or their direct supervisor as soon as possible, but no later than one and one-half (1½) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the Director sufficiently informed of the situation. For planned absences, employees must submit a completed Time-off Request Form to their direct supervisor for approval prior to taking the requested time off.

Certificated employees are also expected to assist School office personnel, when possible, with securing substitute teachers on short notice.

If the School may be closed due to weather or other circumstances, it is each employee's responsibility to call their supervisor to confirm whether they are expected to report to work as scheduled.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action, up to and including release from at-will employment with the School. Excessive tardiness is defined as more than four (4) occurrences. Excessive absenteeism is defined as more than three (3) occurrences in a rolling three (3)-month period. Absence for more than three (3) consecutive days without notifying a direct supervisor may be considered a voluntary resignation from employment.

If an absence is protected by law, it will not be counted as a violation of NCSA's attendance policy. NCSA may require a doctor's certification when an employee returns to work following an illness.

Use of NCSA Email, Voicemail, and Internet Access

NCSA email, voicemail and internet systems are the property of the School. They are provided by the School for the purpose of conducting School-related business as well as other business that is approved by the School. All communications and information transmitted by, received from, or stored in these systems are School records and the property of the School. **As a result, employees have no reasonable expectation of privacy in these systems.**

As an NCSA employee, use of School electronic mail (email), voicemail systems and Internet access is subject to the following limitations:

1. Personal use should be minimized, must not be allowed to interfere with timely job performance, and must always be consistent with law and professional standards.
2. The NCSA email and voicemail systems and Internet access are not to be used in any way that may be discriminating, harassing, disruptive, or obscene. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, creed, color, gender, gender identity, religion, national origin, ancestry, sex, sexual orientation, age, physical or mental disability, marital status, citizenship status, medical condition including genetic characteristics, veteran status or any other legally protected status may not be displayed or transmitted.
3. Brief and occasional personal use of the NCSA email system and Internet access is acceptable as long as it: (a) is not excessive or inappropriate, (b) occurs during personal time (lunch or other breaks), and (c) does not result in expense or harm to NCSA or otherwise violate other provisions in this Handbook. Employees are prohibited from personal use of email or internet access during school hours when students are present.
4. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's NCSA email account.
5. Employees should not attempt to gain access to another employee's NCSA email or voicemail messages without the latter's express permission.
6. NCSA retains the right to have access to, and keep a copy of, all computer passwords. NCSA reserves the right to keep a record of all usernames and password codes. NCSA may override personal passwords at any time for any reason. System security features, including passwords and delete functions, do not impair NCSA's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

No employee may install or use anonymous email transmission programs or encryption of email communications.

Employees who misuse electronic communications, media and the Internet and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets,

discrimination, harassment, disrespectful treatment of others or related actions will be subject to discipline and/or immediate termination.

All electronic communications and information created by NCSA employees while conducting NCSA business, including all software, databases, hardware, and digital files remain the sole property of NCSA. The use of personal passwords does not affect NCSA's ownership of the electronic information.

NCSA reserves the right to monitor, access and review electronic files, voice mail, messages, mail, Internet history, email, and other digital archives as necessary to ensure that no misuse or violation of NCSA policy occurs. NCSA further reserves the right to conduct such activities without notice to the employee and at any time, not necessarily in the employee's presence. Employees should assume that all voice mail, text messages and email may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Personal Business and Use of Cell Phones

NCSA's facilities for handling mail and telephone calls are provided for the primary purpose of conducting School business. Personal mail should be directed to employees' home addresses and personal phone calls should be limited to an absolute minimum. To avoid toll charges, personal phone calls should not be made outside the School's immediate dialing area.

Employees are expected to avoid using School material, time, or equipment for personal projects. Use of personal cell phones by Teachers and Instructional Assistants, including texting, is prohibited during school hours when students are present, unless the communication is school-related and of an urgent nature.

No NCSA employee may use a cell phone or other electronic device for business purposes while operating a motor vehicle. Employees may only operate cell phones or other electronic devices if they are off the road and parked. Under no circumstances shall employees place or receive phone calls while operating a motor vehicle while driving on NCSA business or during NCSA work time. Employees should pull over and park before taking messages, sending or receiving texts, etc. Failure to agree or abide by this policy may result in disciplinary action, up to and including termination of employment.

Social Networking/Media Policy

Scope

In light of the explosive growth and popularity of social media technology in today's society, the School has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when the employee: (1) makes a post to a social media platform that is related to the School; (2) engages in social media activities during working hours; (3) uses School equipment or resources while engaging in social media activities; (4) uses School e-mail address to make a post to a social media platform; (5) posts in a manner that reveals the employee's affiliation with the School; or (6) interacts with School

students or parents/guardians of School students (regarding School-related business) on the Internet and on social media sites.

For the purposes of this policy, the phrase “social media” refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, Twitter, Pinterest, LinkedIn, YouTube, and Instagram, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

This policy is intended to supplement, not replace, the School’s other policies, rules, and standards of conduct. For example, School policies on confidentiality, use of School equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

Employees are required to comply with *all* School policies whenever their social media activities may involve or implicate the School in any way, including, but not limited to, the policies contained in this Handbook.

Standards of Conduct

Employees are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School’s trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after the employee’s employment with the School.
- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- While it is acceptable to engage in limited and incidental social media activities at work, such social media activities may not interfere with the employee’s job duties or responsibilities.

Do not use School-authorized email addresses to register on social media websites, blogs, or other online tools utilized for personal use.

- Be knowledgeable about and comply with the School's background check procedures. Do not "research" job candidates on the Internet or social media websites without prior approval from the School Director.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from the School Director.
- Always be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School. Avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, libelous, slanderous, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, the School or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Employees must make sure they are always honest and accurate when posting information or news, and if the employee makes a mistake, correct it quickly. Never post any information or rumors about the School, fellow employees, students, parents, vendors, customers, suppliers, people working on behalf of the School, or competitors.
- Express only the employee's own personal opinions. The employee must never represent themselves as a spokesperson for the School unless authorized to do so. If the employee publishes social media content that may be related to their work or subjects associated with the School, the employee must make it clear that they are not speaking on behalf of the School and that their views do not represent those of the School, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the School."
- Never be false or misleading with respect regarding professional credentials held by the employee.

Creating and Using School Social Media

Employees are only permitted to communicate and connect with students on social media that is owned and operated by the School. Employees are only permitted to communicate and connect with students' parents or guardians regarding School-related matters on social media that is owned and operated by the School. All communications with parents or guardians regarding School-related matters on non-School or personal social media may result in disciplinary action, up to and including termination. Any communication whatsoever with students on non-School or personal social media may result in disciplinary action, up to and including termination.

The IT Department, in addition to the Development Coordinator and members of the administration, are responsible for approving requests for School social media, monitoring School

social media for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). The School has final approval over all content and reserves the right to close the social media site/account at any time, with or without notice. Any inappropriate or unprofessional communications may result in disciplinary action, up to and including termination.

To set up social media that is owned and operated by the School in compliance with this policy, employees must adhere to the following procedures:

- Request and obtain permission to create School social media the School Director.
- Contact the IT Department to set up the social media. Provide the IT Department with the username and password that the employee would like assigned to the account. If the employee changes their username and/or password, they must immediately update this information with the IT Department. Failure to do so may result in disciplinary action, up to and including termination.

Any social media created and/or used in violation of this policy may result in disciplinary action, up to and including termination.

Access

Employees are reminded that the School's various electronic communications systems, including, but not limited to, its electronic devices, computers, telephones, e-mail accounts, video conferencing, voice mail, facsimiles, internal and external networks, computers, cell phones, smart phones, PDAs, tablets, and other similar devices, are the property of the School. All communications and information transmitted by, received from, or stored in these systems are School records.

As a result, the School may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. The School may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with the School has engaged in a violation of this, or any other, School policy. **As a result, employees do not have a reasonable expectation of privacy in their use of or access to the School's various electronic communications systems.**

Discipline

Any violation of this Social Media Policy may result in disciplinary action, up to and including immediate termination.

Retaliation Is Prohibited

The School prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation of a potential violation of this policy. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Questions

In the event employees have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact Human Resources.

Social media is in a state of constant evolution, and the School recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and seeking guidance, clarification, or authorization *before* engaging in social media activities that may implicate this policy.

Personal Appearance/Standards of Dress

NCSA employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all employees shall adhere to the following standards of dress:

- 1) Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair.
- 2) Slacks and shorts are to be worn on the waist with no portion of an undergarment showing.
- 3) Skirts and dresses should be no higher than three (3) inches above the knee.
- 4) All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- 5) Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- 6) Appropriate shoes must be worn at all times.

Health and Safety Policy

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

NCSA employees are responsible for their own safety, as well as that of others in the workplace. Each employee is provided with a copy of the School's Safety Handbook upon hire. All employees

are required to know and comply with the safety guidelines reflected in the Safety Handbook and to follow safe and healthy work practices at all times. Employees are required to report immediately to NCSA any potential health or safety hazards, and all injuries or accidents.

To help maintain a safe workplace, everyone must be safety-conscious at all times. Use of proper safety equipment and following safety practices and procedures are conditions of employment. Violation of safety rules or policies will result in disciplinary action, up to and including termination.

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

All employees are required to immediately report to the School Director or Business Manager any potential health or safety hazards. In addition, all employee injuries or accidents must be reported immediately.

NCSA provides workers' compensation insurance to cover work-related illness or injury. Neither NCSA nor its insurer will be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

For more information about time off due to a work-related illness or injury, please refer to the Workers' Compensation Disability Leave policy later in this Handbook.

First Aid/CPR Training

If the employee's position is one that works directly with students (as determined by the School Director), the employee must be certified in basic aid and cardiopulmonary resuscitation (CPR.) When the employee is hired, the employee will be required to provide evidence within forty-five (45) days of their first day of work to show that they have been certified in first aid/CPR training within the previous two (2) years. The employee must also become re-certified at least every two (2) years during their employment at NCSA.

First aid/CPR Training shall consist of a completed course, and resulting certification, which is based on standards that are at least equivalent to the standards currently used by the American Red Cross or the American Heart Association.

The employee will be responsible for the initial cost of obtaining this first aid/CPR training. All training re-certification and renewal costs will be covered by NCSA.

Blood-borne Pathogen Training

If the employee's position is one that works directly with students (as determined by the School Director), the employee must receive blood-borne pathogen training at least every two (2) years. The training will be provided by NCSA and will cover such topics as:

- The history and dangers of blood-borne pathogens;
- Universal precautions to reduce or eliminate exposure;

- Methods for handling bio-hazardous waste;
- Available vaccination programs; and,
- Exposure control procedures.

Security Protocols

NCSA has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the School Director or School office personnel immediately.

Employee classrooms, offices, and desks should be secured at the end of each day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify their supervisor when keys are missing or if security access codes or passes have been breached.

Employees should immediately notify the School Director or Office Administrator when keys are missing or if security access is known to have been breached in any way.

The security of our School facilities, as well as the welfare of our employees and students, depends upon the alertness and sensitivity of every individual to potential security risks.

Occupational Safety

NCSA is committed to the safety of its students, employees, vendors, contractors and the public and to providing a clear safety goal for management. The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures.

Every effort will be made to provide adequate safety training. If an employee is ever in doubt about how to perform a job or task safely assistance should be requested. Unsafe conditions must be reported immediately.

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

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

Use of Personal Vehicles

In order for employees to use their personal automobile for School business, employees are required to maintain minimum limits of \$100,000 per person/\$300,000 per accident of bodily injury and \$50,000 of property damage.

Employees should be aware that, should they choose to use their personal automobile for School business and are involved in an accident, *their own liability insurance policy applies first*. The School's liability coverage would be used only after the employee's limits had been exceeded.

If the employee does not carry sufficient insurance to meet the School's required minimum limits described above, the employee should immediately notify their supervisor and not use their personal vehicle for School Business until they meet the minimum requirements.

Refer to the School Field Trip Policy regarding transporting students.

Accident/Incident Reporting

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

Reporting Fires and Emergencies

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

Employees may not transport any sick or injured student to a medical facility, but instead will call 911 for assistance.

EMPLOYEE WAGES AND BENEFITS

Employee Classifications

Upon hiring, all employees are classified as exempt or nonexempt, full-time or part-time, and regular or temporary. All employees are either exempt or nonexempt according to provisions of applicable wage and hour laws. Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

Exempt Employees

Pursuant to applicable law, exempt employees are those who exercise the requisite degree of discretion and independent judgment and perform certain administrative, professional, and/or executive duties. Exempt employees are not entitled to overtime pay. Exempt employees are expected to report for work and perform their jobs in a regular and timely manner.

Nonexempt Employees

Pursuant to applicable law, nonexempt employees are entitled to overtime pay. Nonexempt employees may have to work hours beyond their normal schedules as work demands require. Nonexempt employees are required to take meal and rest periods in the manner described in this Handbook.

Regular Employees

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time. Temporary and substitute employees are not considered regular employees.

Full-Time Employees

An employee who is regularly scheduled to work and regularly works at least thirty (30) to forty (40) hours per week is considered a regular full-time employee. Generally, full-time employees are eligible for School benefits, such as health care plans, holidays, and sick leave. However, eligibility for each School benefit is ultimately governed by the applicable policy, plan document, and/or applicable law. Thus, there may an instance in which a full-time employee is eligible for some but not all of these benefits.

Part-Time Employees

An employee who is regularly scheduled to work and regularly works fewer than thirty (30) hours per week is considered a regular part-time employee. Generally, part-time employees are not eligible for School benefits, such as health care plans, holidays, and sick leave. However, eligibility for each School benefit is ultimately governed by the applicable policy, plan document, and/or

applicable law. Thus, there may an instance in which a part-time employee is eligible for one or more of these benefits.

Temporary Employees

An employee who is hired for a particular project or job of limited or indefinite duration is considered a temporary employee. A temporary employee is not eligible to earn, accrue, or participate in any School benefits program, except as otherwise required by law.

An employee will not change from one status to any other status or classification simply because of the number of hours that the employee is scheduled to work or the length of time spent as an employee. The status of a temporary employee may change only if the employee is notified of the change in status, in writing, by Human Resources.

Payroll Withholdings

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

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability. These contributions also cover Paid Family Leave (PFL) benefits to those out of work to care for a seriously ill family member or bond with a new child. SDI and PFL benefits are managed by California Employment Development Department (EDD) and are not determined by the School

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Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School will provide the employee with a written notice which describes the wage overpayment and will afford the employee an opportunity to respond before commencing any recoupment action. If the employee disputes the wage overpayment, the School shall initiate a legal action to validate the overpayment before proceeding with recoupment. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall

provide employees with advance written notice of the deduction prior to the pay period when it will go into effect.

Commented [CHP17]: This language was added to reflect two recent updates to the Education Code which allow charter schools to make deductions to employees' wages for undisputed overpayments.

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

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Business Office or by logging on to the payroll portal. The School Business Office maintains a supply of these forms.

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

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

Employee retirement contributions to the California State Teachers Retirement System (STRS) are withheld for eligible employees, as required by law. See further information about this retirement program below.

Any earnings that are eligible for STRS are not covered under social security. As a result, no social security is withheld from employee pay for these earnings. However, for any employees who do not qualify for STRS, social security contributions are withheld at the mandated rate.

All paycheck withholdings are listed on each paycheck voucher. Questions about withholdings or other payroll related matters should be directed to the School Business Office.

Pay Period and Time Records

Paydays are scheduled twice per month on the 10⁵th and 2⁵th of each month. If an employee observes any error in his or her check, it should be reported immediately to the Payroll Department.

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

Non-exempt employees must accurately record time in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The timecard indicates when the employee arrived and when the employee departed. All non-exempt employees must record time in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday. Non-exempt, regular employees will be provided with a datasheet and calendar that reflects the daily hours to be worked, the start time and end time of each day, and the number of days to be worked in the school year. This will inform the payroll department of each employee's

average hours to be worked every payroll. The employee is responsible for recording any time off on their time-card and reporting it in the payroll period it occurs.

Non-exempt employees are solely responsible for ensuring accurate information on their timecards and remembering to record time worked. If an employee forgets to mark their timecard or makes an error on the timecard, the employee must contact the School Business Office to make the correction and such correction must be initialed the employee.

No one may record hours worked on another's time-card. Any employee who tampers with his/her own timecard, or another employee's timecard, may be subjected to disciplinary action, up to and including release from at-will employment with the School.

All employees are required to follow the School's times-card recordkeeping system. Time-cards must be completed, signed and delivered to the School Business Office by the 1st and 16th of each month for the preceding pay period.

Regular employees are responsible for recording on the time-card any time off taken during the preceding pay period, as well as the name of the substitute hired to replace them during that time off. Regular employees should also record any time away from the School while working on "school business" and should note on the time-card the nature of the school business conducted and any substitute hired to replace them.

Nonexempt employees are further responsible for recording on an "hourly" time-card any "extra hours worked" as defined above.

Temporary hourly employees are responsible for recording all time worked on an hourly time-card and submitting completed, signed time-cards on or before the 1st and 16th calendar day of each month.

Any time-card errors should be reported to the School Business Office immediately. Failure to accurately record hours worked or falsifying or altering time-card information will result in disciplinary action, up to and including termination of employment.

Overtime Pay

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

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of

eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

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

Wage Attachments and Garnishments

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

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

Stipends

Some employees may receive stipends for additional duties performed, subject to Charter Council approval. Stipends will be paid during the month(s) that the respective duties are completed and shall be reflected on the annual Salary Schedule then in effect.

Make-Up Time

The School may permit nonexempt employees to take personal time off during the workweek and make up work time that is or would be lost as the result of such personal time off.

Make-up time must be requested in writing by the employee and approved in advance by their supervisor. Make-up time must be worked during the same workweek as the time missed. Employees are permitted to work up to eleven (11) hours in one day, without incurring overtime, while making up missed time. Under no circumstances are employees permitted to work more than eleven (11) hours in one day or forty (40) hours in one week for purposes of make-up time.

Emergency Day Policy

NCSA schedules two (2) unpaid days each school year to account for possible emergency closure. If an emergency day is called on a day other than the scheduled days on the calendar, hourly employees are required to use discretionary leave for the hours missed, schedule additional hours to make up the time with a supervisor/teacher, or mark those hours missed as unpaid leave.

Exempt Employees - Exempt employees will need to work on the scheduled day off to make up for their normal scheduled hours missed. Nonexempt teachers that share a schedule will need to take

unpaid leave or discretionary leave if the make-up day lands on a day they are not scheduled to work.

Hourly Non-exempt Employees - All hourly employees will be required to use discretionary leave, unpaid leave or schedule to work extra hours to make up for any hours missed if an emergency day is called that cannot be made up with the scheduled emergency day. For example, if an emergency day is called on a Monday and an employee is scheduled to work six (6) hours, but the scheduled emergency day on the calendar is a Friday and an employee is only scheduled to work four and a half (4 ½) hours, then the employee will need to either take one and one-half (1 ½) hours of discretionary or unpaid leave, or they will need to schedule to work an additional one and one-half (1 ½) hours extra to make up for the lost time.

Health Benefits

Definition— NCSA shall provide health benefits to eligible employees, subject to contribution limits described below. For purposes of this policy, health benefits are defined as medical coverage, vision coverage and dental insurance coverage.

Eligibility - Employees working thirty (30) hours per week or more are eligible to receive health benefits.

NCSA Contribution Toward Health Benefits Costs – Eligible full-time employees receive a contribution from NCSA toward health benefits up to a maximum per school year (the “benefit cap”). All insurance premiums up to this amount will be paid by NCSA on behalf of the employee and their family, upon submission of required enrollment documentation. Any costs over the benefit cap are the employee’s responsibility and will be deducted from the employee’s semi-monthly pay.

For eligible part-time employees, the benefit cap is pro-rated based on the number of contracted hours worked per week as a percentage of forty (40) hours per week.

Mid-Year Eligibility – For eligible employees who start employment mid-year, or for existing employees who become eligible mid-year, health benefits begin on the first calendar day of the month following the qualifying event (for example: an employee who begins work on January 15th will be eligible to begin receiving health benefits on February 1st.)

Life Insurance

Mandatory Group Term Life Insurance - Benefits-eligible employees, as defined above, who elect to receive medical benefits through NCSA are required to obtain \$50,000 in term life insurance benefits. The cost of this life insurance will be paid by NCSA.

Additional Term Life Insurance – Benefits-eligible employees who elect medical coverage through NCSA may elect to purchase additional term life insurance coverage at an additional premium cost per month. The cost of this additional life insurance will be deducted from semi-monthly pay on after-tax basis and must be paid by the employee.

COBRA Benefits

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

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

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

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

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

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

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

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

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

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

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

Retirement Plans and Social Security

The State Teachers' Retirement System (STRS) is a state-administered defined benefit retirement program for certificated employees. Under this program, eligible employees contribute a pre-determined percentage of pre-tax "creditable compensation" into individual STRS accounts. These contributions are withheld from employees' pay and remitted to STRS by NCSA.

For more information regarding STRS, see the CalSTRS member handbook or contact STRS directly at:

CalSTRS
PO Box 15275
Sacramento, CA 95851-0275
800-228-5453
www.calstrs.com

Social Security - Employees who participate in STRS, as described above, are not covered by social security for earnings during employment at NCSA. Similarly, social security is not withheld from these employees' pay.

Generally, employees who do not participate in STRS are covered by social security and related withholdings will be made from monthly pay for these employees.

403(b) Retirement Plan

NCSA offers all employees the opportunity to participate in a 403(b) retirement savings plan. Employees may voluntarily contribute to the plan through payroll deductions, subject to IRS contribution limits. Employees who work twenty (20) hours per week or more are eligible to receive an employer matching contribution of up to 4% of their earnings, based on their elective deferrals. Employer contributions are subject to the plan's vesting schedule, if applicable.

Participation in the plan is subject to the terms and conditions set forth in the official plan documents. Employees are encouraged to review these documents and consult with HR or a

[financial advisor for more details on eligibility, contributions, and withdrawal rules. For additional information or to enroll, please contact Human Resources.](#)

Early Retirement Incentive

NCSA would like to thank all employees for their dedicated service over the years. The School recognizes the energy, time, effort and understanding employees have given the School's students year after year. To that end, any full-time employee with at least fifteen (15) years of full-time equivalent service with NCSA and having reached age fifty-five (55) by the end of June 30th may qualify for an early retirement incentive. Employees may receive up to ~~\$715.00~~[\\$780.00](#) towards health benefits each month for five (5) years or until they reach age sixty-five (65), whichever comes first. Employees who wish to take advantage of the Early Retirement Incentive need to turn in an irrevocable resignation letter with their intention to participate in this benefit by February 1st.

HOLIDAYS, VACATIONS AND LEAVES

Holiday Pay

To be eligible for holiday pay, an employee must be nonexempt or non-credentialed exempt. Temporary employees and teachers are not eligible for holiday pay. Exempt employees and full-time teachers will receive their regularly scheduled pay during holidays. Part-time teachers will not be paid for holidays.

Eligible employees will receive time off with pay at their regular rate of pay on the School-observed holidays designated on the master school calendar.

Part-time employees are paid for any holidays occurring on scheduled workdays based on the average number of work hours per day. Average work hours per day is defined as the total number of assigned hours per week according to the employment agreement, divided by the number of days worked per week. (For example, if a part time employee works thirty (30) hours per week, Monday through Friday, the average number of hours per day would be six (6) hours.)

Holiday hours do not count as hours worked for purposes of calculating overtime. For example, if the employee receives eight (8) hours of holiday pay on Monday and works forty (40) hours Tuesday-Saturday (eight (8) hours/day), the employee will not be eligible for overtime.

Vacation

~~While NCSA recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for "peak traffic periods" in the school. With this in mind, it is expected that vacation time will be taken when school is not in session.~~

~~Regular full-time Business Office and facilities staff are entitled to vacation based upon date of hire, length of service and status with the School. Full-time staff shall accrue [INSERT] days of paid vacation each year, beginning after six (6) months of service. Paid vacation time for administrators will be established in the administrator's employment contract. Employees working on a part-time basis (less than full-time) shall not earn vacation days.~~

~~Any vacation time taken during the school year or otherwise must be coordinated and cleared by the Executive Director subject to scheduling and seniority. No vacation time may be taken by staff during the last two weeks of August unless specifically authorized by the Executive Director.~~

~~For Business Office staff, vacation days should be taken when school is not in session, preferably between July 1 to August 15. Vacation time is figured on a school year beginning with the opening of school rather than on a fiscal year.~~

~~Vacation time may not be utilized before it is earned. An employee whose employment terminates will be paid for accrued unused vacation days. Vacation can accrue up to a maximum of [INSERT] days of pay. Once this cap is reached, no further vacation will accrue until some vacation is used.~~

Commented [CHP18]: If the School offers vacation, it must allow it to carryover up to a reasonable cap, which is 1.5-2 times the annual accrual. Otherwise, to avoid allowing it to carryover, the School must pay it out at the end of each year.

~~When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.~~

Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) or a designated person (i.e., a person identified by the employee at the time the employee requests sick leave) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. Employees may also take paid sick leave to receive medical care or other assistance to address qualifying acts of violence, including but not limited to instances of domestic violence, sexual assault, or stalking, that are committed against themselves or a family member.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment.

~~NCSA provides paid sick leave to all employees in compliance with California labor laws and the school's employment policies. Paid sick leave is intended for the employee's personal illness, medical appointments, or to care for an immediate family member in need of medical care.~~

Certificated Employees (Full-Time Teachers)

- Full-time teachers will receive twelve (12) days of sick leave per fiscal year.
- Sick leave will accrue at a rate of 0.571429 days per pay period.

At the end of the fiscal year, up to 10 days of unused sick leave may be rolled over.

Classified Employees

- Full-time classified employees working a Full-Time Equivalent (FTE) of 186 days at eight (8) hours per day will receive ten (10) days of sick leave per fiscal year.
- Sick leave will accrue at a rate of 0.00672 per hour worked.
- Employees working less than full-time will accrue sick leave at a rate of 0.00672 per hour worked.
- Employees working more than 186 days at eight (8) hours per day will receive the ten (10) days of sick leave and accrue additional sick leave at a rate of 0.00672 per hour worked beyond the standard FTE, not to exceed earning twelve (12) days per year.

~~All eligible employees shall be credited with twenty fourforty (4024) hours of sick leave at the beginning of each work year. Furthermore, all full-time employees will accrue additional sick leave~~

Commented [CHP19]: This language was added to reflect a legal update expanding the reasons for which paid sick leave may be utilized.

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Commented [CHP20]: CA's paid sick leave law increased the minimum amount of sick leave which must be provided from 24 to 40 hours. As a result, I updated this language.

~~per month worked for a total of ninety six (96) hours per full work year. Part time employees shall accrue additional sick leave per month for a total eighty (80) hours per full work year~~

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours. ~~Employees may carry over eighty (80) hours of sick leave from year to year.~~ Additionally, the School does not pay employees in lieu of unused sick leave.

If an employee is absent longer than ~~five (5) days~~ due to illness, medical evidence of their illness and/or medical certification of their fitness to return to work satisfactory to the School may be required. The School will not tolerate abuse or misuse of the sick leave privilege. If the School suspects abuse of sick leave, the School may require a medical certification from an employee verifying the employee's absence.

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

Personal Necessity Leave

An employee may elect to use up to three (3) days of accumulated sick leave in any school year for purposes of personal necessity including any of the following specific reasons:

- Death or serious illness of a member of his/her immediate family (this is in addition to normal bereavement leave).
- Accident involving his/her person or property or the person or property of a member of his/her immediate family.
- Appearance in court as a litigant, or as a witness under official order.
- Adoption of a child.
- The birth of a child making it necessary for an employee who is the parent of the child to be absent during the work hours.
- Business matters which cannot reasonably be conducted outside the workday.

Employees must request personal necessity leave at least one (1) day in advance unless an emergency situation occurs. Personal leave is not vacation leave and is not subject to payout upon separation from employment.

Family Care and Medical Leave

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

- Employee Eligibility Criteria

Commented [CHP21]: If the School is switching from frontloading leave to the accrual method, it must allow carryover for all of at least 80 hours. As a result, I revised this language. However, you noted in your email that you wanted to create a cap of 320 hours (40 days). If the School wants to permit this cap for all employees, you can update the 80 hours to 320 hours here. Otherwise, you can differentiate between certificated, classified, and/or administrative (and even positions within these classifications) if some will be limited to the 80 hours and others will be allowed to accrue up to 320. I can help in revising this language as needed.

Commented [CHP22]: I increased this given that the School shouldn't be asking for a medical certification unless an employee's use of sick leave has exceeded the minimum amount they must receive by law (which is now 5 days, not 3 days).

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles (except for purposes of CFRA where the School must only have at least five (5) employees).

- Events That May Entitle an Employee TO FMLA/CFRA Leave

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
 - a. A "serious health condition" is an illness, injury, (including, but not limited to on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.

3. To care for a spouse, domestic partner, child, or parent with a serious health condition, a qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.
4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) -month period to provide said care. CFRA does not provide leave specific to caring for a service member.
5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

Commented [CHP23]: Similar to CA's paid sick leave law, CFRA was also updated to expand use in this regard.

- Amount of FMLA/CFRA Leave Which May Be Taken

1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
3. The "twelve-month period" in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- Pay during FMLA/CFRA Leave

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

- Health Benefits

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

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

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

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

employee.

- Seniority

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

- Medical Certifications

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

- Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

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

- Employment during Leave

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

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Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee to Pregnancy Disability Leave

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

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

- Duration of Pregnancy Disability Leave

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

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works

twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

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

1. The employee fails to return from leave after the designated leave period expires.
2. The employee’s failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.

- Seniority

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

- Medical Certifications

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

- Requesting and Scheduling Pregnancy Disability Leave

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

pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- **Return to Work**

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) –day period.

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

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with NCSA policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- **Employment during Leave**

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

Industrial Injury Leave (Workers' Compensation)

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

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

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

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

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

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

with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

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

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

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

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

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

Jury Duty and Witness Leave

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either the School or the employee may request an

excuse from jury/witness duty if, in the School's judgment, the employee's absence would create serious operational difficulties.

Nonexempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek.

In the event that the employee must serve as a witness within the course and scope of his or her employment with the School, the School will provide time off with pay.

Bereavement Leave

~~In the case of a death in an employee's immediate family, NCSA provides up to five (5) days of paid leave. Absences in excess of five (5) days may be taken as personal necessity leave (as defined above) if available, or personal unpaid leave.~~

~~For purposes of this policy, the term "immediate family" is limited to parents, siblings, children, spouse or domestic partner, grandparents or grandchildren.~~

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of paid bereavement leave due to the death of a covered family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law). Exempt employees are entitled to up to three (3) days of pay during bereavement leave. For all other employees, bereavement leave shall be unpaid unless an employee elects to use available accrued/unused paid leave. Bereavement leave must be utilized within three (3) months of the covered family member's date of death.

Bereavement pay will not be used in computing overtime pay. ~~Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. Absences in excess of five (5) days may be taken as personal necessity leave (as defined above) if available, or personal unpaid leave.~~

Reproductive Loss Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave. Reproductive loss leave shall not be used in computing overtime pay.

Civil Air Patrol Leave

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NCSA will provide up to ten (10) days of unpaid leave each year to eligible members of the Civil Air Patrol. The employee must be employed by NCSA for at least ninety (90) days immediately prior to commencement of the leave, and must be a volunteer member of the California Wing of the Civil Air Patrol, duly directed and authorized to respond to an emergency operational mission.

Time Off for Volunteer Firefighters, Reserve Peace Officers and/or Emergency Rescue Personnel:

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In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If employees participate in this kind of emergency duty/training, employees must inform their supervisor so that he or she may be aware that the employee may have to take unpaid time off for emergency duty/training. In the event that employees need to take time off for emergency duty/training, employees must inform their supervisor before doing so whenever possible. Time off for emergency training may not exceed fourteen (14) days per calendar year.

Emergency Duty/Training Leave is unpaid. Employees may choose to use your accrued vacation if they wish to receive compensation for this time off, but employees are not required to do so.

If the employee believes they have been treated unfairly as a result of taking or requesting Emergency Duty/Training Leave, the employee should contact their supervisor or any other manager, as appropriate.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Principal at least two (2) days notice.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a twelve (12)-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone

marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

School Appearance and Activities Leave

As required by law, NCSA will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of NCSA, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Time Off for Adult Literacy Programs

NCSA will make reasonable accommodations for any employee who reveals a literacy problem and requests that NCSA assist him or her in enrolling in an adult literacy program, unless undue hardship to NCSA would result. NCSA will also assist employees who wish to seek literacy education training by providing employees with the location of local literacy programs. NCSA will take reasonable steps to safeguard the privacy of any employee who identifies himself or herself as an individual with a literacy problem. While NCSA encourages employees to improve their literacy skills, NCSA will not reimburse employees for the costs incurred in attending a literacy program. All time off under this policy is unpaid, unless the employee chooses to use accrued discretionary leave (which will run concurrently) to cover his or her wages during the absence.

Victims of Abuse Leave

NCSA provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, that of the employee's child or children or when a person whose immediate family member is deceased as the

direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

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

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

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

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

Other Unpaid Leave

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

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

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently

terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

Returning From Leave of Absence

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

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

PERSONNEL EVALUATION AND RECORD-KEEPING

Employee Reviews and Evaluations

Each employee, excluding temporary employees, will receive a performance review at least every two years, conducted by the School Director or designee. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely at the discretion of the School and depend upon many factors, in addition to performance. After the review, employees are required to sign the evaluation report to acknowledge that it was reviewed with his or her supervisor and that the employee is aware of its contents.

In addition to formal bi-annual appraisals, direct supervisors are expected to provide counseling and feedback on an ongoing basis. Supervisors are also encouraged to meet with employees periodically throughout the year in order to establish goals for future performance and to discuss current performance.

Certificated Teachers 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, staff meetings and staff-development opportunities, informal support from the Director, arts coordinator and office staff, as well as classroom and teacher development funds (when funding allows).
- ❖ Development of goals: Teachers are also asked to videotape themselves at least two times a year and develop their own professional development goals through the use of videotaping. Teachers may wish to collaborate with their peers in this area, or simply use it for their own benefit. After viewing the video, the teacher will create goals based on what they feel their needs are. Two forms, the "Components of an effective Lesson" and the "Video Evaluation Goals" should be turned in to the school director after the first videotaping session in early fall (no later than the end of October) and again in February. Teachers will meet with the director at the end of the year to review their progress toward their specific goals.

Teachers are also asked to check in and seek support from faculty as a whole through regular team meetings. Further, teachers are encouraged to seek formal or informal feedback from students and parents each classroom year. Finally, at the year-end meeting with the School Director, teachers have the opportunity to reflect and receive feedback that can guide growth.

NCSA's performance evaluation system will in no way alter the at-will employment relationship. Failure by NCSA to evaluate an employee will not prevent NCSA from exercising its right to terminate the at-will employment relationship.

Personnel Files and Record-Keeping Protocols

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

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add their comments to any disputed item in the file. NCSA will restrict disclosure of their personnel file to authorized individuals within the School. A request for information contained in the personnel file must be directed to the School Director. Only the School Director or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

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

Employment Verification and References

All requests for employment verification will be directed to the Charter Business Center at the Nevada County Office of Education. All requests for employment references will be directed to the School Director. NCSA's response to such inquiries is limited to providing dates of employment and the employee's most recent position.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

All employees are expected to meet NCSA's standards for work performance and personal conduct. Misconduct by an employee will result in discipline, including possible termination of employment. The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten students or other employees' security, personal safety, employee welfare and NCSA operations also may be prohibited. This statement of prohibited conduct does not alter NCSA's policy of at-will employment relationship as to at-will employees of the School. If an employee is working under contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Violation of any NCSA policy described in this Handbook or any other NCSA policy, rule, or procedure, including but not limited to violation of any safety, health or security policy, rule, or procedure.
4. Any form of unlawful harassment, including sexually harassing another employee, student, or visitor or creating a hostile work environment.
5. Discriminating on the basis of race, color, creed, sex, marital status, physical or mental disability, age, national origin or ancestry, sexual orientation or any other consideration made unlawful by applicable discrimination laws.
6. Reporting to work under the influence of intoxicants or controlled substances, or the use of, or being in possession of, intoxicants or controlled substances on NCSA premises or while driving for work-related purposes.
7. Use of physical force, fighting or instigating a fight on School premises, assault, or physical intimidation of any other person.
8. Using or possessing firearms, weapons or explosives of any kind on School premises.
9. Use of profane, abusive or threatening language in conversations with students or other employees and/or intimidating or interfering with students or other employees.
10. Violations of the drug and alcohol policy.
11. Gambling on School premises.
12. Immoral or indecent conduct.
13. Violations of the sexual harassment policy.
14. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
15. Spreading rumors or gossip that may be harmful to NCSA or to its students or employees.
16. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.

17. Release of confidential information without authorization.
18. Dishonesty, falsification, unauthorized removal of NCSA records, or failure to report any such actions. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards
19. Engaging in sabotage or espionage (industrial or otherwise).
20. Dishonesty, fraud, or a breach of trust under any circumstance.
21. Conviction of a criminal act.
22. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
23. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
24. Permitting an unauthorized person to enter NCSA premises without permission.
25. Failure to follow specified job instructions, unsatisfactory work performance, or insubordination.
26. Conducting personal business during work hours and/or unauthorized use of telephone lines for personal calls.
27. Excessive absenteeism or tardiness, excused or unexcused.
28. Failure to report a work injury/accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment. Sleeping during work hours.
29. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
30. Refusal to speak to supervisors or other employees.
31. Failure to possess or maintain the credential/certificate required of the position.
32. Sleeping during work hours.
33. Release of confidential information without authorization.
34. Unprofessional conduct.
35. Allowing a visitor onto campus without prior authorization and without the appropriate clearances.
- Failure to disclose a pending action against the employee's credential by the California Commission on Teacher Credentialing.
- ~~33-36.~~

Commented [CHP26]: We added a few more rules to the list to better protect the School's ability to discipline/dismiss employees.

Off-Duty Conduct

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

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

1. Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at NCSA;
2. Additional employment that creates a conflict of interest or is incompatible with the employee's position with NCSA;
3. Additional employment that impairs or has a detrimental effect on the employee's work performance with NCSA;
4. Additional employment that requires the employee to conduct work or related activities on the NCSA's property during the employer's working hours or using our NCSA's facilities and/or equipment; and,
5. Additional employment that directly or indirectly competes with the business or the interests of NCSA.

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

Voluntary Termination of Employment

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

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

INTERNAL COMPLAINT REVIEW

Open Door Policy

At some time or another, employees may have a suggestion, complaint, or question about the School, their job, their working conditions, or the treatment they are receiving. We welcome employee suggestions, complaints, or questions. For issues other than prohibited harassment, discrimination, or retaliation, we ask that employees take their concerns first to their supervisor, who will investigate and provide a solution or explanation. If the problem is still not resolved, the employee may present it to Human Resources or the Director of the School, preferably in writing, who will address the employee's concerns.

Internal Complaint Review Policy

The purpose of the "Internal Complaint Review Policy" is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the School Director, Business Manager or the Charter Council to express their work-related concerns.

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

Internal Complaints

(Complaints by Employees Against Employees)

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

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

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; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The School Director or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the School Director, the complainant may file his or her complaint in a signed writing to the President of the Charter Council-, who will then confer with the Charter Council and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Charter Council President or investigator will report his or her findings to the Charter Council for review and action, if necessary.

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

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

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

If complaints cannot be resolved informally, complainants may file a written complaint with the School Director or Charter Council President (if the complaint concerns 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.

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

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

General Requirements

2. **Confidentiality:** All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
3. **Non-Retaliation:** All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
4. **Resolution:** The Charter Council (if a complaint is about the School Director) or the 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.

AMENDMENT TO EMPLOYEE HANDBOOK

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

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

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

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

If you are an employee of the School, you may file this form with the Director, Business Manager or Charter Council President.

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

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

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

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

Signature of Complainant Date: _____

Print Name

Received by: _____ Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur?

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____
4901-1740-8300, v. 1

Date: _____

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Nevada City School of the Arts Workplace Violence Prevention Plan

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This document shall outline Nevada City School of the Arts (“NCSOTA”) Workplace Violence Prevention Plan (“Plan”) as required by Labor Code § 6401.9. It shall be the policy of NCSOTA to provide its employees with a safe and healthy work environment. To that end, NCSOTA shall take appropriate actions to prevent acts of violence, threats, intimidation, and harassment from occurring on campus and during the performance of employees’ job duties.

Commented [A1]: This workplace violence prevention plan contains general requirements and best practices. Please keep in mind that this plan will need to be tailored to fit the School’s specific site needs. If the School plans to remove any elements or make any substantive changes to the procedures outlined in this draft plan, please feel free to follow up with us to ensure the changes are legally compliant.

I. DEFINITIONS

For purposes of this Plan, the following definitions apply:

“**Emergency**” means unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

“**Engineering controls**” mean an aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the worker and the hazard.

“**Log**” means the violent incident log, required in Part III of this Plan.

“**Plan**” means this Workplace Violence Prevention Plan.

“**Threat of violence**” means any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

“**Workplace Violence**” includes but is not limited to the following: (i) the threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma or stress, regardless of whether the employee sustains an injury; (ii) an incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury; (iii) the following four workplace violence types:

- **Type 1:** violence committed by a person with no legitimate business at the worksite;
- **Type 2:** violence directed at employees by students, parents, contractors, volunteers, or visitors;
- **Type 3:** violence against an employee by a present or former employee, supervisor, or manager;
- **Type 4:** violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.



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Workplace Violence does not include lawful acts of self-defense or defense of others.

“**Work practice controls**” means procedures and rules which are used to effectively reduce workplace violence hazards.

II. WORKPLACE VIOLENCE PLAN PROCEDURES

a. Responsible Parties

The ~~HR CONTACT~~ Human Resources & Payroll Manager, Erin Chester, is responsible for implementing this plan.

Commented [A2]: As detailed throughout this draft plan, the School should designate an HR or rank/file employee for some functions (where listed as HR), and the School Director/HR for others. Please feel free to follow up with us if you have any questions about designating employee contacts under this plan.

b. Employee Involvement in Plan Creation and Updates

Before this Plan was initially approved by the NCSOTA Board of Directors, the ~~HR CONTACT~~ HR & Payroll Manager, circulated a draft of the Plan to employees and requested feedback and suggestions on improving the Plan. All feedback received was reviewed and any revisions deemed warranted were implemented into the initial approved version of the Plan.

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Every year, the ~~HR CONTACT~~ HR Department, will circulate the Plan to employees to request suggestions on improving this Plan. Employees will be encouraged to provide input on ways they believe this Plan can be improved, streamlined, or better enforced. Employees will be encouraged to provide input on adequacy of training received, any perceived workplace violence hazards not adequately addressed by the Plan, and any perceived barriers to reporting and investigating instances of workplace violence incidents that they believe may stand in the way of optimal execution of this Plan.

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These suggestions and input may be submitted confidentially to ~~the~~ ~~HR CONTACT~~ Erin Chester at erin.chester@ncsota.org. No retaliation to any such input or suggestion shall be permitted. NCSOTA commits to reviewing each employees' suggestion and making any changes to this Plan that are found to be necessary and appropriate.

c. Coordinated Implementation

If there are workers who regularly perform job duties at NCSOTA's campus or other workplace but are not employed by NCSOTA, ~~the~~ ~~HR CONTACT~~ HR Department, will verify that each such worker's employer has a workplace violence prevention plan in place and that all such employees of that employer who regularly work at any NCSOTA location are receiving adequate training and that those other employers have procedures in place for the reporting, investigation, and recording of workplace violence incidents.

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d. Reporting of Workplace Violence



Employees must report any incident of workplace violence that they witness. NCSOTA will not retaliate against any employee for reporting an incident of workplace violence in good faith.

Reports of workplace violence that has already occurred can be made by filling out the "Workplace Violence Report" form that is attached at the end of this Plan and sending it to the [\[HR CONTACT\] Erin Chester](#) by [\[PREFERRED METHOD OF RECEIVING FORMS\]](#) placing them in a secure folder for pony to the Business Office or email them to erin.chester@ncsota.org. The [\[HR CONTACT\] Erin](#) and/or designee will review every Workplace Violence Report at their earliest reasonable convenience and shall take the steps outlined in this Plan in response. Copies of the Workplace Violence Report form shall be made available to all employees in [\[the front office\]](#), [the business office](#) or [each campus front office](#).

If an incident of workplace violence is occurring or imminent, any employee witness should ensure that [\[HR CONTACT\] The Executive Director and the Business Office](#) is informed as soon as possible by calling the [\[HR CONTACT\] Business Office](#) at [\[PHONE NUMBER\] 530-273-7736 x1014](#) or by using whatever alternative means of communication would be fastest. The [\[HR CONTACT\] Business Office](#) will respond to the ongoing or imminent workplace violence as set forth in section II.G., below.

e. Employee Compliance

All employees are responsible for using safe work practices and for following all directives, policies, and procedures for maintaining a safe, healthy, and secure work environment. This Plan seeks to ensure that employees, including administrators, comply with work practices designed to make the workplace more secure, and to ensure that employees do not engage in threats or physical actions which create a security hazard for others in the workplace.

All employees will be trained to understand this Plan when hired and periodically afterward. Employees will be evaluated to ensure compliance with this Plan. Employees who participate in the implementation of this Plan and carrying out its provisions in practice will be recognized for their efforts to help ensure a safe and violence-free workplace.

Repeated or willful failure to report incidents of workplace violence, failure to attend and participate in workplace violence training, and to otherwise comply with the requirements of this Plan will result in additional training and may result in disciplinary action.

f. Communication to Employees Regarding Workplace Violence

As part of the annual workplace violence training session required by this Plan, the [\[HR CONTACT\] HR Department](#) shall ensure that each employee understands how to report a violence incident, a threat, or any other incidence of workplace violence and knows that

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they can do so without fear of reprisal by NCSOTA or retaliation from the individual against whom the report is made.

These points will be communicated to new employees when hired and periodically as set forth in this Plan. The ~~HR CONTACT~~ HR Department shall also ensure that each employee understands how their concerns will be investigated by NCSOTA and how NCSOTA will communicate the results of a workplace violence hazard investigation and any corrective measures taken in response.

As part of the annual workplace violence training, every employee shall sign a certificate attesting that they understand these items, and each of these certificates shall be retained pursuant to Part IV of this Plan ("Recordkeeping").

Depending on the frequency and severity of workplace violence incidents in the workplace, the ~~HR CONTACT~~ HR Department may implement increasingly more frequent communication sessions with employees as necessary, including quarterly, monthly, or weekly reviews of this Plan and employee compliance with it.

g. Response to Actual or Potential Workplace Violence Emergencies

A workplace violence emergency is any incidence of workplace violence that entails the potential loss of life or significant injury to any person at the workplace.

If a workplace violence emergency is so severe as to trigger a lockdown or evacuation of the workplace according to the School's safety plan, such as when firearms are involved or a when an intruder has entered the campus with violent or criminal intent, NCSOTA will initiate and follow the emergency procedures set forth in its school safety plan.

If a workplace violence emergency does not rise to the level of a school-wide response but is ongoing and entails potential or threatened loss of life or significant injury to any person at the workplace, any other employees witnessing or experiencing the workplace violence incident must report the incident as soon as possible to ~~HR CONTACT~~ HR Department and/or other responsible administrator or security personnel, if any, business office, by calling them on the phone or by whichever alternative means would reach them fastest.

~~If security personnel or a school resource officer is present on campus, insert procedures for alerting such security personnel/resource officer and list steps the security personnel/officer will take as part of their job duties/contract.~~

~~If no security personnel or school resource officer are present or those present are not capable of addressing the workplace violence incident within the scope of their job duties, insert procedures for calling law enforcement.~~ Please call 911 if there is no other option.

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h. Training Procedures

NCSOTA will provide annual workplace violence prevention training in accordance with the requirements of California Labor Code section 6401.9, subdivision (e), including but not limited to the following:

Commented [A3]: To provide this training, the School can do so internally or contract with an outside vendor.

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1. The Plan, how to obtain a copy of the Plan at no cost, and how to participate in development and implementation of the Plan.
2. The Plan's definitions and the General Workplace Violence Plan Procedures.
3. How employees can search for and recognize workplace violence hazards and risk factors associated with the three types of workplace violence.
4. How to report workplace violence incidents, threats, or concerns to the school or to law enforcement without fear of reprisal from the school or the individual against whom the report is filed.
5. Ways to defuse hostile or threatening situations.
6. Routes and methods of escaping from workplace violence incidents.
7. How this Plan integrates with the school's safety plan.
8. How and when to notify law enforcement authorities when a criminal act may have occurred or is potentially about to occur.
9. Emergency medical care to be provided to a victim of any violent act.
10. Any workplace violence hazards specific to the school environment, the corrective measures the school has implemented, and how to seek assistance to prevent or respond to violence and to avoid physical harm.
11. The workplace violence incident log, and how to obtain records the school is required to keep pursuant to the Recordkeeping part of this Plan, below.
12. An opportunity for live questions and answers on the Plan with the ~~HR CONTACT~~ HR Department will be provided if requested.

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In addition to an annual training session on these topics, the school will conduct training every time a new or previously unrecognized workplace violence hazard is identified and whenever changes are made to the Plan. This additional training may be limited only to the new workplace violence hazards identified or to the new changes to the Plan.

The ~~HR CONTACT~~ HR Department will ensure that this training is completed and that records of employee participation are kept and filed in accordance with Part IV of this Plan ("Recordkeeping").

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i. Identification and Evaluation of Workplace Violence Hazards

Workplace violence hazards are working conditions or environmental factors that increase employee exposure to workplace violence. Workplace violence hazards may arise from, for example, a school's failure to consistently require campus visitors to check in at the front desk, failure to monitor entry and exit points for unauthorized entry, failure to consistently enforce employee behavioral conduct rules, failure to consistently enforce



student disciplinary rules that could expose employees to violence, and other similar policy or environmental factors that would tend to increase the incidence of workplace violence.

The ~~HR CONTACT~~ Business Office shall ensure that a review of potential workplace violence hazards is conducted at least annually. The ~~HR CONTACT~~ HR Department shall also conduct a review of any workplace violence hazards reported by any employee. In addition, the ~~HR CONTACT~~ Executive Director shall also conduct a workplace violence hazard review (1) when this Plan is first established, (2) after each workplace violence incident has occurred, and (3) whenever the employer otherwise is made aware of a new or previously unrecognized workplace violence hazard.

Each time a workplace violence hazard review is undertaken, the ~~HR CONTACT~~ Executive Director shall prepare a report describing the review process, stating date the review was completed, stating the determination of whether a workplace hazard was found to exist, and describing whether any corrective actions are recommended. All workplace hazard evaluation reports shall be kept as records pursuant to Part IV of this Plan.

j. Correction of Workplace Violence Hazards

Each time a workplace violence hazard review is conducted and results in a recommendation that corrective action should be implemented to mitigate an existing workplace violence hazard, the ~~HR CONTACT~~ HR Department shall prepare a recommendation for corrective action and present it to the ~~School Director~~ Executive Director who shall approve, deny, or approve with modification, the recommendation for corrective action and provide a justification for any denial or modification. The recommendation for corrective action and ~~School Director~~ Executive Director response shall be kept as a record pursuant to Part IV of this Plan.

Following the ~~School Director~~ Executive Director taking action on a recommendation for corrective action, the ~~School Director~~ Executive Director or designee shall be responsible for ensuring that the corrective action is implemented as workplace policy and, if relevant, that all employees are alerted to and trained on any necessary changes in workplace policies necessary to implement the approved corrective action. If any corrective actions require revisions to an employee handbook, those changes shall be implemented within a reasonable time.

k. Post-Incident Response and Investigation

After every reported or otherwise known incident of workplace violence, the ~~HR CONTACT~~ Executive Director and/or designee shall conduct a workplace violence evaluation of any and all workplace conditions, policies, or practices that may have contributed to the occurrence of the incidence of workplace violence and shall record a record of the evaluation, as required by Section II.i., above.

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Post-incident reviews shall include, at minimum, an interview with the victim of workplace violence, any witnesses, and the impressions of the ~~[HR CONTACT]~~ Executive Director and/or designees assisting in the post-incident response. The interview and investigation shall seek to establish all facts required to be included in a Violent Incident Log, as set forth in Part III of this Plan.

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Employees will be encouraged to provide feedback and information as part of the post-incident response. Employees who refuse to participate may be subject to discipline. Employees should be alerted that they are not subject to retaliation or reprisal from NCSOTA as a consequence of their participation in any post-incident response.

I. Review of Plan Effectiveness

The ~~[HR CONTACT]~~ Executive Director and HR Department shall review the general effectiveness of this Plan annually at the time the Plan is circulated to employees for suggestions, whenever a deficiency in the Plan is noted, and after any workplace violence incident occurs.

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III. VIOLENT INCIDENT LOG

NCSOTA will maintain a Violent Incident Log. The ~~[HR CONTACT]~~ HR Department shall ensure that the details of every violent incident reported or otherwise known to have occurred at the school are recorded into the Violent Incident Log. The log shall contain information solicited from the person experiencing the workplace violence incident, any witnesses, and investigation findings. All personal identifying information shall be omitted from the log, with the exception of the details of the person making the entry. The log shall be reviewed during any periodic reviews of this Plan for effectiveness.

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The Violent Incident Log, for every incident, shall include the following:

1. The **date, time, and location** of the incident.
2. The **type or types of workplace violence** involved.
3. A **detailed description** of the incident.
4. **Who committed the violence**, including whether the perpetrator was a School stakeholder, family or friend of a School stakeholder, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or another perpetrator.
5. The **general circumstances** at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low-staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.
6. **Where the incident occurred**, such as in the workplace, parking lot, or other area outside the workplace, or other area.



NEVADA CITY SCHOOL OF THE ARTS

Board Policy #: 617

Adopted/Ratified: 03/30/2019

Revision Date: 05/01/2025

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7. The **type of attack**: physical attack without a weapon; attack with a weapon or object; a threat of physical force or threat of use of a weapon or other object; sexual assault or threat of sexual assault; animal attack; other.
8. The consequences of the incident, including whether security or law enforcement was contacted; actions taken to protect employees from continuing threat, etc.
9. **Information on the person entering the log entry**, including their name, job title, and date entered.

IV. RECORDKEEPING

This Plan requires that various records pertaining to workplace violence be maintained, as follows:

1. Records of workplace violence hazard identification, evaluation, and correction shall be created and maintained for a minimum of five (5) years.
2. Training records shall be created and maintained for a minimum of one (1) year; and shall include dates training was conducted, the contents or a summary of the training sessions conducted, the names and qualifications of persons conducting the training, and the names and job titles of all persons attending the training sessions.
3. Violent Incident Logs shall be maintained for a minimum of five (5) years.
4. Records of workplace violence incident investigations shall be maintained for a minimum of five (5) years.
5. All records required to be maintained per this Part of the Plan are to be made available to the Department of Industrial Relations upon request for examination and copying.
6. All records required pursuant to items (1) through (3) of this Part shall be made available to employees and their representatives, upon request and without cost, for examination and copying within 15 calendar days of a request.



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NEVADA CITY SCHOOL OF THE ARTS WORKPLACE VIOLENCE REPORTING FORM

This form should be used to report any incidence of workplace violence that any employee of NCSOTA witnesses at the workplace or any work-related event. Employees are required to report any workplace violence they witness and will not be subject to any retaliation for reporting workplace violence.

“Workplace Violence” includes but is not limited to the following: (i) the threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma or stress, regardless of whether the employee sustains an injury; (ii) an incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury; (iii) the following four workplace violence types:

- **Type 1:** violence committed by a person with no legitimate business at the worksite;
- **Type 2:** violence directed at employees by students, parents, contractors, volunteers, or visitors;
- **Type 3:** violence against an employee by a present or former employee, supervisor, or manager;
- **Type 4:** violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

“Workplace Violence” does not include lawful acts of self-defense or defense of others.

If you have witnessed a workplace violence incident, please enter as much of the following information as you can:

Date of Report: _____ Date(s) of Incident: _____

Reporter's Name: _____

Reporter's Job Title: _____

Reporter's email address or telephone number: _____

Victim Name(s) (if other than Reporter): _____

Victim's Job Title (If other than Reporter): _____

Victim's email address or telephone number: _____

Approximate Place of Incident: _____

Approximate Time of Incident: _____

Narrative Description of Workplace Violence Incident: _____

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NEVADA CITY
SCHOOL OF THE ARTS

Board Policy #: 617

Adopted/Ratified: 03/30/2019

Revision Date: 05/01/2025

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Type of Workplace Violence (see definitions above): _____

Name, Description, or other information about Perpetrator(s):

Thank you for submitting this information. You may be contacted by administration to provide further information. Please sign below to verify the accuracy of the information provided on this form.

Reporter's Signature



UNIFORM COMPLAINT POLICY AND PROCEDURES

Nevada City School of the Arts ("NCSOTA") complies with applicable federal and state laws and regulations. NCSOTA is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate.

Scope

This complaint procedure is adopted to provide a uniform system of complaint processing ("UCP") for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any NCSOTA program or activity. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a).
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
 - Accommodations for Pregnant, Parenting or Lactating Students;
 - Adult Education Programs;
 - Career Technical and Technical Education and Training Programs;
 - Child Care and Development Programs;
 - Migrant Child Education Programs;
 - Consolidated Categorical Aid Programs;
 - Every Student Succeeds Act;
 - Education or graduation of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
 - Regional Occupational Centers and Programs;
 - School Safety Plans; and/or
 - State Preschool Programs.
3. Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
 - a. "Educational activity" means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.



- b. "Pupil fee" means a fee, deposit or other charge imposed on students, or a student's parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
 - i. A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
 - ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
 - iii. A purchase that a student is required to make to obtain materials, supplies, equipment, or uniforms associated with an educational activity.
 - c. A pupil fees complaint and complaints regarding local control and accountability plans ("LCAP") only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.
 - d. If NCSOTA finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, NCSOTA shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by NCSOTA to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board.
 - e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or NCSOTA and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.
4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or LCAP under Education Code sections 47606.5 and 47607.3, as applicable. If NCSOTA adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student



Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 no longer fall under the UCP. Instead, they are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 no longer fall under the UCP. Instead, they are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

NCSOTA acknowledges and respects every individual's right to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. NCSOTA cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, NCSOTA will attempt to do so as appropriate. NCSOTA may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the School Director or designee on a case-by-case basis. NCSOTA shall ensure that complainants are protected from retaliation.

Compliance Officer

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure NCSOTA's compliance with law:

Erin Chester
HR & Payroll Specialist
13032 Bitney Springs Rd, Nevada City, CA 95959
530-273-7736 ext. 1014

OR

Holly Pettitt
School Director
13032 Bitney Spring Rd, Nevada City, CA 95959
530-273-7736 ext. 1007

The School Director or designee shall ensure that the compliance officer(s) designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the School Director or designee.



Should a complaint be filed against the School Director, the compliance officer for that case shall be the President of the NCSOTA Board of Directors.

Notifications

The School Director or designee shall make available copies of this Policy free of charge. The annual notice of this Policy may be made available on NCSOTA's website.

NCSOTA shall annually provide written notification of NCSOTA's UCP to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

The annual notice shall be in English. When necessary, under Education Code section 48985, if fifteen (15) percent or more of the students enrolled in NCSOTA speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language.

The annual notice shall include the following:

1. A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
2. A statement clearly identifying any California State preschool programs that NCSOTA is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that NCSOTA is operating pursuant to Title 22 licensing requirements.
3. A statement that NCSOTA is primarily responsible for compliance with federal and state laws and regulations.
4. A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
5. A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
6. A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.



7. A statement that the complainant has a right to appeal NCSOTA's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of NCSOTA's Decision, except if NCSOTA has used its UCP to address a complaint that is not subject to the UCP requirements.
8. A statement that a complainant who appeals NCSOTA's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
9. A statement that if NCSOTA finds merit in a UCP complaint, or the CDE finds merit in an appeal, NCSOTA shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
10. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3.
11. A statement that copies of NCSOTA's UCP shall be available free of charge.

Procedures

The following procedures shall be used to address all complaints which allege that NCSOTA has violated federal or state laws or regulations enumerated in the section "Scope," above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

● **Step 1: Filing of Complaint**

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination,



harassment, intimidation or bullying unless the time for filing is extended by the School Director or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the School Director or designee shall be made in writing. The period for filing may be extended by the School Director or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The School Director shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the NCSOTA Board of Directors approved the LCAP or the annual update was adopted by NCSOTA.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, NCSOTA staff shall assist the complainant in the filing of the complaint.

- **Step 2: Mediation**

Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

The use of mediation shall not extend NCSOTA's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

- **Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

The complainant and/or the complainant's representative shall have an opportunity to present evidence or information leading to evidence to support the allegations in the complaint.



A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or a complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

NCSOTA's refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

- **Step 4: Final Written Decision**

NCSOTA shall issue an investigation report (the "Decision") based on the evidence. NCSOTA's Decision shall be in writing and sent to the complainant within sixty (60) calendar days of NCSOTA's receipt of the complaint unless the timeframe is extended with the written agreement of the complainant. NCSOTA's Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The Decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether NCSOTA is in compliance with the relevant law.
3. Corrective actions, if NCSOTA finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal NCSOTA's Decision within thirty (30) calendar days to the CDE, except when NCSOTA has used its UCP to address complaints that are not subject to the UCP requirements.
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and the employee was informed of NCSOTA's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

Appeals to the CDE

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with NCSOTA and a copy of the Decision. When appealing to the CDE, the



complainant must specify and explain the basis for the appeal, including at least one of the following:

1. NCSOTA failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, NCSOTA's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in NCSOTA's Decision are not supported by substantial evidence.
4. The legal conclusion in NCSOTA's Decision is inconsistent with the law.
5. In a case in which NCSOTA's Decision found noncompliance; the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the complainant has appealed the Decision, the School Director or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.
5. A copy of NCSOTA's complaint procedures.
6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to NCSOTA for resolution as a new complaint. If the CDE notifies NCSOTA that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, NCSOTA will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider



any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by NCSOTA when one of the conditions listed in 5 C.C.R. section 4650 exists, including but not limited to cases in which through no fault of the complainant, NCSOTA has not taken action within sixty (60) calendar days of the date the complaint was filed with NCSOTA.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of NCSOTA's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if NCSOTA has appropriately, and in a timely manner, apprised the complainant of their right to file a complaint.



NEVADA CITY SCHOOL OF THE ARTS

UNIFORM COMPLAINT PROCEDURE FORM

Last Name: _____ First Name/MI: _____

Student Name (if applicable): _____ Grade: _____ Date of Birth: _____

Street Address/Apt. #: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

School/Office of Alleged Violation: _____

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adult Education Programs | <input type="checkbox"/> Every Student Succeeds Act | <input type="checkbox"/> School Plans for School Achievement |
| <input type="checkbox"/> Career Technical and Technical Education and Training | <input type="checkbox"/> Local Control Funding Formula/ Local Control and Accountability Plan | <input type="checkbox"/> School Safety Plan |
| <input type="checkbox"/> Child Care and Development Programs | <input type="checkbox"/> Migrant Child Education Programs | <input type="checkbox"/> State Preschool Programs |
| <input type="checkbox"/> Consolidated Categorical Aid Programs | <input type="checkbox"/> Regional Occupational Centers and Programs | <input type="checkbox"/> Pupil Fees |
| <input type="checkbox"/> Education or graduation of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families | | |

For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:

- | | | |
|---|---|--|
| <input type="checkbox"/> Age | <input type="checkbox"/> Genetic Information | <input type="checkbox"/> Sex (Actual or Perceived) |
| <input type="checkbox"/> Ancestry | <input type="checkbox"/> Immigration Status/Citizenship | <input type="checkbox"/> Sexual Orientation (Actual or Perceived) |
| <input type="checkbox"/> Color | <input type="checkbox"/> Marital Status | <input type="checkbox"/> Based on association with a person or group with one or more of these actual or perceived characteristics |
| <input type="checkbox"/> Disability (Mental or Physical) | <input type="checkbox"/> Medical Condition | |
| <input type="checkbox"/> Ethnic Group Identification | <input type="checkbox"/> Nationality / National Origin | |
| <input type="checkbox"/> Gender / Gender Expression / Gender Identity | <input type="checkbox"/> Race or Ethnicity | |
| | <input type="checkbox"/> Religion | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

2. Have you discussed your complaint or brought your complaint to any NCSOTA personnel? If you have, to whom did you take the complaint, and what was the result?

Please provide copies of any written documents that may be relevant or supportive of your complaint. I have attached supporting documents. ☐ Yes ☐ No

Signature: _____ Date: _____

Mail complaint and any relevant documents to the Compliance Officer:

Holly Pettitt
School Director
13032 Bitney Springs Rd
Nevada City, CA 95959
530-273-7736 ext. 1007

OR

Erin Chester
HR & Payroll Specialist
13032 Bitney Spring Rd
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