

**Nevada City School of the Arts
Charter Governance Council
Regular Meeting Agenda**
Thursday, September 24, 2026
13032 Bitney Springs Rd, Building 9, Board 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 August 13, 2026 Board Intensive Minutes - *See Attached*

Reports

3. Director's FYI Report – Holly Pettitt - *See Attached*
4. Board and Committee Reports
 - a. Nomination & Recruitment
 - b. Facilities
 - c. Search Committee

Discussion Items

5. Discuss 2027-2028 Calendar Proposal - *Handout*
6. Discuss Gender Inclusivity at NCSA

Action Items

7. Approve Updated Policy #610. Purchasing Policies and Procurement Procedures - *See Attached*
8. Approve Policy #610 a. School Food Procurement - *See Attached*
9. Approve Corporate Resolution for Authorized Signers for Nevada City School of the Arts and Raven Springs - *See Attached*
10. Approve Updated Policy 202a. Classroom Based Independent Study Policy - *See Attached*
11. Approve Updated Policy 202d. Home Study Instructional Budget Policy - *See Attached*
12. Approve Updated Policy 502 - NCSA Employee Handbook - *See Attached*
13. Approve Prop 28 Arts and Music in Schools Funding Annual Report - *See Attached*
14. Approve 2025-26 Unaudited Actuals & Alternative Form (RavenSprings & NCSA) - *Handout*
15. Approve 2025-26 Final Education Protection Account (EPA) expenses - *See attached*
16. Approve Multiple Subject Provisional Internship Permit for Karly Jodaitis (George) - *See Attached*
17. Approve Director Search Process and Roles - *See Attached*
18. Approve Executive Director Job Posting and Salary Range - *Handout*

Discussion

19. Board Equity Work

Adjournment 7:00 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
4:00-6:00 pm
CGC Meeting Minutes
Thursday August, 13, 2026
Building 9 Board Room**

Call Order: 4:07

**Roll Call: Jon LeFebre, Joie King, Heid Meridith, Joy Marria, Andrew Todd, Marina Gage, Sam Holmes; 4:19 Brian Allen
Guest: Chris Maher**

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

Plaudits:

Action Items

1. Approve Agenda
 - a. Amendments to add Item 12
 - b. *Motion:* Adrew Todd *2nd:* Marina Gage; all approve
 - c. *Motion:* Joie King *2nd:* Sam Holmes; all approve
2. Approve June 18, 2025 Minutes - *See Attached*
 - a. *June 18th, 2025 amendment*
 - b. *Motion:* Andrew Todd *2nd:* Marina Gage

Discussion

3. Policy Governance Overview - led by Chris Maher (60 minutes) - *Handout*
 - a. Board Responsibilities
 - b. Policy Governance- what it is and how it works
 - c. Ends Policies
 - d. Board Policy Review exercise
 - e. Executive Limitation Policies- How to read, review, and act
4. Board 2025-26 work plan- *what does the short and long term hold for this council?* (45 min)
 - a. Board Calendar - *See Attached*
 - b. Elect Officers of Committees (Nom Com & Fundraising)
 - i. NomCom and Facilities are established, taking on fundraising might be too much of a stretch for the board since there will be a hiring committee as well. Sam, Holly and CaraBeth will meet to ensure all bases are covered.
 - ii. Motion to nominate Joie King as NomCom Chair
 1. *Motion:* Marina Gage *2nd:* Sam Holmes
 2. Meshawn, Heidi and Sam to join
 - iii. Discussion around bringing back equity and inclusion presentations at the end of each board meeting
 - c. Classroom Visitation Assignments - *See Attached*
 - i. *Leslie Slavin is our new 3rd grade teacher, she replaces Richard Spencer*
 - ii. *Laksmi Greenberg (assistant), and long term subs (7th) Mike Cadicamo and (8th) Chris Strong are replacing Cheri Barber for math*
 - d. Ethics Training - Code of Conduct - *Handout*
 - i. *All members need to sign and return*
 - e. Create a Search Committee & Posting for the Executive Director - *Handout*
 - i. *Sample brochure handed out*
 - ii. *The committee will create the job posting, decide what admin employees will be invited to join, and decide how/where to post the job.*

- iii. *Jon, Joy, Brian, Marina, and Meshawn will be on the search committee, Carabeth will also be invited to the committee for an admin perspective. Shawna and Carabeth will also reach out to staff to form a sub-committee.*

Action Items (15 minutes)

5. Approve Revised Policy Register - *See Attached*
 - a. *Motion: Marina Gage 2nd: Joie King, all approved*
6. Approve B2 Financial Planning Monitoring Report - *See Attached*
 - a. *Page 6 is amended to add data*
 - b. *Motion: Andrew Todd 2nd: Joy Marria, all approved*
7. Approve Credentialing Exception for Danielle Yzaguirre to Teach 6th Social Studies - *See Attached*
 - a. *Motion: Heidi Meredith 2nd: Joie King, all approved*
8. Approve Executive Director Job Description - *See Attached*
 - a. **POSTPONED** - *Holly to amend*
 - b. *Motion: 2nd:*
9. Approve 2026-27 Credentialed Salary Schedule - *See Attached*
 - a. *Motion: Marina Gage 2nd: Brian Allen, all approve*
10. Approve 2026-27 Classified Administrative Hourly Salary Schedule - *See Attached*
 - a. *Amending coach's stipends from #3000 to \$3200*
 - b. *Motion: Marina Gage 2nd: Sam Holmes, all approved*
11. Approve Policy 619. CORI Management and Use-Policy – *See Attached*
 - a. *Amend to add Effective date 8-13-26*
 - b. *Motion: Joie King 2nd: Marina Gage, all approve*
12. Approve Classroom Based Attendance Policy
 - a. *Motion: Marina Gage 2nd: Joy Marria, all approved*

Adjournment 6:18 p.m.

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Director FYI Report

September 24, 2026

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 Andrea Conte - She is doing a phenomenal job as middle school principal!
- To Angie DeFeyerter for really leaning in to her role as LC Principal and making some great decisions.
- To Ania Kapp - She stepped into a new role as Program Specialist for Special Education and is doing a wonderful job so far!
- To Val for her incredible attitude and for taking on so much more tech this year. It has been a lot and she is handling it well.
- Itzia for CYBHI Billing - we continue to be the top school earner - by a lot!
- To the TK teachers for supporting 1st and 2nd grade by doing their Multitudes Assessments for them.
- To Annette Seabury for beginning a new academic intervention program from scratch with all new staff.
- To Katrina Mitchell - our new HS teacher. She has 20 students enrolled (5 ,more than anticipated. She is so experienced and it is showing in how well the year has started. Many thanks also to Julie Banwellund and Luke Sweeney for providing arts and music enrichment to the HS students. Julie has also made the space look lovely and welcoming.
- To all of our new Instructional Assistants and new Paraprofessionals - stepping into those roles is hard - there is so much to learn and they have to learn it quickly. They are an excellent and dedicated crew - we appreciate how much they do to support students at NCSA.
- To the TK-4 teachers for teaching their own PE classes. While this is typical for most elementary teachers, they have not been asked to do this before and they have really stepped up to the challenge. PE/Movement is going really well!

Financial Information

- Unaudited Actuals are on the agenda
- Working on updating this year's 1st Interim budget.

Facilities Update

B3

- The asbestos roof has been abated and certified. A new roof has been installed and looks great.
- A new walkway was poured to make it safer to get around. This replaces a rough one at the Purple Art room.
- Gravel was put down, and the lunch tent has been moved to its new home at the courtyard so 6th graders have a covered area to eat.
- The wood deck got some love over the summer, with sanding and painting.
- A small sump pump has been installed in the South HVAC at the UC to help move condensation to an exterior location. It was leaking into the hallway.

B8

- A new pathway has been installed where the asphalt path used to be. Looks so much better.
- A wonderful shade structure was installed by Jon Lefebvre with a plaque to commemorate his work.

B9

- The home study classroom has been put together and classes have begun. It looks great!
- The robot club moved to the new location in the East End.
- We are working on the calculations to determine whether the generator can support the elevator.
- Coach A has a new office downstairs.
- A backstop was shattered; replacement is pending.
- Gym rental has been suspended due to security issues. People have been found using exercise equipment while waiting for their kids, or people roaming the first floor looking through things, and general youth troubles.

- The walk-in has been repaired and updated. We had to rent a refrigerator truck for over a week as it was repaired. The neighbors were not happy with us.
- A reach-in freezer has also failed with a slow leak; this one is under warranty.

Overall

- All the generators have been installed and tested. We even had a power outage, and they came on. (Except for B8, we are waiting on transfer switch parts and the software upgrade to make it work.)
- Water seems to be holding up; no new leaks.
- Quarterly filter changes have been made on all HVAC units.
- New school year means more traffic troubles: impatient drivers, fast drivers, and distracted drivers. It's not new, just frustration.
- We are assisting a little with a paving project on Lone Lobo. Providing space for vegetation debris to be burned when weather permits. We contributed \$5000 to the project because they moved a considerable amount of vegetation and fixed one of our culverts.
- We have gone to bid on divot paving repair on the road between UC and LC
- We also have a bid for blacktop surface coating and striping; however, in some areas it will not help maintain the asphalt and will only be a band-aid - total cost \$71,000
- We have the plans for the GN bathroom at LC - we will be working on where to get the money from to make this happen over summer.

Events

- BTSN was well attended.
- AGC is off to a good start.
- I will be hosting a live zoom event for the school community about the state of the school on **September 30th from 5:30-6:30. Please** let me know if you have any suggestions for topics I should be discussing.

Arts Based Choice for Education

- We have a few openings in some grades (TK, K, 4th, 6th), but are not planning on filling those spots at this time in order to give us some space to let classes gel and for teachers to get settled with who they have now. Our policy states that we do not have to fill classes to capacity.
- I am setting up a meeting with art teachers to talk about revamping some of our art projects and just discussing overall arts integration and expectations.
- Home school is off to a good start. Our new teacher Katrina Mitchell is doing an excellent job. She is very experienced with home school and her students and

parents are settling in well. The enrichment classes are small but the students seem to love them.

Academic, Arts & Social Emotional Achievement

- We begin piloting Amplify math in earnest on September 28th. The teachers get trained on the 25th.
- K-5 is currently working on vertical alignment with OG, HWT, Simplify Writing. All assessments will be completed by October 1st. Based on those assessments we will begin offering academic intervention.
- Academic intervention will be led by Annette Seabury - she is also a Speech and Language Pathologist Assistant. She is organizing intervention for grades 3-8. She has 4 people working with her to offer this support from 2:00-4:30. The middle school gets academic support from 2-3:15 and 3rd-5th gets support from 3:30- 4:30. 1st and 2nd grade will receive support from our TK teachers from 1:00-2:00.
- The 5th grade attended the Mosaic Project this week and next week. This is a great trip but hard to find drivers for.
- Middle school math is going well although there are some 7th graders who are still unhappy with the use of ALEKS as a supplement to math instruction.

Safe, Respectful and Equitable Conditions for Learning and Working

- Draft Calendar is on the agenda for discussion.
- Asking all parents to do mandated reporter training is challenging. Especially for drivers on field trips.
- Someone called State Social Services and filed a report that we were operating an unlicensed daycare. I have no other information - that is all the agent would tell me. I let him know we are a school so we do not operate with a license we are certified by the state. It was very odd. The agent will give me his findings within 90 days.
- The year is off to a great start. Teachers report that they are doing well, happy at school, and most students are doing well behaviorally and academically. We have some student concerns, but we are handling them as they come up. K-5 is doing their own movement classes with a lot of success. Far fewer problems now that teachers are holding the classes.
- **PAG - Parent Advisory Group** - As opposed to last year, when we had a hole bunch of people showing up (18), this year we had about 8 parents show up - all NEW! They were so helpful and full of excellent suggestions. Some of those suggestions were:
 - How to prepay RW
 - Desire for new Kinder play structures
 - BoxTops for Education (doesn't really exist anymore).
 - Better signage, crosswalks and arrows

- Website navigation
- FIG Jobs - Grade Level Jobs once a year
- New Site Map
- AI and Safety
- GN Bathrooms
- Certificates for YBNs at assembly

Contributor and Collaborator to the Greater Community

- **Facebook Comments** - We have had a few negative comments on facebook recently. One parent posted something entirely untrue (NCSA isn't teaching math this year) and then people jumped on the bandwagon to say random mean things. Then she conveniently deleted her post so there is absolutely no context for the rant. Another parent hopped on peeps and said we were terrible to her son and Deer Creek is better. Doesn't happen too often, but it's always a bummer when it does.



PURCHASING POLICIES & PROCUREMENT PROCEDURES

Nevada City School of the Arts (NCSOTA) personnel shall adhere to the following purchasing policies, as established by the Charter Governance Council (CGC) at a duly held meeting on

Budget Approval

Budgeted expenditures are approved during the budget adoption and revision process, as required by the Nevada County Superintendent of Schools (NCSoS.) The annual “adopted” budget is generally adopted in June for the following year, with revisions in November and February. The adopted budget and each revision must be approved by the Chief Business Official, the Executive Director, and the CGC on a timely basis and in accordance with NCSoS requirements and deadlines.

Payroll Expenditures

The following NCSOTA personnel are authorized to approve payroll expenditures, as documented on employment contracts and other personnel forms, provided that such expenditures are within the parameters of the approved budget then in effect, or are within the limits described below:

Holly Pettitt, Executive Director
Cindy Jurado, Chief Business Official

The CGC shall approve all employment contracts through the budget approval process. Such approval may occur after the beginning of the contract start date, provided that the expenditures which occur prior to the approval date are within the parameters of the approved budget then in effect.

Non-Payroll Expenditures Approval

The following NCSOTA employees are authorized to approve expenditures as follows:

<u>Employee</u>	<u>Type of Expenditure</u>	<u>Limit</u>
Executive Director	Any type – within budget	Budget
	Any type – not in budget	\$50,000
Chief Business Official	Any type – emergency only - ¹	\$500
Main Lesson Teachers	Classroom supplies	Budget
	Field studies	Budget
Lead Music Teacher	Music supplies	Budget
Physical Education Teacher	PE supplies	Budget
	After-school sports supplies	Budget
Resource Teacher	Resource Center supplies	Budget
Arts & Electives Coordinator	Art and electives supplies	Budget
	Electives services (instrument repair, etc.)	Budget
Food Services Director	School Nutrition Program supplies	Budget
	Food procurement for SNP (See Policy 610 a.)	\$15,000-\$50,000
ELO-P Director	Program supplies	Budget

¹ In absence of the Executive Director only.

<u>Employee</u>	<u>Type of Expenditure</u>	<u>Limit</u>
Development Director	Advertising	Budget
	Fundraising (AGC, AMOT, grants, etc.)	Budget
Lead Custodian	Janitorial supplies	Budget
Facilities Coordinator	School Maintenance supplies	\$250.00, up to budget
Data Technician	Tech supplies	\$100.00, up to budget
Property Manager	Facility/Water Maintenance Supplies	Budget
Any expenditures that are outside the parameters described above require CGC approval prior to purchase or payment.		

In addition, the CGC shall regularly review reports presented to the finance committee. On a monthly basis, the Chief Business Official or Finance Committee Member shall present to the CGC a budget vs. actuals report from the preceding calendar month.

General Checking Account

NCSOTA may establish and maintain a checking account at Tri-Counties Bank in Grass Valley, California, for the purpose of depositing funds received by the school and use of general payables for operations. The account shall be funded with an initial cash balance transfer obtained from the NCSoS Treasury as of June 30, 2015. The account shall be in the name of "Nevada City School of the Arts".

Funds in this account, will be reconciled monthly by the Accounting Technician in the business office, approved by the Chief Business Official and reviewed by the Executive Director.

Authorized signers on this account shall consist of:

Holly Pettitt, Executive Director
Cindy Jurado, Chief Business Official
Angie Maxson, Lower Campus Principal

Each disbursement check from this account greater than \$1000.00 shall require two signatures.

Payroll Checking Account

NCSOTA is authorized to establish and maintain a payroll checking account at Tri-Counties Bank in Grass Valley, CA for the purpose of funding semi-monthly payroll. The account shall be in the name of "Nevada City School of the Arts" and reconciled monthly by the accountant in the business office, approved by the Chief Business Official and reviewed by the Executive Director.

This account shall be maintained with a balance transfer equal the amount of payroll expense monthly.

Authorized signers on this account shall consist of:

Holly Pettitt, Executive Director
Cindy Jurado, Chief Business Official

Petty Cash

NCSOTA may disburse funds from the general checking account for purposes of maintaining petty cash at the school, up to a maximum balance of \$1,000. Petty cash shall be maintained in the school safe, or in another securely locked location, at all times.

Credit Card

NCSOTA may obtain a business credit card in the name of the Nevada City School of the Arts, up to a maximum, combined, limit of \$22,500.

Each credit card will bear the name of the individual authorized to use the card. NCSOTA is authorized to obtain credit cards bearing the name of the Executive Director, the Chief Business Official, the Property Manager, the Food Services Director, Facilities Coordinator, ELO-P Director and the Development Director.

In order to prevent unauthorized expenditures, use of a credit card by someone other than the individual named on the card (i.e., sharing credit cards) is expressly prohibited. The Chief Business Official is responsible for reviewing credit card charges to determine whether they are appropriate business expenses. Each authorized credit card holder is responsible for retaining all credit card receipts. All receipts must be submitted to the Accounting Technician within two (2) weeks of the purchase along with proper documentation. All authorized credit card holders who make unauthorized purchases shall be liable to NCSOTA for the amount of the purchase, plus interest.

Class Budgets

All classroom budgets will not carryover from fiscal year to fiscal year and will need to be spent in the year the budget was approved. Receipts for expenses shall be submitted quarterly and will have an end of the year cutoff date in May.

Staff Computers

The purpose of this policy is to provide a consistent, transparent and equitable set of guidelines regarding the purchase and replacement of computers within the school. NCSOTA has established a purchasing price of \$1,500 to purchase a new computer for staff. This computer can be Mac or PC whichever is preferable to the employee. All computers purchased will be recorded in an asset listing and will have a replacement cycle of 5 years.

Record Keeping

Transaction ledgers, canceled/duplicate checks, payroll records, and any other necessary fiscal documents will be maintained by school staff in a secure location as required by NCSOTA's records retention policy.

School Nutrition Procurement Policy - See Policy 610 a.

Procurement is a multistep process for acquiring the best possible goods and services at the lowest possible price. NCSOTA will purchase goods and services for use in the School Nutrition Program in compliance with Title 2, Code of Federal Regulations 2 CFR), sections 200.318-200.326, Title 7, Code of Federal Regulations (7 CFR), parts 210 and 220, and all applicable state and local rules. When making procurement decisions, NCSOTA will follow the following four fundamental principles of procurement:

1. Comply with the Buy American Provision by purchasing, to the maximum extent possible, agricultural commodities and products grown and processed in the United States.
2. Understand and comply with federal, state and local requirements
3. Ensure that full and open competition exists to the maximum extent possible as outlines in 2 CFR, Section 200.319 (a)
4. Award contracts to responsible and responsive bidders

Methods of Procurement

1. Micro-purchase Method (2CFR, Section 200.320[a])

Micro-purchases may be awarded without soliciting competitive quotations or comparing prices among qualified suppliers if the following two conditions are met:

- The aggregate value of a single transaction is \$15,000 or less up to \$50,000 with a self-certification.
- NCSOTA Staff considers the price to be reasonable based on research, experience, purchase history, or other information. Documentation (e.g., receipts and invoices) must be maintained for the prior three years plus the current program year or until the next California Department of Education (CDE) review, to document costs that are reasonable.

NCSOTA will distribute micro-purchases equitably among qualified suppliers to the extent practical. NCSOTA will ensure that purchases are made at a variety of stores. NCSOTA will not limit its purchases to only one store unless it is not practical due to distance of another store from the school.

2. Small Purchase Method (2 CFR, Section 200.320[a][2])

The small purchase method is used to procure goods and services when the aggregate value of the purchase is equal to or less than the small purchase threshold adhered to by NCSOTA. NCSOTA has a small purchase threshold of \$100,000. Both federal and state have raised small purchase threshold to \$350,000.

NCSOTA will follow the following steps when conducting procurements using the small purchase method:

- **Step 1:** NCSOTA food service coordinator (FSC) will develop and provide a clear and accurate description of the technical requirements of the goods or services to be

procured to potential sources per 2 CFR, Section 200.319(d)(2), including the requirement to comply with the Buy American Provision per 7 CFR, sections 210.21(d) and 221.16(d). The same specifications will be provided to each potential vendor so that each vendor can provide price quotes on the same goods or services. These will all be reviewed with the Executive Director before requesting quotes from vendors.

- **Step 2:** Price or rate quotations will be obtained from a minimum of two responsible and responsive sources. Price quotes must be documented in writing per NCSOTA's policy. Price quotes provided verbally by a vendor must be documented by NCSOTA FSC and provided to the Business Office for record keeping and availability. All written quotes submitted by potential vendors will be retained by NCSOTA FSC with other related procurement documentation (e.g., invoices) for the term of the contract plus extensions and three additional school years or until the next review by the CDE.
- **Step 3:** NCSOTA FSC will evaluate the written quotes received based on the stated evaluation criteria in order to determine responsiveness.
- **Step 4:** NCSOTA FSC will award small purchases to the lowest priced responsible and responsive vendor.
- **Step 5:** NCSOTA FSC will monitor the contract to ensure goods or services solicited for are the ones received and all deliverables are met per 2 CFR, Section 200.318(b).

NCSOTA will periodically check and update procedures for any changes to the micro-purchase and small purchase thresholds approved by the federal awarding agency, the US Department of Agriculture (USDA).

3. Formal Purchase Methods (2 CFR, Section 200.320[c][d])

The formal purchase method is used to procure goods and services when the estimated purchase price is above the federal small purchase threshold. Both Invitation for Bid (IFB) and Request for Proposal (RFP) methods may be used by NCSOTA.

The terms of formal contracts will be one year. Renewal options will be mutually agreed between NCSOTA and the awarded contractor.

NCSOTA will complete the following steps when conducting formal procurements:

- **Step 1:** NCSOTA will describe how it performs a cost or price analysis (2 CFR, Section 200.324) for every procurement in excess of the federal small purchase threshold including contract modifications. The method and degree of analysis are dependent on the facts surrounding the particular procurement situation, but as a starting point, NCSOTA will make independent estimates before receiving bids or proposals to ensure the bids or proposals received are reasonable.
- **Step 2:** NCSOTA will develop a written solicitation, which will incorporate:
 - A clear and accurate description of the technical requirements for the goods or services to be procured per 2 CFR, Section 200.319(d)(1).
 - The requirement to comply with the Buy American Provision per 7 CFR, sections 210.21(d) and 220.16(d). All requirements that the offerors must fulfill, and all other

- factors (IFBs and RFPs) and their relative importance (RFPs only) used in evaluating bids or proposals per 2 CFR, Sections 200.319(d)(2).
- Instructions for responding vendors.
 - The general terms and conditions of the contract.
 - **Step 3:** NCSOTA's FSC will publicly advertise the solicitation in print and on websites 14 days prior to the deadline for submission of bids and proposals.
 - **Step 4:** NCSOTA's FSD and FSC will open bids resulting from IFBs at the time and place prescribed in the solicitation. RFPs will be opened according to NCSOTA's determination (2 CFR 200.320[b][2]).

NCSA and FSC will evaluate offers from responding firms by using the evaluation criteria outlined in the solicitation for both IFBs and RFPs. If there is not a minimum of two respondents, NCSOTA and FSC will review the solicitation to ensure that it is not limiting competition as outlined in 2 CFR, Section 200.319, and consider expanding advertising efforts before reissuing the solicitation or accepting the single bid.

The offers will be ranked based on cost only for IFBs, and on evaluation criteria (i.e., technical criteria) and cost for RFPs for all responsible and responsive responders. NCSOTA and FSC must describe their written method used to conduct a technical evaluation of all proposals received, as required by 2 CFR, Section 200.320(b)(2) for RFPs only. NCSOTA and FSC will negotiate the technical aspects of each RFP prior to negotiating the cost aspect of the RFP. Any or all bids may be rejected if there is sound documented reason.

- **Step 5:** Responsible and Responsive Contractors (2 CFR, Section 200.318[h]). NCSOTA will award contracts only to responsive and responsible contractors possessing the ability to conform to all of the SFA's stated terms and conditions and to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. NCSOTA defines responsive as the respondent conforms to all of NCSOTA's stated terms and conditions and defines responsible as the respondent is capable of performing successfully under the terms and conditions of the contract.
- **Step 6:** NCSOTA will award the contract to the responsible and responsive bidder who offers the lowest price for IFBs. All IFBs will result in a firm, fixed-price contract.

For RFPs, the NCSOTA will award the contract to the responsible and responsive respondent whose proposal is most advantageous to NCSOTA, with price and other factors considered. All RFPs will result in either a fixed-price or cost reimbursable contract. 2 CFR Section 200.324(d) prohibits the use of a cost plus a percentage of cost contracts.

- **Step 7:** NCSOTA will monitor the contract per 2 CFR, Section 200.318[b] by:
 - Overseeing deliveries to ensure that the goods solicited for were received.
 - Periodic on-site visits to ensure services solicited are being satisfactorily performed.
 - Reviewing the contract's terms, conditions, and deliverables monthly to ensure that they are being met and done so in accordance with all federal, state, and local rules.

- Ensuring that discounts, rebates, and credits in cost reimbursable contracts are provided.

4. Noncompetitive Procurement Method (2 CFR, Section 200.320[c])

NCSOTA will only enter into a noncompetitive agreement when one or more of the following circumstances apply:

- The item is available only from a single source.
- Public urgency or emergency exists for the requirement will not permit a delay resulting from competitive solicitation.
- NCSOTA received prior approval from the CDE after submitting a written request to the CDE with justification for conducting a noncompetitive procurement.
- After solicitation from a number of sources, competition is determined inadequate.

5. Purchasing Cooperatives and Intergovernmental Procurement (2 CFR, Section 200.318[e])

NCSOTA may choose to make purchases through a cooperative agreement with a group of other schools to increase purchasing power or NCSOTA may piggyback on contracts awarded to a vendor from another school district when all procurement principles are followed.

While intergovernmental agreements can benefit NCSOTA, NCSOTA may only enter into an intergovernmental agreement with a local government (e.g., charter school, school district). NCSOTA may also join or piggyback onto a cooperative when that agreement was procured and awarded consistent with federal and state procurement regulations.

For cooperative purchasing, NCSOTA's FSC must ensure the solicitation and contract, proof of advertising, and bid award documents (e.g., evaluation documentation) from the lead entity adhere to federal, State, and local regulations, laws, and standards. NCSOTA's FSC must retain documentation for the term of the contract, plus any extensions, and three additional school years.

For piggybacking, NCSOTA's FSC must obtain prior written permission from the lead entity awarding the bid and the vendor who was awarded the bid. A copy of the solicitation and contract, including the piggyback clause, proof of advertising, and bid award documents (e.g., evaluation documentation) must be retained for the term of the contract plus extensions and three additional school years.

A copy of all documents listed above will be made available during a procurement review.

6. Buy American Provision (7 CFR, sections 210.21[d] and 220.16 [d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017) & CFR 220.16(d):

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable,

domestic commodities or products. Section 12(n) of the NSLA defines a domestic commodity or product as an agricultural commodity (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed product (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains a meat/meat alternate and grain component) that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial means that over 51 percent of the final processed product consists of agricultural commodities that are grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

When funds are used from the nonprofit school food service account, SFAs must ensure that procurement transactions for food products comply with the Buy American Provision requirement in 7 *CFR*, sections 210.21(d) and 220.16(d), whether food products are purchased by SFAs or entities that are purchasing on their behalf.

Note: The SFA is not required to adhere to the domestic requirement for foods that are not creditable food components.

NCSOTA will ensure that the solicitation and contract language include the requirement for domestic agricultural commodities and products and retain records documenting any exceptions in advance of accepting deliveries. Implementation of the Buy American Provision by NCSOTA FSC will be ensured by:

- Including the Buy American Provision requirement in bid specifications, IFBs, RFPs, contracts, purchase orders, and other procurement documents issued.
- Monitoring the contract to ensure that the domestic products solicited are the ones received.
- Requiring suppliers to provide certification of domestic origin for all food products, from bids and proposals through receipts and invoices.
- Conducting monthly reviews on storage facilities to ensure the domestic products received are the ones solicited for and awarded.

Limited exceptions to the Buy American provision. There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the “domestic” standard as described above (i.e., “non-domestic”) in circumstances when use of domestic foods is truly not practicable. These exceptions, as determined by the FSC, are:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

NCSOTA or vendor must document exceptions to the Buy American Provision requirement prior to accepting each and every nondomestic agricultural commodity or product. This documentation must be on file for at least the current year plus three years, and must be made available during an on-site administrative review and an off-site procurement review.

The documented exception will include the following:

- A description of the nondomestic item and an evaluation of if there are domestic sources for the product.
- Alternative domestic commodities or products that NCSOTA considered or the vendor offered, and the reason they were not substituted for the nondomestic item.
- A synopsis of what third-party verification (e.g., USDA Agricultural Marketing Service Run a Custom Report web page at <https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice>) was done by the vendor or NCSOTA to determine cost and availability.
- Documentation by the vendor or NCSOTA outlining the price of both domestic and nondomestic commodities or products, and reasoning for lack of availability to justify the exception.
- The dates that the: (1) vendor informed the NCSOTA of the nondomestic commodity or product, (2) NCSOTA agreed to accept this food item in advance of delivery, and (3) commodity or product was received by the NCSOTA.

7. Small and Minority Businesses, Women's Business Enterprises (2 CFR, Section 200.321)

NCSOTA FSC will ensure that minority businesses, women's business enterprises and labor surplus area firms are used when possible by taking the following affirmative steps:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- Using the services and assistance, as appropriate, of organizations such as the Small Business Administration and the Minority Business Development of the Department of Commerce.
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section

8. Duplication of Good or Services (2 CFR, Section 200.318[d])

NCSOTA will avoid the acquisition of unnecessary or duplicative items by determining whether the goods or services are necessary and ensuring that their purchase does not duplicate items or bids that NCSOTA already has in place. The NCSOTA FSC will provide the NCSOTA purchasing staff with

documentation justifying that the purchase of all goods and services requested are required and not duplicative prior to conducting a procurement.

9. Competition (2 CFR, Section 200.319[a][b][1-7])

NCSOTA will conduct all procurement transactions in a manner providing full and open competition. Situations where competition is limited will be avoided by NCSOTA. Some of these situations include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business.
- Requiring unnecessary experience and excessive bonding.
- Noncompetitive pricing practices between firms or between affiliated companies.
- Organizational conflicts of interest.
- Specifying only a brand name product instead of allowing an equivalent product to be offered.
- Any arbitrary action in the procurement process.

When a procurement has been properly conducted, and there is only one respondent, NCSOTA will evaluate the scope of work or services requested to determine whether they were too restrictive by contacting potential respondents who did not participate, and by reviewing the requested services for possible modification.

NCSOTA will then resolicit. If, after the second solicitation, there is only one respondent, NCSOTA will move forward with that award.

NCSOTA will ensure objective contractor performance and eliminate unfair competitive advantage by excluding contractors that develop or draft specifications, requirements, statements of work, and IFBs and RFPs from competing for such procurements. NCSOTA will maintain documentation to prove that the appropriate procurement procedures were used, and that the final selection is the most efficient and economical for NCSOTA.

10. Brand Name or Equivalent (2 CFR, Section 200.319[b][6])

When using a brand name or product code in the specification, NCSOTA will adhere to the following procedures:

- NCSOTA will ensure that the description in the specification will always include a clause that an equivalent product is acceptable.
- A copy of the specified brand or code will be posted on the NCSOTA website by the FSC so vendors can verify that the product they are bidding on is actually an equal.
- Vendors bidding an item as an equal product to the brand name specified will be required to provide NCSOTA with a product specification sheet and a sample case of the product for

taste testing and verification by all NCSOTA food services staff and a selected number of students to ensure that the product is an equal product to the brand name specified.

11. Clear and Accurate Description of Technical Requirements Required (2 CFR, Section 200.319[d][1-2])

NCSOTA will have written procedures for procurement transactions. These procedures will ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service being procured and will not contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service being procured and minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. A brand name or equivalent description may be used as a means to define the performance or other salient requirements of procurement. The specific desired features of the named brand which must be met by offers must be clearly stated, along with all requirements which the offerors must fulfill, and all other factors to be used in evaluating bids or proposals.

12. Bid Protest (2 CFR, Section 200.318[k])

NCSOTA is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve NCSOTA of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

NCSOTA accepts a prospective bidder's protest to a bid award if the protesting party believes the award is not in compliance with the law, does not follow bid procedures, or does not meet bid specifications. A protest must be filed with NCSOTA's designated point of contact for that bid. Such protests must be made in writing and received by the NCSOTA Business Office within five working days of the bid award date and shall include all documents supporting or justifying the protest. The protesting party must mail or deliver copies of the protest to the NCSOTA Business Office. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of their right to protest the award of the contract.

13. Termination for Cause and Convenience (2 CFR, 200, Appendix II[b])

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

14. Maintenance of Records (2 CFR, Section 200.318[i])

NCSOTA will maintain records sufficient to detail the history of the procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, a copy of the solicitation and contract, the basis for the contract price (the bidding history), rationale and approval for noncompetitive procurements, any contract amendments, billing and payment

records, and a history of contractor claims for the full term of the contract plus extensions and three additional school years, or until the next review by the CDE. The CDE and USDA reviewers shall have full access to and the right to examine all procurement documentation.

15. Contract Management (2 *CFR*, Section 200.318[b])

NCSOTA must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. NCSOTA will perform the following tasks to ensure compliance:

- Monitor the vendors compliance with the terms of the contract or purchase order.
- Review products and delivery invoices or receipts to ensure the items that were solicited and awarded, are the items that are received.
- Conduct periodic reviews of storage facilities, freezers, refrigerators, dry storage, and warehouses to ensure the products received comply with the Buy American Provision.

16. Certifications (including, but not limited to Appendix II to Part 200 of 2 *CFR*)

NCSOTA will require any successful respondent to provide proof of having and maintaining, during the life of any contract with NCSOTA, Public Liability and Property Damage Insurance to protect themselves and NCSOTA from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations any contract that NCSOTA enters into. (23 *CFR* Section 646.105[a])

NCSOTA will not enter into a contract with any company or individual that has been debarred or suspended. Vendors that are awarded contracts are required to submit a completed Debarment and Suspension Certificate, and Disclosure of Lobbying Activities. These forms must be completed prior to commencement of work.

NCSOTA will require that vendors and potential vendors certify that pursuant to Education Code Section 45125.1, it has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the District, and that none have been convicted of drug related, sex offenses or any felonies, as specified in Penal Code Sections 1192.79(c) and 667.5(c), respectively.

17. Continuing Education/Training Standards (7 *CFR*, sections 210.30[b][3],[c][1-5], [d][1-6], [e][1-2])

NSCA operates the School Nutrition Programs (SNP) and must ensure that all SNP directors (*CFR*, Section 210.30[b][3]), SNP managers (7 *CFR*, Section 210.30[c][1-5]), and staff (7 *CFR*, Section 210.30[d][1-6]) with responsibility for SNP, complete their required annual trainings. The annual training should include, but is not limited to, the following topics as applicable: training in procurement procedures, the identification of reimbursable meals at the point of service, nutrition, health and safety standards, and any other specific topics identified by USDA Food and Nutrition Service as needed to address program integrity or other critical issues. Annual training requirements for SNP managers, directors, and staff are summarized under 7 *CFR*, Section 210.30[e][1-2].

On August 23, 2023, the USDA Food and Nutrition Service (FNS) released SP 21-2023, Initial Implementation Memorandum: Child Nutrition Program (CNP) Integrity Final Rule. This final rule is intended to strengthen and streamline the oversight, accountability, and program integrity across the CNPs including the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program, and Summer Food Service Program. Highlights of the final rule include:

- Focusing on overall integrity process improvements.
- Introducing targeted flexibilities in the NSLP and SBP that streamline monitoring requirements and lower administrative burden for state agencies.
- Improving the ability of FNS and state agencies to address the rare instances of severe or repeated violations of program requirements in the CNP.
- Adding annual procurement training.
- Extending the School Nutrition Program Administrative Review and Food Service Management Company contract review from three to five years.



SCHOOL NUTRITION PROCUREMENT POLICY

Nevada City School of the Arts (NCSOTA) personnel shall adhere to the following procurement policies, as established by the Charter Governance Council (CGC) at a duly held meeting on

Local Purchasing Preference and Micro-Purchase Procedures

Purpose

The purpose of this policy is to establish procurement procedures for the School Food Authority (SFA) that promote the purchase of locally produced agricultural products while ensuring compliance with all applicable federal, state, and local procurement regulations governing the Child Nutrition Programs.

Policy Statement

The School Food Authority is committed to purchasing high-quality, nutritious foods that support student health, strengthen the local agricultural economy, and encourage sustainable food systems. Whenever practical and allowable under procurement regulations, the SFA will provide preference to local agricultural products and foods.

All procurements shall be conducted in a manner providing full and open competition, maintaining ethical standards, and ensuring responsible stewardship of public funds.

Definition of Local

For the purposes of this policy, "local" means agricultural products that are grown, raised, harvested, caught, or processed within:

- The Bear-Yuba Watershed

The SFA may revise this definition based on product availability and operational needs.

Procurement Thresholds

Micro-Purchases (\$15,000 or Less)

Purchases totaling **\$15,000 or less**, or up to \$50,000 with a self-certification, may be made without obtaining competitive quotations, provided that:

- The price is considered reasonable.
- Purchases are distributed equitably among qualified suppliers to the extent practical.
- Documentation is maintained showing the basis for determining price reasonableness.
- Local vendors shall be considered whenever available.

Local Geographic Preference

The School Food Authority may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products.

Preference may be applied through one or more of the following methods:

- Additional evaluation points for qualifying local vendors.
- Percentage price preference.
- Priority ranking when all other evaluation criteria are substantially equal.

The geographic preference shall only be applied where permitted under applicable USDA procurement regulations.



Evaluation Criteria

When evaluating quotations or bids, the SFA may consider:

- Price
- Product quality
- Product freshness
- Vendor reliability
- Delivery schedule
- Food safety practices
- Ability to meet specifications
- Local geographic preference (when applicable)

Documentation

Procurement records shall include:

- Description of goods purchased.
- Purchase orders, invoices, and receiving records.

All procurement records shall be retained in accordance with federal and state record retention requirements.

Conflicts of Interest

Employees, officers, and agents engaged in procurement activities shall comply with the School Food Authority's Code of Conduct and shall not participate in the selection, award, or administration of a contract where a real or apparent conflict of interest exists.

Vendor Outreach

The School Food Authority will encourage participation by:

- Local farmers and ranchers.
- Agricultural cooperatives.
- Producer associations.
- Small businesses.
- Minority-owned businesses.
- Women-owned businesses.
- Veteran-owned businesses.

Outreach efforts may include vendor notifications, participation in local food directories, and attendance at agricultural networking events.

Emergency Purchases

Emergency purchases necessary to protect health, safety, or continuity of meal service may be made in accordance with applicable procurement regulations. Documentation shall include the nature of the emergency and the rationale for the procurement method used.

Compliance

This policy shall be implemented in accordance with:

- USDA Child Nutrition Program procurement regulations.
- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable.
- 7 CFR Part 210.



- Applicable state procurement laws and regulations.
- School district procurement policies.

Policy Review

This policy shall be reviewed annually by the School Food Authority Director and revised as necessary to maintain compliance with federal, state, and local requirements.



Corporate Resolution

RESOLUTION GRANTING SIGNING AND AUTHORITY TO CONDUCT BUSINESS

WHEREAS, the Corporation desires to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to any one of the following person(s): Holly Pettitt, Executive Director. The foregoing signing and authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of Nevada City School of the Arts, a corporation duly formed pursuant to the laws of the state of California and that the foregoing is a true record of a resolution duly adopted at a meeting of the Charter Governance Council and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on September 24, 2026, and that said resolution is now in full force and effect without modification or rescission for the duration of the appointee's employment in her current position shall continue or it is modified by board action.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 24th day of September, 2026.

Andrew Todd, Secretary



INDEPENDENT STUDY POLICY

Nevada City School of the Arts ("NSOTA" or the "Charter School") may offer independent study to meet the educational needs of pupils enrolled in the charter school. Independent study is an alternative education designed to teach the knowledge and skills of the core curriculum. NCSOTA shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. Independent study shall be available with the approval of the Executive Director for up to fifteen (15) cumulative instructional days in a school year. Under extenuating circumstances or health department order, although discouraged, the Executive Director may approve independent study of more than 15 cumulative instructional days in a school year. Independent study will not be available for less than three (3) consecutive instructional days. **No Independent Study will be approved without 5 days advance notice.** The following written policies have been adopted by the Charter Governance Council for implementation at NCSOTA:

1. For pupils in all grade levels offered by NCSOTA, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be five school days.
2. The Executive Director or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
 - a. When any pupil fails to complete three (3) assignments during any period of five (5) school days, the Executive Director or his or her designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study.
 - b. In the event a student's educational progress falls below satisfactory levels as determined by ALL of the following indicators:
 - i. The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
 - ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - iii. Learning required concepts, as determined by the supervising teacher.
 - iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.
 - c. A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.



3. NCSOTA shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction.
4. The Charter School has adopted tiered reengagement strategies* for the following pupils:
 - a. All pupils who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;
 - b. Pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or
 - c. Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

- a. Verification of current contact information for each enrolled pupil.
 - b. Notification to parents or guardians of lack of participation within one (1) school day of the recording of a nonattendance day or lack of participation.
 - c. A plan for outreach from the school to determine pupil needs, including connection with health and social services as necessary.
 - d. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.
5. The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction for Independent Studies over 15 days cumulative*:
 - a. For pupils in transitional kindergarten through grade 3, inclusive, NCSOTA shall provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record.
 - b. For pupils in grades 4-8, inclusive, NCSOTA shall provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record.
6. NCSOTA shall transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days.*

*** The tiered reengagement strategies, plan for synchronous instruction and live interaction, and plan to transition pupils whose families want to return to in-person instruction (paragraphs 4, 5, and 6 above) shall not apply to:**



- a. a. pupils who participate in an independent study program for fewer than 16 schooldays in a school year;
 - b. b. pupils enrolled in a comprehensive school for classroom-based instruction who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. Local educational agencies shall obtain evidence from appropriately licensed professionals of the need for pupils to participate in independent study pursuant to this subdivision; or
 - c. c. independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 41422 and/or 46392, and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.
7. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
- a. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
 - b. The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
 - c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
 - d. A statement of the policies adopted pursuant to subdivisions (a) and (b) of Education Code Section 51747 regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - e. The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
 - f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
 - g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in



order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
- i.
 - a. For a pupil participating in an independent study program that is scheduled for more than 15 school days, each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For a pupil participating in an independent study program that is scheduled for 15 schooldays or fewer, each written agreement shall be signed, during the school year in which the independent study program takes place, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. The written agreement may be signed at any time during the school year, but it is the intent of the Legislature that parents or guardians of pupils be provided the agreement at or before the beginning of the school year. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

- 8. NCSOTA shall comply with the Education Code Sections 51744 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.



9. The Executive Director may establish regulations to implement these policies in accordance with the law.

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HOME STUDY PROGRAM INSTRUCTIONAL BUDGET POLICY

Families enrolled in the Nevada City School of the Arts (NCSA) Home Study Program agree to use NCSA's established core curriculum for math, reading, science and social studies instruction. The Supervising Teacher ("ST") will create a detailed, four (4) week plan for each parent and student to follow. Participation in the Home Study Program also includes one (1) day of optional enrichment opportunities in social emotional learning, science, art, movement and music. These enrichment opportunities are available on the NSCA campus.

In addition to on-site enrichment activities (available free of charge), NCSA will also provide a fund of up to \$1,500.00 per year ("Instructional Budget") to each enrolled student, to support outside academic and enrichment activities (see list of approved vendors/activities). This budget may be used for enrichment supplies, vendors, and other in-person activities that align with the Master Agreement and the student's educational plan. All purchases require advanced approval from the student's assigned ST and the Business Office. Parents should request use of these funds by submitting a purchase order to the ST and Business Office.

Instructional Budget:

Full-Time Independent Study: \$1,500 per year/\$750 per semester (funding will be prorated based on date of enrollment). NCSA may freeze a student's access to the Instructional Budget at any time for reasons including, but not necessarily limited to, budgeting constraints, failure to make satisfactory progress pursuant to the independent study policy and master agreement, missed assignments in violation of the independent study policy, not participating in state assessments or all local benchmarks, not attending meetings, or not returning materials.

Materials (i.e. non-services, non-consumable) purchased with the Instructional Budget are the property of NCSA and must be returned when requested or when leaving the school. Items identified by the school as consumable/single-use (e.g. materials for an art project) do not need to be returned.

Instructional Budget amounts may change at any time due to state budgets and other fiscal considerations.



Instructional Budget General Guidelines:

These are guidelines, and are subject to change. If you have any questions about the use of Instructional Budgets, please contact your Supervising Teacher or the Business Office.

1. Instructional Budgeting is State funding that is allocated for student use. NCSA may not provide funds, goods, or services to students, parents, or guardians that a traditional public school district would be prohibited from providing under the law. These funds must be used solely for educational purposes in direct support of the enrolled student's Master Agreement.
2. Vendors must be approved in advance of providing educational items or services to a student. Request for vendors who are not already pre-approved must be submitted to the Executive Director. Please allow at least two weeks of advanced notice to NCSA for vendor services to be reviewed. If services are arranged with a vendor prior to school approval and review, the student's family will be responsible for payment to the vendor until approval and cannot be reimbursed.
3. Materials/products purchased with the Instructional Budget can take up to 30 business days to arrive at the school depending on the number of items ahead of you, approval process, and the vendor. Please plan accordingly.
4. The following items **may not** be purchased with Instructional Funding (this list is not exhaustive):
 - a. horseback riding lessons
 - b. ski/snowboard passes/lessons
 - c. religious, sectarian, or denominational materials or services
 - d. memberships or fees (including registration fees)
 - e. equipment (ie PE equipment, clothing, yoga mats, etc.)
 - f. furniture and other organizing supplies
 - g. toys
 - h. advent calendars
 - i. food and cooking supplies/equipment
 - j. weapons or other dangerous items
 - k. [Curriculum from Acellus Online Learning Program](#)
 - l. Outschool live instruction classes (and any other online live instruction vendor that doesn't agree to a background check)
 - m. Electronic devices

Amazon.com is our primary materials vendor. All items purchased on Amazon.com must be Prime eligible.



Non-consumable materials purchased using Instructional Budgets must be returned to the school in good condition upon completion of the educational unit. All non-consumable materials not returned will be billed for at the end of the school year or upon dropping from the school.

Vendor Applications and Approvals

- 1. Educational Vendor Applications:** Subject to the availability of funding and compliance with the Charter School's charter and applicable laws and regulations, the Charter School contracts with educational vendors who provide educational enrichment services (e.g., in-person educational activities) or products to students. Prior to performing services to the Charter School (i.e., for the benefit of its students), all vendors must submit an application to the Charter School detailing information regarding the vendor such as qualifications and services.

The Charter School shall carefully review vendor's application, website, available references, social media, and other pertinent information.

Students desiring to receive instructional programming or materials through a vendor as part of their educational program through the Charter School may only utilize Charter School-approved vendors, and only after their participation is approved in writing by the Charter School.

- 2. Vendor Guidelines:** The Executive Director is responsible for approving vendors, and shall ensure the Vendor meets guidelines, including, but not limited to the following:

- Each vendor must have the qualifications, skills, and, if applicable, the certification and licenses necessary to perform the requested services in a competent and professional manner.
- Each vendor must conduct background checks pursuant to and consistent to the requirements of Education Code Section 45125.1 to ensure the vendor (if an individual), its employees, and agents who interact with students have not committed a serious or violent felony. If a vendor is a sole proprietor, the Charter School shall be responsible for preparing and submitting that individual's fingerprints to the Department of Justice.

Pursuant to Section 45125.1(b)(3), if a student participates in services provided by a contractor as part of an independent study program and the student is under the immediate supervision and control of the student's parent or guardian during the provision of those services, the Charter School shall do either of the following:

- (A) Verify completion of a valid criminal records summary for all employees of the contractor who interact with the pupil. OR
- (B) Ensure that the parent or guardian of the student has signed a consent form before the student's interaction with a person employed by the contractor,



attesting that the parent or guardian understands that the person employed by the contractor has not completed a valid criminal records summary as described in Section 44237.

- To the extent required by law, each vendor is responsible for compliance with applicable mandated reporter training and reporting requirements.
- Vendor services and/or products must be non-sectarian.
- Vendor must not discriminate on the basis of 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.
- Vendor must maintain adequate levels of insurance, as determined by the Charter School for its educational services.
- Vendor must not be a private school offering services through a part-time program (e.g., after-school programs) or a parent-organized group (also known as “co-op”).
- Vendors must qualify as independent contractors in accordance with applicable law. This is determined by the Executive Director based on vendor representations and vetting by the Charter School or its service provider.

3. **Vendor Agreement:** Once the Executive Director has approved a vendor, the vendor and Charter School shall enter into a vendor agreement so that Charter School may be invoiced directly by the vendor.

Charter School will pay up to \$1,500.00 per academic year for each enrolled student.

Each vendor must submit a monthly invoice to the Charter School for direct payment to the vendor by the Charter School. In no case may the vendor seek or receive payment directly from any student or parent/guardian for services that are subject to payment by the Charter School pursuant to this Policy. The vendor agreement will include language explicitly reaffirming the protections set forth in this policy including, but not limited, the required background checks for vendor interacting with students, prohibitions on non-sectarian/discriminatory items and services, and insurance and indemnification provisions.

4. **Additional Restrictions:**

Students and parents/guardians do not have any individual claim or vested right to the funds described in this Policy; the funds are not payables or liabilities to students or parents/guardians. The funds represent



a discretionary allocation of the Charter School's general fund dollars by the Charter School that are subject to utilization for the benefit of students as provided in this Policy. The per-student limit on funding under this Policy reflects the Charter School's best efforts to make the benefits of this Policy uniformly and equitably available to its students, but again, to be clear, all funds subject to this Policy are the Charter School's funds subject to allocation by the Charter School in its discretion, consistent with this Policy. Individual students and parents/guardians do not have the right to direct the Charter School's budget or expenditures.

Consistent with the above terms, the vendor funds allotted to each eligible student are not transferrable – meaning, they cannot be transferred to another student, including a sibling attending the Charter School.

Any vendor funds that are available to a student during an academic year and are not utilized in that academic year do not roll-over to a subsequent academic year.

5. The Executive Director is responsible for granting requests and approving vendors in a nondiscriminatory manner. The Executive Director shall ensure vendor services meet the following requirements:
 - Services support the requesting student's curriculum and education plan.
 - Services must be aligned with State standards, student's course of study, or student's independent study master written agreement.
 - Services must be from a vendor who is not related to the family requesting the educational items or services and otherwise does not present conflict of interest concerns.
6. **Prohibited Requests:** The Executive Director shall not approve educational items or services beyond what is needed to meet a student's enrichment learning objectives, consistent with the scope of the Charter School's academic program for that student.

The following is a non-exhaustive list of prohibited items and services:

- Amusement park tickets
- Video game hardware or software
- Non-educational household items (e.g., storage containers, organizational items (large or small items), picture frames, etc.)
- Bicycles, tricycles, scooters, skateboards, rollerblades, roller skates, wagons, etc.
- Live animals or animal supplies including small insects/amphibians/worms as a part of a science class. Certain kit and supplies may be approved (e.g., praying mantis, caterpillars, ladybugs, or silkworms to study; ant farms; or tadpoles)
- Educational items and services of a religious or sectarian nature
- Discriminatory educational items or services
- Taxis/Uber/Lyft rides and other transportation costs



7. **Student Eligibility:** In order for a student to be eligible to utilize products or services offered by a vendor consistent with this Policy, the student must be in good standing with the Charter School. Good standing means that the student is currently enrolled in the Charter School, in regular attendance, and is in compliance with the Charter School's academic policies. Regular attendance means that (i) the student is not subject to tiered reengagement procedures nor in violation of assignment submission requirements under the Charter School's independent study policy, and (ii) that the student is submitting completed work logs and engagement logs consistent with the Charter School's deadlines.
8. **Student Requests:** A student or parent/guardian wishing to utilize a product/service offered by an approved vendor, or to request the approval and utilization of a vendor that is not currently approved, shall submit written application to the Home Study Teacher.
9. **Final Decisions:** The Executive Director of the Charter School is vested with discretion to determine in their professional expertise whether a vendor conforms with the requirements of this Policy, and whether a student/parent/guardian's request to receive products or services from a particular vendor is eligible for approval. In all cases, the Executive Director's decision on a matter under this Policy shall be final.
10. **Questions:** If Charter School families have any questions about this Policy or how to make requests for educational items and services, please contact Katrina Mitchell at katrina.mitchell@ncsota.org



NEVADA CITY
SCHOOL OF THE ARTS

Board Policy #: 502
Adopted/Ratified: 09/25/2015
Revision Date: ~~September 24, 2018~~ June 17,
2026

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~~HUMAN RESOURCES DEPT.

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: _____

Please sign/date, tear out, and return to the ~~School~~Human Resources Dept., and retain this Handbook for your reference.

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 [Human Resources Dept](#)~~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 Executive ~~-~~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.

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

Commented [1]: This language was added to reflect the latest update to CA law which further broadened the protected classifications listed here.

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 ~~Executive School~~ Director, ~~School Business Manager~~ or ~~the payroll department~~ Human Resources Dept. and request such an accommodation. The individual with the disability should specify what accommodation ~~he or she~~ they 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, charged with, or convicted of any offense during ~~their~~~~his/her~~ employment with the School, the employee must immediately report as much to the Executive 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

This policy applies to all School employees, volunteers, contractors, and Governing Board ("Board") members (collectively referred to as "mandated reporters" herein).¹

California Penal Code section 11166 requires any teacher or child care custodian who has knowledge of, or observes, a child in ~~his or her~~~~their~~ professional capacity or within the scope of ~~his or her~~~~their~~ employment whom ~~he or she~~~~they~~ 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 individuals who are mandated reporters. Mandated reporter training will also be provided to all qualifying individuals who begin their service midyear. Independent contractors are required to

¹ This policy does not apply to student board members under Education Code section 47604.2, or otherwise.

Commented [2]: Effective January 1, 2026, SB 848 broadened the categories of School personnel to which child abuse and neglect reporting requirements apply. These updates cover the new requirements of SB 848 related to mandated reporting.

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complete their own training. 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. Training will also be provided on the prevention of abuse, including sexual abuse and assault, of children on School grounds, by School personnel and volunteers, or in School-sponsored programs.

All individuals who are required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of the start of each school year or within the first six (6) weeks of that individual beginning service for the School. The school will maintain documentation of all completed training.

Employees who have any questions about these reporting requirements should contact [the Human Resources Dept.](#)

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~~[their](#) 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~~[they](#) 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.

Professional Boundaries: Adult/Student Interaction Policy

This policy applies to all NCSA employees, volunteers, contractors, and Governing

Commented [3]: This policy has been revised to align with SB 848 which expanded the scope of professional boundaries requirements to apply more broadly beyond employees, as well as contained certain requirements to better address student safety/boundaries issues.

Board (“Board”) members² (collectively referred to as “adults” herein).

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 [Professional Boundaries Notice](#).

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 individual’s use of force that is reasonable and necessary to protect the individual, 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 employees, volunteers, contractors, and Board members:

A. Examples of permitted actions (i.e., 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 a student on 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 (i.e., corporal punishment)

- ~~1.~~ 1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
- ~~4-2.~~ 2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
- ~~2-3.~~ 3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Adult/Student Behavior

This policy is intended to guide adults in conducting themselves in a way that reflects the high standards of behavior and professionalism required of them and to specify the

² This policy does not apply to student board members under Education Code section 47604.2, or otherwise.

boundaries between such adults and students.

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

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by an adult while interacting with a student, whether during school hours or outside of school hours, including through social media platforms, text messaging, and other forms of communication that do not otherwise include a student's parent/guardian. Trespassing the boundaries of a student/adult relationship is deemed an abuse of power and a betrayal of public trust.

Professional boundaries apply not only between students and staff, volunteers, and contractors, and Board members, but also among and between students, and among and between adults employed, volunteering, or under contract with the School. All members of the School community are expected to maintain professional conduct that models appropriate behavior and fosters a safe and respectful learning environment. Additionally, all facilities/areas under School control shall be effectively supervised to promote a safe environment for students and individuals performing services on behalf of the School.

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.

Adults 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 adults 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, adult/student interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any adult reasonably suspects or believes that another individual may have crossed the boundaries specified in this policy, ~~they~~^{he or she} must immediately report the matter to ~~the Human Resources Dept or 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. Adults 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 Adults/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) ~~(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, text, and/or social media.
- (l) Engaging in any electronic, digital, or social media communication with a student that is not School-related.
- (m) ~~Any form of grooming behavior, including conduct designed to build secrecy or inappropriate trust.~~

Unacceptable Adult/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when adults have parent/guardian 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, is prevented from using a better practice or behavior. Adults must 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 Adult/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 within School provided platforms must be professional and pertain to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- ~~(+)~~ (j) Involving your supervisor if conflict arises with the student.
- ~~(+)~~ (k) Informing the Executive Director about situations that have the potential to become more severe.
- ~~(+)~~ (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- ~~(+)~~ (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- ~~(+)~~ (n) Asking another adult to be present if you will be alone with any type of special needs student.
- ~~(+)~~ (o) Asking another adult to be present when you must be alone with a student after regular school hours.
- ~~(+)~~ (p) Giving students praise and recognition without touching them.
- ~~(+)~~ (q) Pats on the back, high fives and handshakes are acceptable.
- ~~(+)~~ (r) Keeping your professional conduct a high priority.
- ~~(+)~~ (s) Asking yourself if your actions are worth your job and career.
- ~~(+)~~ (t) Documenting any interaction with a student that may be crossing boundaries set forth in this policy, including any electronic communication.

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 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 [Executive](#) Director or designee.

When NCSA receives allegations of unlawful harassment, discrimination, or retaliation, the Charter Council (if a complaint is about the [Executive](#) Director) or the [Executive](#) Director or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. 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~~them 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 [Executive](#) Director. See Appendix A for the "Harassment/Discrimination/Retaliation Complaint Form." See Appendix B for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and o 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: o Sexually oriented gestures, notices, remarks, jokes, or comments about a person's

sexuality or sexual experience.

- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate 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:

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: [Title IX Policy](#).

Whistleblower Policy

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-stakeholders](#) and prospective [clients-stakeholders](#) of the School. However, employees must remember

Commented [4]: Should clients be replaced with stakeholders? Using the word clients just seemed off to me.

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.

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~~ Executive 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.

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 nonexempt 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 or major fraction thereof, which should be scheduled towards the middle of the work period as practicable. Employees are prohibited from combining meal and rest period time.

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.

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~~^{they} ~~are~~^{is} expected to keep the **Executive** 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-Executive 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-Executive 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 Executive~~ 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 [the](#) Human Resources [Dept.](#)

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 Executive~~ Director or ~~the Business Manager-Human Resources Dept.~~ 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-Executive~~ 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 ~~ExecutiveSchool~~ 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-Executive~~ 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~~their 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-Executive~~ 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.

Emergency Contact

Employees are entitled to choose an emergency contact to be contacted by NCSA in case of emergency. The School will notify an employee's designated emergency contact if the employee is arrested or detained at work but only if the employee has designated an emergency contact for this purpose, and only if the School has actual knowledge of the arrest.

Workplace Rights

All employees are entitled to know and exercise their workplace and constitutional rights. Labor laws, including but not limited to standards for wages, hours, and health and safety, apply to all workers in the state regardless of immigration status. See **Appendix C** for a pamphlet from the State of California Department of Industrial Relations regarding employee rights at the School.

Commented [5]: Per SB 294, CA employers must notify employees by March 30, 2026 of their right to designate an emergency contact for notification if they're arrested or detained at work, or off-site with employer knowledge. This is intended to help individuals arrested/detained by ICE so their families/friends will know where they are. Employees are permitted to update this information at any time.

Commented [6]: Effective February 1, 2026, and annually thereafter, all CA employers must provide employees with this written notice outlining certain workplace rights. It must be issued as a standalone notice but we have included it here as well so the School can ensure minimal compliance. The Labor Commissioner created a model notice for this purpose which can be found here:
<https://www.dir.ca.gov/dlse/Know-Your-Rights-Notice/Know-Your-Rights-Notice-English.pdf>
Moving forward, the School will have to confirm it is using the latest version since this model notice will be updated each year.

EMPLOYEE WAGES AND BENEFITS

EMPLOYEE WAGES AND BENEFITS

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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 be 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 the Human Resources Dept.

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.

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.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, ~~he or she~~they should ask the ~~payroll department~~Human Resources Dept. 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 Human Resources Dept.~~the Business Office or by logging on to the payroll portal. ~~The Human Resources Dept.~~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 Human Resources Dept.~~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 Human Resources Dept.~~the School Business Office.

Pay Period and Time Records

Paydays are scheduled twice per month on the 10th and 25th of each month. If an employee observes any error in ~~his or her~~their check, it should be reported immediately to the ~~Payroll Department~~Human Resources Dept.

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.

Nonexempt employees must accurately record time in and out of their shifts as this is the only way the ~~payroll department~~Human Resources Dept. 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 nonexempt 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. Nonexempt, 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~~Human Resources Dept. 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.

Nonexempt 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 Human Resources Dept. ~~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 ~~their~~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 Human Resources Dept. ~~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 Human Resources Dept. ~~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. Nonexempt employees may be required to work beyond the

regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. NCSA will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Executive Director, or designee. NCSA provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

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

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

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~~ Human Resources Dept. 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 Nonexempt 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.

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~~their 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 ~~their -his/her~~ spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but ~~his/her~~their spouse has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes ~~him or her~~them 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~~their 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~~their 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~~the Human Resources Dept. or a financial advisor for more details on eligibility, contributions, and withdrawal rules. For additional information or to enroll, please contact the Human Resources Dept.

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 ten (10) 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 ~~\$780.00~~1/12 of the current annual Employee Only benefit cap 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.

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HOLIDAYS, VACATIONS AND LEAVES

HOLIDAYS, VACATIONS AND LEAVES

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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.

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 domestic violence, sexual assault, or stalking that are committed against themselves or a family member.

Additionally, paid sick leave may be used by employees who are victims or family members of victims of specified crimes to attend judicial proceedings. Paid sick leave may also be used to serve on a jury or when ordered by a court or subpoenaed to testify in court as a witness.

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.

Commented [7]: CA's paid sick leave law was further amended recently to allow employees to use this leave for jury and witness duty absences, as well as additional crime victim absences.

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**.

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.

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~~**their** immediate family (this is in addition to normal bereavement leave).
- Accident involving ~~their-his/her~~ person or property or the person or property of a member of ~~their 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**

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 threshold is 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~~their 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~~them to the facility with the expectation that ~~they/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.
- 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 service member.

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~~their 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 ~~their/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~~their 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~~their 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 ~~they/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 ~~they/he/she~~ had when the leave commenced.

- Medical Certifications

1. An employee requesting FMLA/CFRA leave because of ~~his/her~~their 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~~ 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 ~~their~~ ~~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~~ ~~they are~~ ~~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 ~~their/his/her~~ own serious health condition, the employee must obtain a certification from ~~their/his/her~~ health care provider that ~~he/she is~~they are 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.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each pregnant employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time the employee is personally 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:

Commented [8]: The updates here and later in this policy were made to avoid any appearance of discrimination on the basis of gender identity/expression.

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of their job without undue risk to themselves, the successful completion of their 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, they will return with the same seniority they had when the leave commenced.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from their 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 they qualify, 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, they 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 ~~they~~^{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 their healthcare provider that they are 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~~they will have 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 ~~their his/her~~ shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by ~~his/her~~their personal physician at ~~their his/her~~ own expense, but ~~he/she is~~they are 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 or the Federal Emergency Management Agency ("FEMA") reserves who deploy to major disaster sites 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.

NCSA will reinstate employees returning from military leave to their same position or one of comparable seniority, status, and pay.

Commented [9]: This policy was updated to better align with applicable law.

An employee who was absent from work while fulfilling ~~his or her~~their covered service obligation under the USERRA or California law shall be credited, upon ~~his or her~~their 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~~their employment with the School, the School will provide time off with pay.

Bereavement 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 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. Upon request, an employee may be required to provide documentation of the death of a covered family member.

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

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:

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~~they may be aware that the employee may have to take unpaid time off for emergency duty/training. In the event that employees needs 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~~day's 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~~ they are 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~~them 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~~themselves 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~~their 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 Executive Director or the School Business Manager/Human Resources Dept.

Other Unpaid Leave

NCSA recognizes that special situations may arise where an employee must leave ~~his or her~~their 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.

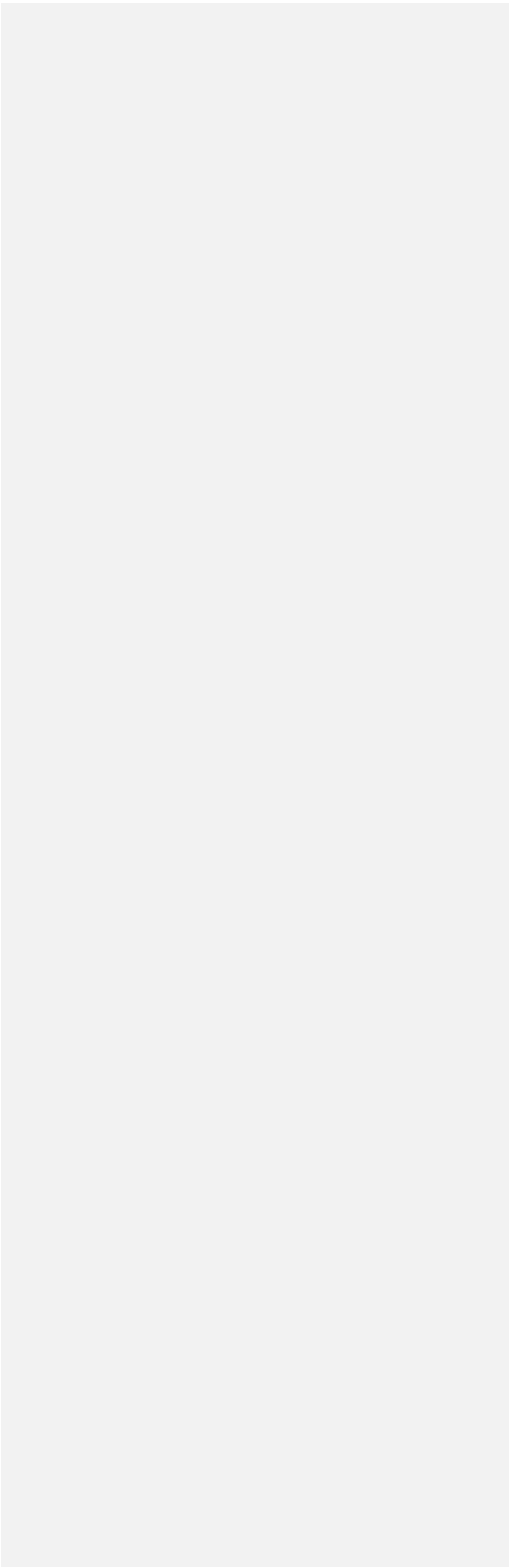
During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins.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

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PERSONNEL EVALUATION AND RECORD-KEEPING

PERSONNEL EVALUATION AND RECORD-KEEPING

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Employee Reviews and Evaluations

Each employee, excluding temporary employees, will receive a performance review at least every two years, conducted by the ~~School-Executive~~ 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~~their 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 ~~Executive~~ 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-Executive De~~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 ~~Executive De~~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 ~~Executive 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 Human Resources Dept. 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 Executive~~ Director. Only the ~~School Executive~~ Director or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the 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 Human Resources Dept. the Charter Business Center at the Nevada County Office of Education~~. All requests for employment references will be directed to ~~the Human Resources Dept. 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 real or replica 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.
- ~~26.~~ Permitting an unauthorized person to enter NCSA premises without permission. 25. Failure to follow specified job instructions, unsatisfactory work performance, or insubordination.
- ~~24.~~
- ~~27.~~ ~~25.~~ Conducting personal business during work hours and/or unauthorized use of telephone lines for personal calls.
- ~~28.~~ ~~26.~~ Excessive absenteeism or tardiness, excused or unexcused.
- ~~30.~~ 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.
- ~~27.~~
- ~~31.~~ Refusal to speak to supervisors or other employees.
- ~~28.~~
- ~~33.~~ Failure to possess or maintain the credential/certificate required of the position. 32. Sleeping during work hours.
- ~~29.~~
- ~~34.~~ Release of confidential information without authorization.
- ~~30.~~
- ~~35.~~ Unprofessional conduct.
- ~~31.~~
- ~~36.~~ ~~32.~~ Allowing a visitor onto campus without prior authorization and without the appropriate clearances.
- ~~37.~~ ~~33.~~ Failure to disclose a pending action against the employee's credential by the California Commission on Teacher Credentialing.
- ~~38.~~ ~~34.~~ Failure to appropriately supervise students to ensure well being of students.
- ~~39.~~ ~~35.~~ Staff is not allowed to follow students on social media.

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~~their 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 ~~Executive 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 but unused vacation pay. If an employee is the 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 ~~the~~ Human Resources ~~Dept.~~ or the ~~Executive~~ 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 ~~ExecutiveSchool~~ Director, ~~the Human Resources Dept. 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 ~~Executive School~~ Director or designee:

1. The complainant will bring the matter to the attention of the ~~Executive 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~~their complaint to writing, indicating all known and relevant facts. The ~~Executive School~~ Director or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the ~~Executive School~~ Director, the complainant may file ~~his or her~~their 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~~their 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 ~~ExecutiveSchool~~ Director or Charter Council President (if the complaint concerns the ~~Executive 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 ~~ExecutiveSchool~~ Director (or designee) shall abide by the following process:

1. The ~~ExecutiveSchool~~ Director or designee shall use ~~his or her~~their 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 ~~ExecutiveSchool~~ Director (or designee) finds that a complaint against an employee is valid, the ~~ExecutiveSchool~~ Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the ~~ExecutiveSchool~~ Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The ~~ExecutiveSchool~~ 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

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Charter Council (if a complaint is about the ~~ExecutiveSchool~~ Director)

or the ~~Executive 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.

~~3.~~

AMENDMENT TO EMPLOYEE HANDBOOK

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.

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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 Principal or Board President.

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

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.

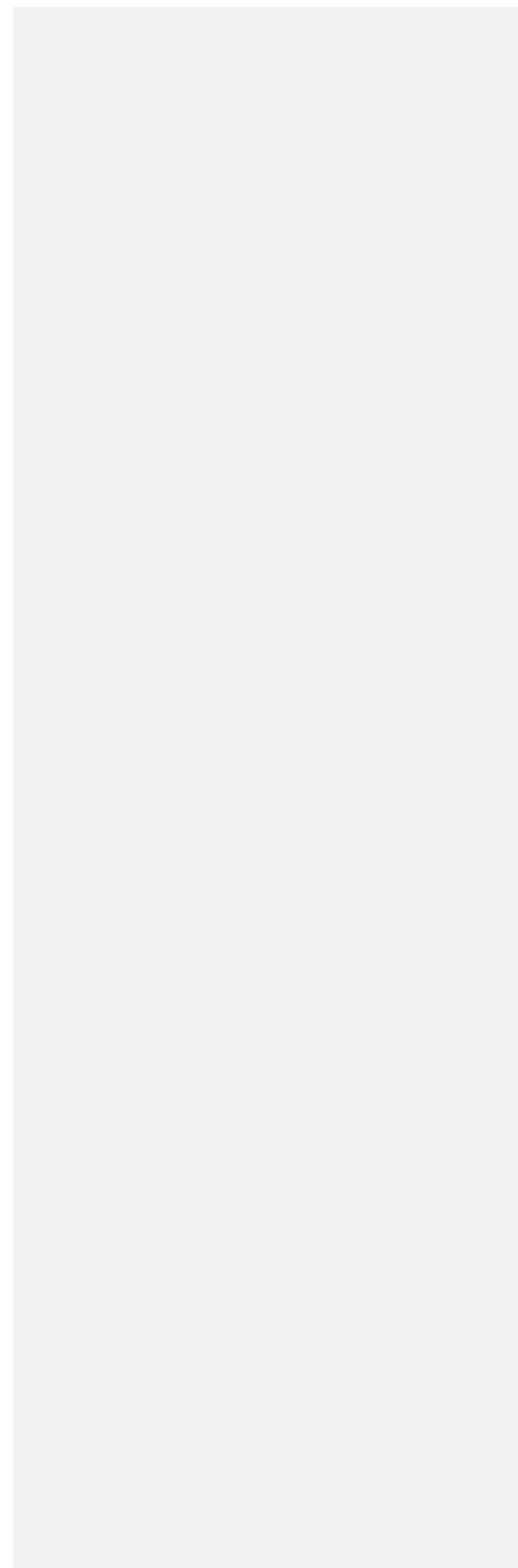
Signature of Complainant

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: _____ Date: _____

APPENDIX C

KNOW YOUR RIGHTS



California Workplace - Know Your Rights

As a worker in California, you are entitled to know and exercise your workplace and constitutional rights. Labor laws, including but not limited to standards for wages, hours, and health and safety, apply to all workers in the state *regardless of immigration status*.

It is against the law for your employer to retaliate against you for exercising your rights, including:

- Filing a complaint with the Labor Commissioner, Cal/OSHA, the Civil Rights Department, or another government agency.
- Asking about your employer's compliance with federal, state, or local law.
- Talking with others about their rights or helping them exercise their rights under federal, state, or local law.

Examples of illegal retaliation include firing you, reducing your work hours, or threatening to report you or a relative to immigration authorities because you exercised your rights.



Workplace Protections Related to Immigration Status

Your right to Notice of Immigration Inspections ([Labor Code § 90.2](#))

If your employer receives notice of an upcoming immigration agency's inspection of I-9 Employment Eligibility Verification forms or other employment records, your employer must post a notice informing workers and their union representative, if applicable, within 72 hours of receiving that notice.

Your protections against unfair immigration-related practices (*Labor Code §§ 1019-1019.2*)

Under California law, it is unlawful for employers to retaliate against you or threaten immigration-related action when you exercise your rights. An employer is prohibited from taking any of the following actions because you exercised your rights:

- Refusing to accept identification documents during the I-9 process (proof of ID and federal permission to work) that appear to be genuine.
- Using E-Verify in a way not required or authorized by law.
 - For example, using E-Verify to reverify employment eligibility for an employee when not legally required to do so or screening only specific workers rather than all workers in a workplace without a legitimate basis for doing so.
- Reporting or threatening to report you or your family to immigration authorities.
- Filing or threatening to file any false report to the police or a state or federal agency.



Your right to designate an emergency contact (*Labor Code § 1555*)

Your employer **must** allow you to provide them with emergency contact information and to indicate if you want the emergency contact to be notified if you are arrested or detained at work. If you are arrested or detained at work and your employer has knowledge of it, they **must** notify your designated emergency contact if you choose that option.



Your right to organize a union or engage in protected activity in the workplace

Most employees in California have the right to organize, join, or participate in union activities. Employees also have the right to jointly act with co-workers to address work-related issues and concerns to improve working conditions or for the purpose of collective bargaining. **This means you have the right to join with coworkers to request better working conditions or raise work-related concerns, including about wages, hours, health and safety, and other terms of employment.** You also have the right to not participate in union activities or protected activities. It is illegal for your employer to:

- Interfere with or discourage your union activity or protected activities.
- Threaten you, or retaliate or discriminate against you, because of your union support or protected activities.



Your rights when interacting with law enforcement, including immigration agents, in the workplace

California workers have certain rights and protections under the U.S. Constitution, *regardless of their immigration status*, including when law enforcement (including a federal immigration agent) approaches you. In addition, under California law, state and local law enforcement cannot assist federal agencies such as ICE with immigration enforcement in most circumstances.

Your right to be free from unreasonable searches (U.S. Constitution, 4th Amendment)

- If law enforcement, including immigration agents, ask if they can search you or your personal belongings, unless they have a judicial warrant specifically authorizing a search of your person or your personal belongings, you have the right to say no.
- If the officer conducts the search, even if you say no – remain calm, do not physically resist, and do not run.

Law enforcement can enter *public areas* without a warrant. Public areas may include a lobby, waiting room, public dining area, or parking lot of a workplace. In most circumstances, law enforcement needs a [judicial warrant](#), signed by a judge, to enter *non-public areas* of your workplace without consent. Non-public areas may include a breakroom, employee restroom, workspace, or any area marked as employees only. Administrative forms, such as an I-200 or I-205, are not a judicial warrant.

In California, your employer is prohibited from providing voluntary consent to an immigration enforcement agent to enter *non-public* areas of the workplace. Without a judicial warrant, your employer must refuse entry to immigration enforcement to *non-public* areas of the workplace.

More detailed information can be found in the DOJ's and LCO's joint [Immigrant Worker Protection Act FAQ](https://oag.ca.gov/system/files/media/ab450-faqs.pdf) (<https://oag.ca.gov/system/files/media/ab450-faqs.pdf>).

Your right to be free from unreasonable seizures (U.S. Constitution, 4th Amendment)

- You are protected against unreasonable seizures, which includes detaining or arresting you.
- Law enforcement must have a reasonable suspicion of wrongdoing before they can stop and question or search you. You can ask "Am I being detained?" or "Am I free to leave?" If the officer says that you are not being detained or you are free to leave, then you can walk away calmly.
- An arrest requires probable cause and occurs when a person is taken into custody by law enforcement officers.
- Law enforcement agents do not need a judge-signed warrant to arrest someone in public.
- You have the right to speak to a lawyer if you are arrested. You may be pressured to sign documents. You do not have to sign anything without speaking to an attorney.



Your right to remain silent (*U.S. Constitution, 5th Amendment*)

- Anything you say to law enforcement officers can be used against you in court.
- You have the right to remain silent, even if you are asked about your immigration status.
- If you wish to remain silent, clearly state so, request to speak with an attorney and then remain silent.
- Do not provide false information, false identification, or false documents to an officer. Providing false documents is a federal offense and may carry severe immigration consequences for noncitizens.



Your right to record interactions with law enforcement in public spaces under the 1st Amendment

The public has the right to observe and record officers and government officials carrying out their duties in public. If you choose to record, you should stand a safe distance away and do not interfere with the officer's actions. Physical obstruction or verbal escalation can put your safety at risk and may lead to criminal charges.

Access to legal representation

If you are arrested, you have the right to an attorney. If you cannot afford an attorney, you can get a government-appointed attorney to represent you in a criminal case.

However, if you are arrested by U.S. Immigration and Customs Enforcement (ICE) or U.S. Customs and Border Protection (CBP), which includes Border Patrol, for civil immigration violations, you have the right to consult with a lawyer, but the government is not required to provide a lawyer for you. If you are arrested by ICE or CBP, you may invoke your right to speak with an attorney before saying or signing anything. You may also ask to speak to your consulate who may provide assistance.



Workers' Compensation

You have the right to workers' compensation benefits if you are injured or become ill because of your job. The benefits provide you with medical care for your injury/illness, partially replace the wages you lose while you are recovering, and help you return to work. For additional information, visit www.dir.ca.gov/dwc/ or call 1-800-736-7401.



Who can I contact if I believe my rights have been violated?

If you believe your rights have been violated, below is a list of government agencies where you can seek assistance:

California Department of Industrial Relations (DIR):

California Labor Commissioner's Office (LCO)
Information: (833) LCO-INFO (833-526-4636)
Immigration helpline: (855) 526-7775
www.dir.ca.gov/dlse/

California Division of Occupational Safety and Health (Cal/OSHA)
(833) 579-0927
<https://www.dir.ca.gov/dosh/>

California Division of Workers Compensation (DWC)
(800) 736-7401
dir.ca.gov/dwc/

Other California Agencies:

California Attorney General (AG)
(800) 952-5225
www.oag.ca.gov

California Civil Rights Department (CRD)
(800) 884-1684
calcivilrights.ca.gov/

California Agricultural Employees
Agricultural Labor Relations Board (ALRB)
(800) 449-3699
www.alrb.ca.gov

California Public Sector Employees
and Transportation Network Company Drivers
Public Employment Relations Board (PERB)
(916) 322-3198
perb.ca.gov

Federal Agencies:

Private Sector Employees
National Labor Relations Board (NLRB):
(844) 762-6572
www.nlrb.gov

Federal Employees
U.S. Federal Labor Relations
Authority (FLRA):
(771) 444-5801
<https://www.flra.gov/>

Railway and Airline Employees
National Mediation Board (NMB):
(202) 692-5000
https://nmb.gov/NMB_Application/

Non-Governmental Organizations:

You may also contact a nonprofit legal or community-based organization for assistance. For a list of organizations that partner with state agencies to help workers to understand their rights, scan the QR code to the right, or visit www.dir.ca.gov/dlse/Nonprofit-Legal-and-Community-Based-Organizations-Serving-Workers.html.



Proposition 28: Arts and Music in Schools Funding

Annual Report

Fiscal Year 2025-26

Name:

County-District-School (CDS) Code:

Allocation Years: 2023–24, 2024–25, 2025–26

1. Narrative description of the Proposition 28 arts education programs funded (2500 character limit).

NCSA's Plan: To create a spending plan for integrating Proposition 28 (Prop 28) Arts and Music grant funding from the California Department of Education (CDE) into Nevada City School of the Arts (NCSA) charter schools art and music program, we currently allocate resources strategically to maximize impact while aligning with the goals of the grant. The CDE has allocated \$76,517 to NCSA for the 2025/26 school year. Spending plan includes: Personnel Expenses: Salaries: NCSA will allocate all of the grant funding to cover the salary of our existing full-time music teacher. We utilize our general fund to pay for the benefits of the full-time music teacher and the full-time art teacher, in addition to three other part-time art teachers. We provide an extensive art and music program utilizing other sources of funding like the one-time Arts & Music Discretionary grant, unrestricted lottery funding, fundraising, and general state funding for a comprehensive arts education.

2. Number of full-time equivalent teachers (certificated) providing arts education programs with Arts and Music in Schools (AMS) funds

3. Number of full-time equivalent personnel (classified) providing arts education programs with AMS funds

4. Number of full-time equivalent teaching aides providing arts education programs with AMS funds

5. Number of students served with AMS funds

6. Number of school sites providing arts education programs with AMS funds

Date of Approval by Governing Board/Body

Annual Report Data URL (direct PDF link to document on local educational agency website)

2025-26 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

Nevada City School of the Arts

Final Expenditures through: June 30, 2025
For Resource 1400 Education Protection Account

Description	Function Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	1,980,524.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		1,980,524.00
EXPENDITURES AND OTHER FINANCING USES		
(Function 1000-7999)		
Instruction	1000-1999	1,980,524.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		1,980,524.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

TEACHER CONSENT FORM

Pursuant to the Education Code, written documentation is required from the district obtaining the teacher's consent prior to making assignment(s) outside of the teacher's current credential authorization.

District Name: Nevada City School of the Arts School Site: same

Name of School Site Administrator: Holly Pettitt

Teacher Name: Karly George

Teaching Credential Held: Single Subject

Assignment: 5th grade Self Contained Grade Level: 5th

Date of Assignment: Beginning Date: 8/19/26 Ending Date: 6/11/27

Limited Assignment Permit

- ☐ General Education Multiple or Single subject (GELAP) _____
(Subject Area)
- ☐ Special Education (SELAP) _____
(Area of Specialization)

General Education Local Assignment Options

- | | | | |
|--|------------|---|------------|
| ☐ EC 44256 (b) | Grade K-8 | ☐ EC 44258.2 | Grade 5-8 |
| ☐ EC 44258.3 | Grade K-12 | ☐ EC 44258.7 (c) (d) | Grade K-12 |
| ☒ EC 44263 | Grade K-12 | ☐ EC 44865 | Grade K-12 |

Other Local Teaching Assignment Options

- ☐ EC or Title 5: _____

I, Karly George mutually consent to this assignment.

Karly George 9/16/2026
Teacher's Signature Date Signed

Commonly used Education Codes

EC 44256 (b) The governing board of a school district by resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent.

EC 44258.2 The holder of a single subject teaching credential or a standard secondary teaching credential may, with his or her consent, be assigned by action of the governing board to teach classes in grades 5 to 8, inclusive, in a middle school, if he or she has a minimum of 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in the subject to which he or she is assigned.

EC 44263 A teacher licensed pursuant to the provisions of this article may be assigned, with his or her consent, to teach a single subject class in which he or she has 18 semester hours of coursework or nine semester hours of upper division or graduate coursework or a multiple subject class if he or she holds at least 60 semester hours equally distributed among the 10 areas of a diversified major set forth in Section 44314. A three-semester-unit variance in any of the required 10 areas may be allowed. The governing board of the school district by resolution shall provide specific authorization for the assignment. The authorization of the governing board shall remain valid for one year and may be renewed annually.

EC 44258.3 (a) The governing board of a school district may assign the holder of a credential, other than an emergency permit, to teach any subjects in departmentalized classes in kindergarten or any of grades 1 to 12, inclusive, provided that the governing board verifies, prior to making the assignment, that the teacher has adequate knowledge of each subject to be taught and the teacher consents to that assignment.

EC 44258.7 (c) & (d)

(c) A teacher employed on a full-time basis who teaches kindergarten or any of grades 1 to 12, inclusive, and who has special skills and preparation outside of his or her credential authorization may, with his or her consent, be assigned to teach an elective course in the area of the special skills or preparation, provided that the assignment is first approved by a committee on assignments. For purposes of this subdivision an "elective course" is a course other than English, mathematics, science, or social studies. The membership of the committee on assignments shall include an equal number of teachers, selected by teachers, and school administrators, selected by school administrators.

(d) Assignments approved by the committee on assignments shall be for a maximum of one school year, but may be extended by action of the committee upon application by the school site administrator and the affected teacher.

EC 44865

A valid teaching credential issued by the State Board or the Commission on Teacher Credentialing, based on a bachelor's degree, student teaching, and special fitness to perform, shall be deemed qualifying for assignment as a teacher in the following assignments, provided that the assignment of a teacher to a position for which 9/6/2011 qualifications are prescribed by this section shall be made only with the consent of the teacher:

- (a) Home teacher
- (b) Classes organized primarily for adults
- (c) Hospital classes
- (d) Necessary small high schools
- (e) Continuation schools
- (f) Alternative schools
- (g) Opportunity schools
- (h) Juvenile court schools
- (i) County community school
- (j) District community day schools
- (k) Independent study

Instruction of subject areas for which no credential exists (non-CTE):

Title V 80005(b) The holder of a teaching credential based on a baccalaureate degree and a teacher preparation program, including student teaching or the equivalent, may be assigned, with his or her consent, to teach subject-matter classes which do not fall within or are not directly related to the broad subject areas listed in (a) if the employing agency has determined the teacher has the requisite knowledge and skills. Verification of this decision must be kept on file in the office of the employing agency for purposes of the monitoring of certificated assignments pursuant to Education Code Section 44258.9(b). Such courses may include, but are not limited to, life skills, conflict management, study skills, leadership, teen skills, and study hall. Service in such assignments is limited to the grade level authorized by the teaching credential.

Service as a school site, school district, or county staff developer:

Title V 80020.4(a) & (b)-

(a) The holder of a California teaching credential based on a baccalaureate degree and a teacher preparation program, including student teaching or the equivalent, may serve as school-site, school district, and or county staff developer in grades twelve and below, including preschool, and in classes organized primarily for adults.

(b) A teacher serving as the staff developer for a specific subject must hold a credential in the subject or have his or her expertise in the subject verified and approved by the local governing board.

Service to develop, direct, implement or coordinate programs designed to improve instruction and enhance learning at a school site:

Title 5 Section 80020.4.1(a) The holder of a California teaching credential based on a baccalaureate degree and a teacher preparation program, including student teaching or the equivalent may develop, direct, implement, or coordinate programs designed to improve instruction and enhance student learning at the school site in grades twelve and below, including preschool, and in classes organized primarily for adults.



Multiple Subject Provisional Internship Permit Evaluation Worksheet

Name: Karly George Degree Major: History

Must have 40 semester units including 10 semester units of course work in each of at least four of the following subject areas or at least 10 semester units of course work in each of three of the subject areas and an additional 10 semester units in a combination of two of the remaining subject areas.

All course work must meet the following criteria:

- Must be completed at a regionally-accredited college or university
- Must be baccalaureate degree-applicable (non-remedial)
- Must be earned with a "C" grade or higher ("Pass" and "Credit" grades meet this requirement)

LANGUAGE STUDIES (Literature, Composition, Foreign Language, Language Acquisition, Speech, Linguistics, English)	Grade	Qtr	Sem	LITERATURE (American, Foreign)	Grade	Qtr	Sem
EDTE 532	A-		3				
COMM M01 (MOORPARK)	C		3				
ENGL M01A (MOORPARK)	B		4				
HISTORY	SOCIAL SCIENCE (History, Government, Geography, Economics, Political Science, Sociology, Anthropology, Psychology)						
HIST 290 (CHICO)	B		3	ECON 103 (CHICO)	C		3
HIST 341 (CHICO)	B		3	GEOG 303 (CHICO)	A-		3
HIST 10 (BUTTE COLLEGE)	B		3	ECON 3 (VENTURA)	C		3
HIST M01A (MOORPARK)	C		3	SOC M01 (MOORPARK)	C		3
MATHEMATICS	SCIENCE (Biology, Chemistry, Physics, Geosciences)						
MATH 124 (BUTTE COLLEGE)	A		5				
MATH 18 (BUTTE COLLEGE)	A		3				
MATH 01 (MOORPARK)	C		5				
HUMANITIES (Art, Music, Dance, Classics, Comparative Arts, Comparative Literature, Ethics, Logic, Philosophy, Foreign Languages, Ethnic Studies, Linguistics)	VISUAL/PERFORMING ARTS (Art, Music, Dance, Aesthetics, Criticism, Drama, Production)						
HUM M10A (MOORPARK)	B		3				
PHIL M01 (MOORPARK)	A		3	FILM M51 (MOORPARK)	B		3
PHIL M02 (MOORPARK)	A		3				
ART M20 (MOORPARK)	A		3				
PHYSICAL EDUCATION (Physical Fitness and/or Movement Skills, Recreation, Sports)	HUMAN DEVELOPMENT (Intellectual, Social, Physical, Emotional and/or Moral Development During Childhood and Adolescence, Health Science, Nutrition, Psychology)						
ICA M21A (MOORPARK)	A		4	PSSC 390 (CHICO)	B		3
				EDTE 580	A		3
				EDTE 461	A		3
				HED M01 (MOORPARK)	B		2
				EDTE 580 (CHICO)	A		3

Director Search - Search Process & Roles

Who handles what: school/HR support vs. the Search Committee vs. the Board/Council

School / HR Support

Posting and Recruitment

- Prepare the final recruitment posting following Board approval
- Post the position on the sites and organizations identified by the Search Committee
- Distribute the posting through appropriate school and professional networks
- Maintain posting dates and deadlines
- Handle routine applicant questions regarding the application process
- Distribute, collect, and tally a full survey to staff and a short questionnaire to parents to help inform the candidate profile and posting
- Streamline initial screening to allow for faster vetting and removal of unqualified candidates from consideration

Recommended by the Search Committee; needs Board approval before being added to the process.

Applications

- Receive and organize all applications
- Confirm required application materials have been submitted
- Maintain a master applicant list
- Perform an initial administrative review for required qualifications and credentials
- Prepare complete candidate packets for Search Committee review
- Maintain confidentiality of applicant information

Committee Support

- Provide application materials to committee members securely
- Assist with meeting scheduling and logistics
- Prepare or assist with properly posting Search Committee agendas
- Maintain committee records and minutes as required
- Coordinate interview schedules with candidates
- Notify candidates regarding interview times and the process

Interview Process

- Arrange interview location and logistics
- Prepare candidate packets and evaluation forms
- Coordinate communications with candidates
- Collect any additional documentation requested by the committee

Finalists / Due Diligence

- Verify credentials and employment information as appropriate
- Coordinate reference checks as directed
- Coordinate any required background or administrative review
- Assist with finalist scheduling
- Maintain documentation associated with the search

Hiring

- Assist the Board with compensation and employment information
- Prepare employment documentation following Board direction and approval
- Coordinate required onboarding, background checks, credentialing, and other employment requirements

Search Committee Responsibilities

- Define the desired candidate profile
- Review and recommend changes to the job description
- Establish recruitment priorities
- Establish screening and evaluation criteria
- Review qualified applicants
- Select candidates to interview
- Conduct interviews
- Evaluate candidates
- Recommend finalists to the Board
- Report the committee's work and recommendations to the full Board

Board / Charter Governance Council Responsibilities

- Approve the Executive Director job description, final recruitment posting, and salary range
- Receive and consider the Search Committee's recommended finalists
- Conduct any additional Board-level review or interviews it chooses before extending an offer
- Approve compensation and make the final hiring decision
- Hold the Executive Director accountable following hire

Nevada City School of the Arts — Executive Director Job Posting

Nevada City School of the Arts is seeking an experienced, mission driven leader to serve as its next Executive Director.

Review key - **green** = added, changed, or moved through our discussion **blue** = additional detail added to already-established sections **yellow** = not yet decided - needs a final answer before this can be posted

About NCSA

Nevada City School of the Arts is a tuition-free public charter school in California, providing students, families, and staff with an arts based choice for elementary education. NCSA fosters academic, artistic, and social emotional achievement, serves as a collaborator and contributor to the greater community, and is committed to safe, respectful, and equitable conditions for learning and working for everyone in our community.

NCSA is located in Nevada City in the Sierra Nevada foothills, a small, arts rich community with a strong sense of place and civic involvement.

Enrollment and grades served: TK-8, 517 students

Staff: 108

The Position

The NCSA Board of Directors, Charter Governance Council, is seeking a highly qualified and dedicated Executive Director to lead Nevada City School of the Arts and advance its mission and vision.

The Executive Director serves as NCSA's chief executive and provides strategic, instructional, organizational, fiscal, personnel, and facilities leadership. The position is responsible for supporting academic excellence, arts integration, student well being, an inclusive and collaborative school culture, and the continued growth and success of NCSA.

The role also includes executive oversight and long term stewardship of NCSA's school owned campus and facilities, including facilities planning, deferred maintenance, capital improvements, and major projects.

The Leader We Are Looking For

NCSA is seeking an experienced educational and organizational leader who understands the unique character of an arts integrated charter school and can provide strong leadership while preserving and strengthening the qualities that make NCSA special.

The successful candidate will demonstrate:

- A strong commitment to NCSA's mission, vision, and arts integrated educational philosophy.
- A successful record of educational and organizational leadership.
- Experience leading teachers, administrators, classified employees, and other professionals in a school setting.

- Strong instructional leadership and a commitment to academic, artistic, and social emotional achievement.
- Strong financial management skills, including budgeting, forecasting, resource allocation, and long term planning.
- The ability to lead a complex organization, establish priorities, delegate effectively, develop strong teams, and follow through.
- Experience overseeing complex facilities, long term facilities planning, deferred maintenance, capital improvements, or comparable organizational assets.
- The ability to navigate difficult issues, manage competing priorities, build consensus, and lead an organization through change.
- Strong communication and interpersonal skills and the ability to build relationships with students, staff, families, the Board, and the broader community.
- Integrity, sound judgment, humility, curiosity, collaboration, and a commitment to continued professional growth.

Board and Governance Relationship

The Executive Director reports to the Charter Governance Council and is expected to understand and respect the distinction between Board governance and Executive Director management.

The successful candidate will be comfortable operating independently within authority delegated by the Board while communicating openly and proactively and providing clear, timely information necessary for effective Board oversight.

NCSA's Board operates under the Carver Model of Governance, also known as Policy Governance, in which the Board establishes organizational Ends and Executive Limitations, monitors organizational performance, and speaks with one voice, while delegating authority to the Executive Director to manage operations within those established boundaries.

Why NCSA

NCSA is sponsored by the Nevada County Board of Education. Beyond the school itself, Nevada County is a wonderful place to call home - year-round outdoor and community activities, and a vibrant, deeply rooted arts and cultural scene.

- Lead a school with more than 30 years of history. NCSA was founded in 1994 on a vision of putting arts and music at the heart of education, a vision that continues to define the school today.
- Build on a strong foundation while helping shape what comes next. NCSA has grown from a small program in a church into a thriving TK-8 school with strong, consistent enrollment and waitlists in every grade.
- Steward a truly unique, school owned campus at Bitney Springs. NCSA's campus includes multiple buildings and extensive grounds. Years of investment have improved the property, while its size and character create exciting possibilities for its future.
- Lead a dedicated and creative staff. Work alongside passionate educators, artists, and professionals while fostering a culture of collaboration, trust, and shared purpose.

- Join a community that knows how to rally around its school. NCSA's history reflects significant involvement from families, educators, artists, donors, and community partners, from creating the school itself to renovating its theater and ultimately securing a permanent home.
- Have the opportunity to think big. With an established school, a unique campus, a strong identity, and decades of history, the next Executive Director can focus not only on today's needs, but also on long term vision, sustainability, facilities, programming, and organizational growth.
- Become a steward of something the community has spent decades building. The next Executive Director has an opportunity to carry that legacy forward while helping define what NCSA becomes next.

Desired Experience and Qualifications

Candidates must hold a valid Clear California School Administrator Credential and a Master's Degree or higher. NCSA also seeks candidates who bring:

- Teaching experience
- Significant experience with curriculum, instruction, assessment, personnel management, school finance, strategic planning, and organizational leadership
- Demonstrated ability to work effectively with students, families, employees, Board members, and community members from diverse backgrounds and perspectives

A complete Executive Director job description, with the full scope of responsibilities, experience, and qualifications, is available upon request.

Compensation and Contract

Starting Salary Range: [To be set and approved by the Board]

Application Process

Interested candidates should submit:

- Completed application
- Letter describing their interest in and qualifications for the Executive Director position
- Current resume
- References/letters of recommendation

Application Deadline: Committee-recommended April 1, 2027 - Board to establish

Submit Applications To: Sarah Whittaker and EdJoin

Applicant information will be handled confidentially to the extent permitted by law.

Selection Process

The Search Committee will review applicants using the qualifications and criteria established for the search, conduct interviews, and recommend finalists to the Board.

The final selection of the Executive Director and approval of compensation rests with the NCSA Board of Directors.

This draft reflects the Executive Director recruitment posting recommended and revised by the Search Committee on September 17. Before the posting can go out, the Board needs to approve the final posting and the starting salary range at its meeting on September 24.

Recommended and revised by the Search Committee: Why NCSA, desired candidate characteristics, qualifications, application requirements, recruitment timeline, and final posting language.

Needed from the Board before the ad can post: Approval of the final recruitment posting as recommended, and approval of the starting salary range.

Complete Executive Director job description: Will be addressed at the Search Committee's next meeting on October 20. This does not need to be finalized before the Board approves the posting and salary range.

Salary vs. step salary structure: The Search Committee will develop a recommendation at its October 20 meeting, following the same recommend-only process used for this posting. The Board will consider that recommendation for approval at its meeting on October 29.