



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.



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 vendors 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 or 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 a 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