

**THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attn: Chelsea Marx, Esq.

APN(s): 140-28-112-0001

(Above Space for Recorder's Use Only)

SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT (“**Agreement**”) is dated as of this [**] day of June, 2023, by and among RED HOOK SNTHS LLC, a Delaware limited liability company, whose address is c/o Red Hook Capital Partners IV LLC, 2120 E. Grand Avenue, Suite 135, El Segundo, California 90245, Attention: Craig Underwood (“**Lessor**”), SOUTHERN NEVADA TRADES HIGH SCHOOL, a Nevada non-profit corporation, whose address is 1580 N. Bledsoe Ln., Las Vegas, Nevada 89110, Attention: [*_____] (“**Lessee**”), and ZIONS BANCORPORATION, N.A. dba Vectra Bank Colorado, whose address is 7222 E. Layton Avenue, Denver, Colorado 80237 (“**Bank**”).

RECITALS

A. Lessor is the owner of certain land located in Clark County, Nevada and as more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the “**Land**”). As used herein, the term “**Property**” shall refer to the Land together with all improvements located thereon.

B. On or around the date hereof, Bank has made a loan to Lessor (the “**Loan**”), which Loan is secured by, among other things, that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (“**Deed of Trust**”), which Deed of Trust encumbers the Property, and by an Assignment of Leases and Rents of even date herewith (“**Assignment of Leases**”), pursuant to which Lessor has granted, sold and assigned to Bank all of Lessor’s right, title and interest as lessor in and to any and all leases of the Property and any renewal or extension thereof upon the terms and conditions set forth in the Assignment of Leases.

C. Lessee and Lessor's predecessor in-interest, Red Hook Capital Partners IV LLC, a Delaware limited liability company, entered into that certain Lease Agreement dated as of June 27, 2022 (the "**Lease**"), pursuant to which Lessor has leased to Lessee the Property for the operation of Southern Nevada Trades High School (the "**School**").

NOW, THEREFORE, in consideration of the foregoing recitals, which are, by this reference, incorporated herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. SUBORDINATION. The Deed of Trust, the Assignment of Leases and all other documents executed by Lessor in connection therewith, and all supplements, amendments, and modifications thereto and all renewals, replacements or extensions thereof (including, without limitation, the terms of such documents), hereby are made and shall unconditionally be and remain at all times a lien or charge on the Property prior and superior to the Lease, to the leasehold estates created thereby and to all rights and privileges of Lessee thereunder, including all rights of first refusal and purchase options (if any). The Lease, the leasehold estates created thereby, together with all rights and privileges of Lessee thereunder, including all rights of first refusal and purchase options, are hereby unconditionally subjected, and made subordinate, to the lien or charge of the Deed of Trust and the Assignment of Leases in favor of Bank. Lessee declares, agrees and acknowledges that in making advances or disbursements of the Loan, Bank is under no obligation or duty to, nor has Bank represented that it will see to the application of such proceeds by the person or persons to whom Bank advances or disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part. Without limiting the foregoing, Lessee acknowledges and agrees that Bank's exercise of any rights or remedies under the Loan Documents (as defined in the Loan Agreement (as defined below)), including, without limitation, any foreclosure or deed in lieu of foreclosure, will not trigger any purchase right or purchase option of Lessee under the Lease, nor will any such purchase right or purchase option preclude Bank's exercise any right or remedy under the Loan Documents.

2. NONDISTURBANCE. So long as Lessee is not in default in performance of the terms, provisions and conditions contained in the Lease and in this Agreement:

2.1 Lessee shall not be named or joined in any foreclosure, receivership, trustee's sale or other proceeding to enforce the Deed of Trust or the Assignment of Leases unless such joinder be required by law in order to perfect such foreclosure, receivership, trustee's sale or other proceeding;

2.2 Enforcement of the Deed of Trust or the Assignment of Leases shall not terminate the Lease or disturb Lessee in the possession and use of the Property; and

2.3 The leasehold estate granted by the Lease shall not be affected in any manner by any foreclosure, receivership, trustee's sale or other proceeding instituted or action taken under or in connection with the Deed of Trust or the Assignment of Leases or in case Bank takes possession of the Property pursuant to any provision of the Deed of Trust or the Assignment of Leases (collectively, the "**Transfer**"), except that a transferee (including but not limited to Bank) of the interest of Lessor as a result of such foreclosure, trustee's sale or other proceeding

and such transferee's successors and assigns (such transferee, its successors and assigns, including, but not limited to, Bank, being hereinafter referred to as "**Purchaser**") shall not:

(a) be liable for any damages or other relief attributable to any act or omission of any prior landlord (including, without limitation, Lessor) under the Lease;

(b) be liable for any damages or other relief attributable to any latent or patent defects in construction with respect to the Property;

(c) be liable for any consequential damages attributable to any act or omission of Lessor;

(d) be subject to any offsets or defenses not specifically provided for in the Lease and which Lessee may have against any prior landlord under the Lease;

(e) be bound by any prepayment by Lessee of more than one month's installment of rent or for any security deposit not actually delivered to Purchaser, or by any modification of or amendment to the Lease, or by any assignment of the Lease, unless such prepayment, amendment, modification or assignment shall have been approved in writing by Bank or by any subsequent beneficiary under the Deed of Trust;

(f) be obligated to complete or install any Lessee improvements at the Property or be bound by or otherwise be obligated to pay or perform any obligation of the Lessor to provide any monetary payments or concessions to Lessee relating to Lessee's moving costs, Lessee's brokerage commissions, or other Lessee concessions (including without limitation free or reduced rent) to be provided to Lessee by Lessor as an inducement to enter into the Lease;

(g) be bound by any provision of the Lease permitting Lessee to cancel the Lease other than for reason of a material default by Lessor under the Lease which remains uncured after notice and opportunity to cure to Bank, or requiring return of any additional rent, advance rent or decorating allowances, or interest thereon, or by any provision granting Lessee any option to purchase the Property, or any right of first refusal upon any sale of the Property;

(h) be obligated to perform any duties as landlord under the Lease which accrue prior to Purchaser's acquisition of the interest of Lessor in the Property, or after Purchaser no longer holds such interest in the Property; or

(i) be obligated or liable with respect to any representations, warranties or indemnities contained in the Lease.

Nothing herein shall be construed as a waiver of any contractual claim that Lessee may have against Lessor, or as a release of Lessor from liability to Lessee, on account of the non-performance of any obligation of Lessor under the Lease which is not binding upon or is not required to be paid or performed by Purchaser pursuant to the foregoing provisions of this Section 2.3.

3. ATTORNMENT. If the interest of Lessor under the Lease shall be transferred by reason of any foreclosure, trustee's sale or other proceeding for enforcement of the Deed of Trust or by deed in lieu thereof, and if Lessee is not in default under the Lease, Purchaser shall be bound to Lessee and Lessee shall be bound to Purchaser, under all of the terms, covenants and conditions of the Lease (except as provided in Section 2 hereof) for the balance of the term thereof, and any extensions or renewals thereof that may be effected in accordance with any option therefore in the Lease, with the same force and effect as if Purchaser were the original landlord under the Lease. Lessee does hereby agree to attorn to Purchaser, as the landlord under the Lease, said attornment to be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease (Lessee will execute any additional documentation evidencing such attornment as requested by Purchaser).

4. ESTOPPEL. Lessee represents, warrants and certifies to Bank that:

(a) Lessee is the holder of the leasehold interest under the Lease. The Lease has not been modified, changed, altered or amended in any respect except as may be described above. The Lease sets forth the entire understanding between Lessee and Lessor with respect to the general subject matter thereof and supersedes all prior negotiations, understandings and agreements with respect thereto.

(b) To the best of Lessee's knowledge, no condition exists or event has occurred which presently constitutes, or with the giving of notice or the lapse of time or both could constitute, an event of default under the terms of the Lease. Except as set forth in the Lease, Lessee is not presently entitled to any lien, credit, offset or reduction in rent.

(c) There are no actions or proceedings, whether voluntary or otherwise, pending or threatened against Lessee under the bankruptcy laws of the United States or under any other laws providing relief to debtors.

(d) Lessee ratifies the Lease in all respects.

(e) Lessee has not assigned the Lease or sublet the Property.

(f) No rent under the Lease has been paid more than one month in advance of its due date.

(g) As of this date, Lessee has no charge, lien or claim of offset under the Lease, or otherwise, against the rents or other charges due or to become due thereunder.

5. DEFAULT UNDER LEASE. In the event Lessor defaults under the Lease:

5.1 Lessee shall give Bank thirty (30) days written notice of such default and shall grant Bank a reasonable time after it gives such notice to cure or undertake the elimination of such default if Bank shall elect to so act, provided that Bank shall have no obligation to effect a cure of any default of Lessor; and

5.2 Lessee agrees not to terminate the Lease by reason of any default committed by Lessor, so long as Bank shall, within thirty days after notice of such default, commence and

diligently prosecute foreclosure proceedings under its Deed of Trust (including foreclosure by trustee's sale or acceptance of deed in lieu of foreclosure), provided that such 30-day period shall be suspended during the pendency of any writ, order or injunction of any court, or the automatic stay of proceedings imposed by Federal bankruptcy law, which effectively prevents Bank from commencing or prosecuting such foreclosure proceedings.

6. DEFAULT BY LESSOR. In the event of a default by Lessor in its performance of the terms, provisions and conditions of the Loan Documents, and without limiting any rights and remedies of Bank under the Loan Documents, or at law or in equity, Lessor hereby directs Lessee to pay to Bank, and Lessee hereby agrees to pay to Bank, all rents and other charges due under the Lease, upon Lessee's receipt of written notice from Bank that Lessor is in default under the terms of the Loan Documents. Lessor hereby authorizes Lessee to accept such direction from Bank and waives all claims against Lessee for any sums so paid at Bank's direction. Such payment of rents and other charges by Lessee to Bank by reason of the assignment of rents made by Lessor to Bank and Lessor's default shall continue until the first to occur of the following:

- (a) no further rent or other charge is due or payable under the Lease;
- (b) Bank gives Lessee notice that the default of Lessor under the Loan Documents has been cured and instructs Lessee that the rents and other charges shall thereafter be payable to Lessor; and
- (c) a transfer of the Property occurs and Bank gives Lessee notice of such transfer. Purchaser shall thereupon succeed to the interest of Lessor under the Lease as provided in Sections 2 and 3 above, after which time the rents and other benefits of Lessor under the Lease shall be payable to the Purchaser as the owner of the Property and the successor to Lessor under the Lease.

7. LESSEE LIABILITY AFTER ASSIGNMENT.

7.1 Lessee agrees that if Lessee assigns or sublets the Property, the entity to which Lessee so assigns or sublets shall not be entitled to the benefits of Sections 2 and 3 of this Agreement unless as of the date of such assignment or subletting the entity shall be in an equal or superior financial condition as the Lessee named in this Agreement; and

7.2 Lessee, notwithstanding the assignment of Lessee's interest in the Lease, shall remain obligated for all of the Lessee's duties and obligations under the Lease for the remaining term of the Lease. Any assignee's assumption of the Lease shall be subject and subordinate to the duties and obligations of Lessee as stated herein and in the terms and conditions of this Agreement.

8. ACKNOWLEDGMENT AND AGREEMENT BY LESSOR. Lessor, as landlord under the Lease and mortgagor or trustor under the Deed of Trust, acknowledges and agrees for itself and its heirs, successors and assigns, that this Agreement does not: (a) constitute a waiver by Bank of any of its rights under the Deed of Trust or the Assignment of Leases; and/or (b) in any way release Lessor from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Deed of Trust or the Assignment of Leases. Furthermore, the provisions of the Deed of Trust and the Assignment of Leases remain in full force and effect

and must be complied with by Lessor; and, in the event of a default under the Deed of Trust or the Assignment of Leases, Lessee shall pay all rent and all other sums due under the Lease to Bank as and to the extent provided in this Agreement.

9. NO MERGER. Lessor, Lessee, and Bank agree that unless Bank shall otherwise consent in writing, Lessor's estate in and to the Property and the leasehold estate created by the Lease shall not merge but shall remain separate and distinct, notwithstanding the union of said estates either in Lessor or Lessee or any third party by purchase, assignment or otherwise.

10. LIMITED LIABILITY. Anything herein or in the Lease to the contrary notwithstanding, in the event that any Purchaser shall acquire title to the Property, Purchaser shall have no obligation, nor incur any liability, beyond the then interest, if any, of Purchaser in the Property and Lessee shall look exclusively to such interest of Purchaser, if any, in the Property for the payment and discharge of any obligations imposed upon Purchaser hereunder or under the Lease, and Purchaser is hereby released and relieved of any other liability hereunder and under the Lease. As regards such Purchaser, Lessee shall look solely to the estate or interest owned by Purchaser in the Property and Lessee will not collect or attempt to collect any such judgment out of any other assets of Purchaser. By executing this Agreement, Lessor specifically acknowledges and agrees that nothing contained in this Section 10 shall impair, limit, affect, lessen abrogate or otherwise modify the obligations of Lessor to Lessee under the Lease.

11. SOLE AGREEMENT. This Agreement shall be the whole and only agreement with regard to the subject matter hereof, and shall supersede and cancel any prior agreements as to such subject matter.

12. MODIFICATIONS; SUCCESSORS. Neither this Agreement nor any term or provision hereof may be changed, discharged or terminated orally but only by an instrument in writing signed by the party against which enforcement of the change, discharge or termination is sought. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13. GOVERNING LAW. This Agreement is to be governed according to the laws of the State of Colorado, without giving effect to principles of conflict of laws.

14. NOTICES. Any notice required or permitted to be given by or under this Agreement shall be in writing and will be deemed given (a) upon personal delivery or upon confirmed transmission by e-mail, (b) on the first business day after receipted delivery to a courier service which guarantees next business-day delivery, or (c) on the third business day after mailing, by registered or certified United States mail, postage prepaid, in any case to the appropriate party at its address set forth below:

If to Lessor:	Red Hook SNTHS LLC c/o Red Hook Capital Partners LLC 210 E. Grand Avenue, Suite 135 El Segundo, California 900245 Attn: Craig Underwood Email: cunderwood@redhookcap.com
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With a copy to: Seyfarth Shaw LLP
601 S. Figueroa Street, #3300
Los Angeles, California 90017
Attn: Alex S. Johnson, Esq.
Email: asjohnson@seyfarth.com

If to Lessee: Southern Nevada Trades High School
1580 N. Bledsoe Ln.
Las Vegas, Nevada 89110
Attn: [* _____]
Email: [* _____]

With a copy to: Shumway Van, LLC
8985 South Eastern Avenue, Suite 100
Las Vegas, Nevada 89123
Attn: Michael C. Van, Esq.
Email: michael@shumwayvan.com

If to Bank: Zions Bancorporation, N.A. dba Vectra Bank Colorado
7222 E. Layton Avenue
Denver, Colorado 80237
Attn: Conrad Freeman, Senior Vice President
Email: conrad.freeman@vectrabank.com

With a copy to: Otten Johnson Robinson Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Chelsea Marx, Esq.
Email: cmarx@ottenjohnson.com

Any person may change such person's address for notices or copies of notices by giving notice to the other party in accordance with this section.

15. MISCELLANEOUS.

15.1 In the event of any conflict between the provisions of the Lease and the provisions of this Agreement, the provisions of this Agreement shall control; and

15.2 If any term or provision of this Agreement or any application thereof shall be invalid, the remainder of this Agreement and any other application such term or provision shall not be affected.

15.3 All rights and remedies of Bank are cumulative, and no right or remedy shall be exclusive of any other right or remedy. No single, partial or delayed exercise by Bank of any right or remedy shall preclude full and timely exercise at any time of any right or remedy of Bank. No course of dealing or other conduct, oral agreement or representation, or usage of trade shall operate as a waiver of any right or remedy of Bank. No notice, attempted notice or demand of any kind prior to exercising a right or remedy on one occasion shall operate as a waiver of

Bank's right to exercise any right or remedy on any future occasion without notice or demand of any kind. No waiver of any right or remedy shall be effective unless made in writing duly executed by Bank.

16. UNLAWFUL USE, MARIJUANA, CONTROLLED SUBSTANCES AND PROHIBITED ACTIVITIES. Lessee shall not use or occupy or permit the use or occupancy of the Property in any manner that would be a violation of any applicable federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law, including without limitation any law relating to the use, sale, possession, cultivation, manufacture, distribution or marketing of any controlled substances or other contraband (whether for commercial, medical, or personal purposes) or any law relating to the use or distribution of marijuana.

17. SPECIAL COVENANTS FOR THE BENEFIT OF LESSOR AND BANK. For the benefit of Lessor and Bank, and in addition to and without limitation upon the terms of the Lease, Lessee covenants and agrees as follows:

17.1 Lessee shall conform to all requirements and shall duly perform all of its obligations under any applicable charter contract (the "**Charter**") between the Lessee and the State of Nevada (the "**Charter Authorizer**") authorizing Lessee's operation of the School at the Property, and shall maintain its existence in good standing.

17.2 Lessee shall deliver to Lessor and Bank copies of all correspondence, reports and other information given to or received by Lessee in connection with the Charter including, but not limited to, all required financial reports submitted to or by Lessee to the Charter Authorizer or Nevada State Board of Education.

17.3 Lessee shall provide Lessor and Bank with internally generated quarterly financial reports within sixty (60) days of quarter end, beginning with the statements or the quarter ending on September 30, 2023, and an unqualified audited annual financial statement within one hundred eighty (180) days of fiscal year, beginning with the fiscal year ending June 30, 2024, which annual statements must include Lessee's consolidated financials and must include separate accounting for each of Lessee's schools, including, without limitation, the School. Each annual statement shall be accompanied by a written statement from Lessee certifying there is no event of default under the Charter or the Lease. Lessee shall provide such other financial information as may be reasonably requested. Lessee shall keep complete and accurate books and records which will be made available upon reasonable request.

17.4 Lessee has not pledged, encumbered, assigned, or granted a security interest in (each of the foregoing, a "**Pledge**"), the State Payments (as defined below), any rental payments due to Lessor, or any amounts on deposit in the School Accounts (as defined below) which are allocable to the School (collectively, the "**School Collateral**"). Subject to Section 17.16, Lessee may not Pledge any of the School Collateral without Bank's prior written consent. As used in this Agreement, the "**School Accounts**" means and refers to those depository accounts in the name of Lessee into which any and all payments made by or on behalf of the State of Nevada (or other applicable governmental entity) to Lessee which are allocable to, and based upon the enrollment

of (x) the School, and/or (y) any charter school operating within the Property (collectively, the “**State Payments**”) are deposited.

17.5 Lessee shall concurrently send all notices provided to Lessor to Bank at 7222 E. Layton Avenue, Denver, Colorado 80237, Attn: Conrad Freeman.

17.6 Each year, concurrently each time Lessee’s enrollment is reported to the Charter Authorizer (and, at a minimum, four (4) times each year by not later than (i) fifteen (15) days after the commencement of the academic year for each of Lessee’s schools, (ii) January 30, (iii) April 30, and (iii) June 30 of each year), Lessor shall deliver actual enrollment and wait list figures for students at the Property to Lessor and Bank. If, subsequent to the delivery of any such figures, there is a material change in the enrollment, Lessee shall provide or caused to be provided to Bank written notice of such change, which notice shall include, without limitation, the current enrollment.

17.7 Notwithstanding anything to the contrary contained in the Lease, Lessee may not assign its interest in the Lease without Lessor's and Bank’s consent, which consent may not be unreasonably withheld, conditioned or delayed.

17.8 Lessee shall conform to all requirements of the Nevada Charter Schools Act (NRS 386.490-386.610), as amended from time to time, and other applicable law, the Nevada State Board of Education, and the Charter Authorizer, including without limitation all reporting requirements, and shall maintain its existence in good standing.

17.9 [Intentionally omitted.]

17.10 Lessee shall operate so as to achieve the enrollment and financial projections underwritten by Bank, to be tested by Bank on January 1, March 1, August 1, and December 1 of each year based on the financial reports and enrollment reports delivered to Bank pursuant to this Agreement. If Bank determines as part of any such test that (a) Lessee’s enrollment or financial performance is less than 85% of the projections underwritten by Bank, or (b) that Lessee is operating 20% or more over the budget underwritten by Bank, then Lessee will have fifteen (15) days after receiving written notice from Bank or Lessor of such issue to propose a plan to Bank for Bank’s reasonable approval to correct such issue (the “**Cure Plan**”), which Cure Plan must include a date by which such issue must be remedied in accordance with this Section, such date not to exceed forty-five (45) calendar days from the date such Cure Plan is approved by Bank (the “**Cure Date**”). If, in Bank’s reasonable determination, based on documents provided to Bank as Bank may reasonably requested, Lessee has failed to cure such issue by the Cure Date, then, if required by Bank, Lessee shall retain a consultant or a recognized charter school management company active in the State of Nevada and selected by Bank which shall provide curriculum, operating, financial or human resource consulting services reasonably required for successful operation of Lessee.

17.11 Lessee may not relocate any school located on the Property without Bank’s prior written consent. Lessee shall operate the School on the Property.

17.12 Lessee shall maintain the Property in good operating condition and will maintain insurance required under the Loan Agreement (as defined below), as applicable.

17.13 Lessee shall make its rental payments under the Lease in accordance with this Section. Prior to the next installment of base rent becoming due under the Lease after the date of this Agreement, Lessee shall authorize and direct (“**Lessee’s Instructions**”) the financial institution where the School Accounts are maintained (the “**Depository Bank**”) to transfer on or before the first of each month, by ACH payment, funds from the School Accounts in an amount equal to the sum of all past due rental payments and the current monthly rental payment under the Lease, as determined by Bank (collectively, the “**Due Rent**”), to an account maintained with Bank in the name of Lessor (the “**Lease Account**”). If such day is not a business day, Depository Bank must disburse the funds on the next succeeding business day. Bank agrees to provide Lessee with wire transfer and account information for such disbursement prior to the initial disbursement date. Lessee shall take all actions required by Bank in order to ensure that the rental payments under the Lease are timely made in this manner. Bank shall not be responsible for paying any fees, costs, compensation, charges or other amounts required to effect the transfer of funds from the School Accounts to the Lease Account by the Depository Bank. All such fees, costs, compensation, charges and other amounts shall be promptly paid by Lessor or Lessee, as applicable, as it pertains to the transfer of funds. Lessee shall not terminate, modify, or cancel Lessee’s Instructions without Bank’s prior written consent. If Lessee does so or otherwise fails to make its payments as set forth in this subsection, it will be an event of default hereunder and under the Loan Agreement dated the date of this Agreement between Bank and Lessor (the “**Loan Agreement**”) unless (a) the Due Rent is nonetheless timely deposited into the Lease Account on or before the first business day of the month (by Lessee or Lessor), and (b) Bank receives evidence that replacement instructions from Lessee to Depository Bank consistent with this Section by were reissued to Depository Bank within 30 days after such termination, modification or cancellation; provided, however, that notwithstanding the foregoing, the second time in any 12-month period that Lessee so defaults will constitute and automatic event of default hereunder and under the Loan Agreement. Upon the occurrence of an event of default under this Agreement, Bank may, in addition to any all remedies provided for in this Agreement or in the Loan Documents, without demand or notice, pursue and all legal and/or equitable remedies.

17.14 [Intentionally omitted.]

17.15 All State Payments will be deposited into the School Accounts.

17.16 Lessee may not incur any indebtedness other than trade payables in the ordinary course if such indebtedness is secured by all or any portion of the School Collateral without the written consent of Lessor and Bank, such consent not to be unreasonably withheld.

17.17 [Intentionally omitted.]

18. DISPUTE RESOLUTION. THIS SECTION CONTAINS A JURY WAIVER, A CLASS ACTION WAIVER, AND AN ARBITRATION CLAUSE (OR JUDICIAL REFERENCE AGREEMENT, AS APPLICABLE), SET OUT IN FOUR SECTIONS. READ IT CAREFULLY.

(a) **GENERAL PROVISIONS GOVERNING ALL DISPUTES.**

PRIOR DISPUTE RESOLUTION AGREEMENTS SUPERSEDED. This Section shall supersede and replace any prior “Jury Waiver,” “Judicial Reference,” “Class Action Waiver,” “Arbitration,” “Dispute Resolution,” or similar alternative dispute agreement or provision between or among the parties.

“DISPUTE” defined. As used herein, the word “Dispute” includes, without limitation, any claim by either party against the other party related to this Agreement, any other Loan Document, and the Loan. In addition, **“Dispute” also includes any claim by either party against the other party regarding any other agreement or business relationship between any of them, whether or not related to the Loan or other subject matter of this Agreement.** “Dispute” includes, but is not limited to, matters arising from or relating to a deposit account, an application for or denial of credit, warranties and representations made by a party, the adequacy of a party's disclosures, enforcement of any and all of the obligations a party hereto may have to another party, compliance with applicable laws and/or regulations, performance or services provided under any agreement by a party, including without limitation disputes based on or arising from any alleged tort or matters involving the employees, officers, agents, affiliates, or assigns of a party hereto.

If a third party is a party to a Dispute (such as a credit reporting agency, merchant accepting a credit card, junior lienholder or title company), each party hereto agrees to consent to including that third party in any arbitration or judicial reference proceeding for resolving the Dispute with that party.

(b) **JURY TRIAL WAIVER.**

i) **GENERALLY.** Each party **waives their respective rights to a trial before a jury in connection with any Dispute,** and all **Disputes shall be resolved by a judge sitting without a jury.** If a court determines that this jury trial waiver is not enforceable for any reason, then **at any time prior to trial of the Dispute, but not later than 30 days after entry of the order determining this provision is unenforceable,** any party shall be entitled to move the court for an order, as applicable: (A) compelling arbitration and staying or dismissing such litigation pending arbitration (“**Arbitration Order**”) under Section 18(c), or (B) staying such litigation and compelling judicial reference under this Section, if applicable.

ii) **CLASS ACTION WAIVER.** If permitted by applicable law, **each party waives the right to litigate in court or an arbitration proceeding any Dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general.**

iii) **SURVIVAL.** This Dispute Resolution Provision shall survive any termination, amendment or expiration of this Agreement, or any other relationship between the parties.

(c) **ARBITRATION IF JURY WAIVER UNENFORCEABLE.** If (but only if) a state or federal court located outside the state of California determines for any reason that the jury trial waiver in this Dispute Resolution Provision is not enforceable with respect to a Dispute, then any party hereto may require that said Dispute be resolved by binding arbitration pursuant to this Section before a single arbitrator. An arbitrator shall have no authority to determine matters (i) regarding the validity, enforceability, meaning, or scope of this Dispute Resolution Provision, or (ii) class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party's behalf as a class member, which matters may be determined only by a court without a jury. **By agreeing to arbitrate a Dispute, each party gives up any right that party may have to a jury trial, as well as other rights that party would have in court that are not available or are more limited in arbitration, such as the rights to discovery and to appeal.**

Arbitration shall be commenced by filing a petition with, and in accordance with the applicable arbitration rules of, National Arbitration Forum (“NAF”) or Judicial Arbitration and Mediation Service, Inc. (“JAMS”) (“**Administrator**”) as selected by the initiating party. However, if the parties agree, arbitration may be commenced by appointment of a licensed attorney who is selected by the parties and who agrees to conduct the arbitration without an Administrator. If NAF and JAMS both decline to administer arbitration of the Dispute, and if the parties are unable to mutually agree upon a licensed attorney to act as arbitrator with an Administrator, then either party may file a lawsuit (in a court of appropriate venue outside the state of California) and move for an Arbitration Order. The arbitrator, howsoever appointed, shall have expertise in the subject matter of the Dispute. Venue for the arbitration proceeding shall be at a location determined by mutual agreement of the parties or, if no agreement, in the city and state where Bank is headquartered. The arbitrator shall apply the law of the state specified in the agreement giving rise to the Dispute.

After entry of an Arbitration Order, the non-moving party shall commence arbitration. The moving party shall, at its discretion, also be entitled to commence arbitration but is under no obligation to do so, and the moving party shall not in any way be adversely prejudiced by electing not to commence arbitration. The arbitrator: (i) will hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment; (ii) will render a decision and any award applying applicable law; (iii) will give effect to any limitations period in determining any Dispute or defense; (iv) shall enforce the doctrines of compulsory counterclaim, res judicata, and collateral estoppel, if applicable; (v) with regard to motions and the arbitration hearing, shall apply rules of evidence governing civil cases; and (vi) will apply the law of the state specified in the agreement giving rise to the Dispute. Filing of a petition for

arbitration shall not prevent any party from (i) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration) provisional or ancillary remedies including but not limited to injunctive relief, property preservation orders, foreclosure, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver, (ii) pursuing non-judicial foreclosure, or (iii) availing itself of any self-help remedies such as setoff and repossession. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration.

Judgment upon an arbitration award may be entered in any court having jurisdiction except that, if the arbitration award exceeds \$4,000,000, any party shall be entitled to a de novo appeal of the award before a panel of three arbitrators. To allow for such appeal, if the award (including Administrator, arbitrator, and attorney's fees and costs) exceeds \$4,000,000, the arbitrator will issue a written, reasoned decision supporting the award, including a statement of authority and its application to the Dispute. A request for de novo appeal must be filed with the arbitrator within 30 days following the date of the arbitration award; if such a request is not made within that time period, the arbitration decision shall become final and binding. On appeal, the arbitrators shall review the award de novo, meaning that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. Appeal of an arbitration award shall be pursuant to the rules of the Administrator or, if the Administrator has no such rules, then the JAMS arbitration appellate rules shall apply.

Arbitration under this provision concerns a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. If the terms of this Section 18(c) vary from the Administrator's rules, this Section 18(c) shall control.

(d) **RELIANCE**. Each party (i) certifies that no one has represented to such party that the other party would not seek to enforce a jury waiver, class action waiver, arbitration provision or judicial reference provision in the event of suit, and (ii) acknowledges that it and the other party have been induced to enter into this Agreement by, among other things, material reliance upon the mutual waivers, agreements, and certifications in the four sections of this Section 18.

To grant and confirm their specific authorizations to submit Disputes arising under this Agreement to arbitration as provided for, upon, and subject to the terms and conditions of, Section 18 of this Agreement, Bank, Lessor and Lessee have executed the Specific Agreement to Arbitration Provisions attached as Schedule I to this Agreement.

19. COUNTERPARTS. THIS SUBORDINATION, NONDISTURBANCE AND ATTORNTMENT AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE BINDING AGREEMENT.

20. THIRD-PARTY BENEFICIARY. Lessee acknowledges and agrees as follows: (a) that Lessor is obtaining the Loan from Bank and that Lessor has collaterally assigned its interest in the Lease and School Collateral to and for the benefit of Bank; (b) that Bank is an intended beneficiary of all of the Lessee's obligations, representations and covenants under the Lease; (c) as a consequence of the foregoing, all of Lessee's indemnification obligations under the Lease extend to Bank; and (d) notwithstanding the foregoing, Bank has no obligation to remedy any default or take any action required of Lessor under the Lease. For the avoidance of doubt, nothing in this Agreement shall relieve Lessor from those covenants and obligations under the Loan Documents, including, without limitation, the obligation to make the payments pursuant to and in accordance with the Note (as such term is defined in the Loan Agreement). Furthermore, Bank's agreement to this Agreement shall not (i) constitute or effect a waiver of, or release Lessor from, any past, current, or future default or event of default by Lessor under the Loan Documents, or (ii) constitute or effect a waiver of any remedy or right of Bank under the Loan Documents.

21. ACKNOWLEDGEMENT. Notwithstanding anything in the Lease to the contrary, Lessor and Lessee hereby represent and warrant, and acknowledge and agree that Lessee has received, reviewed and approved the Communications Site Lease Agreement (Ground) dated as of September 14, 2008, between the predecessor-in-interest of Lessor, as ground lessor, and the predecessor-in-interest of SBA 2012 TC Assets, LLC, a Delaware limited liability company, as ground lessee.

[Remainder of Page Intentionally Left Blank]

LESSEE:

SOUTHERN NEVADA TRADES HIGH SCHOOL, a Nevada non-profit corporation

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
)
COUNTY OF _____)

On _____ before me _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/ they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

LESSOR:

RED HOOK SNTHS LLC,
a Delaware limited liability company

By: Red Hook Investor II LLC,
a Delaware limited liability company,
its sole member

By: Red Hook GP II LLC,
a Delaware limited liability company,
its managing member

By: Red Hook Capital Partners IV LLC,
a Delaware limited liability company,
its sole member

By: _____
Craig Underwood
Managing Member

[Acknowledgement of Signature Appears on Following Page]

SCHEDULE I

SPECIFIC AGREEMENT TO ARBITRATION PROVISIONS

By signing below, Lessor, Lessee and Bank each grant and confirm their specific authorizations to submit certain disputes arising under this Agreement to arbitration as provided for, upon, and subject to the terms and conditions of, Section 18 of this Agreement. Lessor, Lessee and Bank each specifically acknowledge that such party has thoroughly reviewed Section 18 with counsel of its choosing, and each of Lessor, Lessee, and Bank voluntarily grant such party's specific authorization to these arbitration provisions through this paragraph, which serves to confirm that such party has affirmatively agreed to the arbitration provisions set forth in Section 18. For the purpose of clarity, each party has affirmatively agreed to the arbitration provisions set forth in Section 18, and each party intends that this paragraph, and the specific acknowledgements below, satisfy the requirements of NRS 597.995(1).

Lessor's Acknowledgement:

RED HOOK SNTHS LLC,
a Delaware limited liability company

By: Red Hook Investor II LLC,
a Delaware limited liability company,
its sole member

By: Red Hook GP II LLC,
a Delaware limited liability company,
its managing member

By: Red Hook Capital Partners IV LLC,
a Delaware limited liability company,
its sole member

By: _____
Craig Underwood
Managing Member

[Acknowledgements Continue on Following Page]

Lessee's Acknowledgement:

SOUTHERN NEVADA TRADES HIGH SCHOOL,
a Nevada non-profit corporation

By: _____

Name: _____

Title: _____

Bank's Acknowledgement:

ZIONS BANCORPORATION, N.A. dba Vectra Bank Colorado

By: _____

Conrad Freeman

Senior Vice President

EXHIBIT A

PROPERTY DESCRIPTION

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

ALL OF THE LAND LYING WITHIN THE EXTERIOR BOUNDARIES OF THE FINAL MAP FOR MERGER AND RESUBDIVISION FOR FULL GOSPEL CHURCH AS SHOWN BY MAP THEREOF ON FILE IN BOOK 109 OF PLATS, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

APN: 140-28-112-001

Southern Nevada Trades HS

Financial Update

April 2023 Forecast

KRISTIN DIETZ

JUNE 2023



1. 2022-2023 Forecast Update – April 2023
2. 2022-2023 Cash Flow Projection
3. Grants Summary
4. State Budget Updates
5. Exhibits

2022-2023 Forecast Update



Forecast Update – Apr23 Forecast vs. Approved Budget



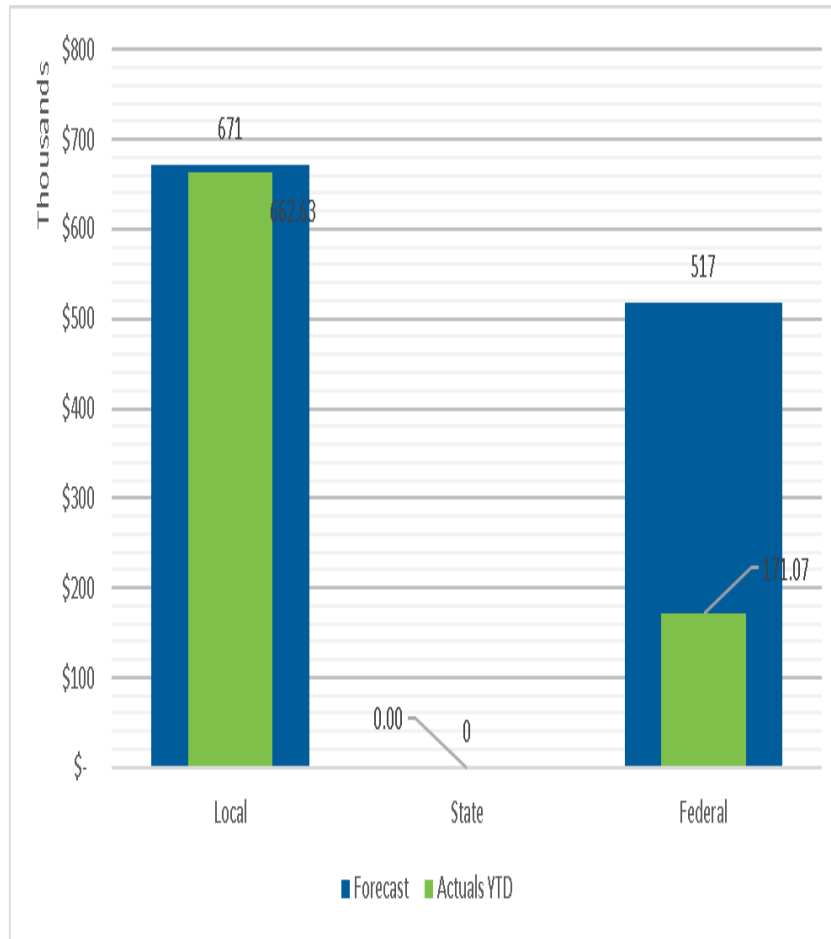
Forecasting \$588k Net Income, increase +\$480k, due to fundraising

		2022-23	2022-23	Variance
		Budget	Current Forecast	
Revenue	Revenue from Local Sources	170,000	671,120	501,120
	Federal Revenue	500,523	517,324	16,801
	Total Revenue	670,523	1,188,444	517,921
Expenses	Personnel Services-Salaries	96,042	121,663	(25,621)
	Personnel Services-Employee Benefits	14,206	20,476	(6,270)
	Professional and Tech Services	221,732	237,288	(15,556)
	Other Services	10,667	10,667	-
	Supplies	218,960	208,960	10,000
	Debt Service and Miscellaneous	1,200	1,200	-
	Total Expenses	562,807	600,254	(37,447)
	Operating Income	107,716	588,191	480,474
	Beginning Balance	206,398	106,398	(100,000)
	Operating Income	107,716	588,191	480,474
	Ending Fund Balance (incl. Depreciation)	314,115	694,589	380,474
	Ending Fund Balance as % of Expenses	55.8%	115.7%	59.9%

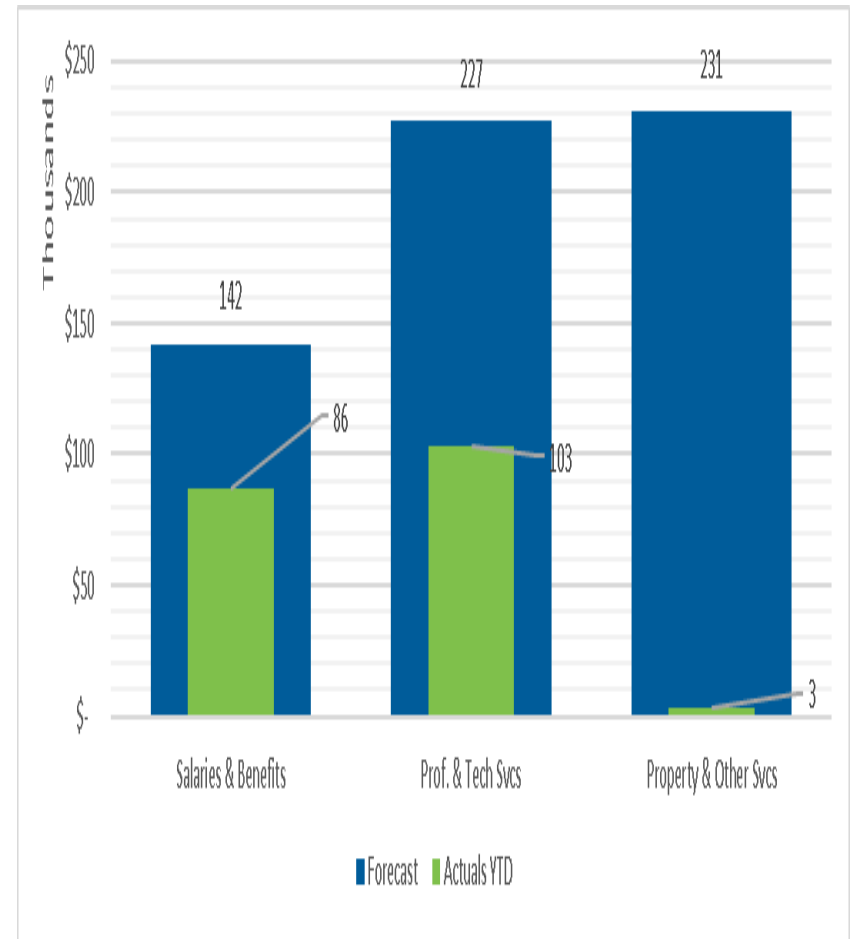
Apr23 Forecast vs. Actuals – Revenues & Expenses

70% of forecasted revenues have been received and 32% of expenses incurred as of 4/30/23

Revenues



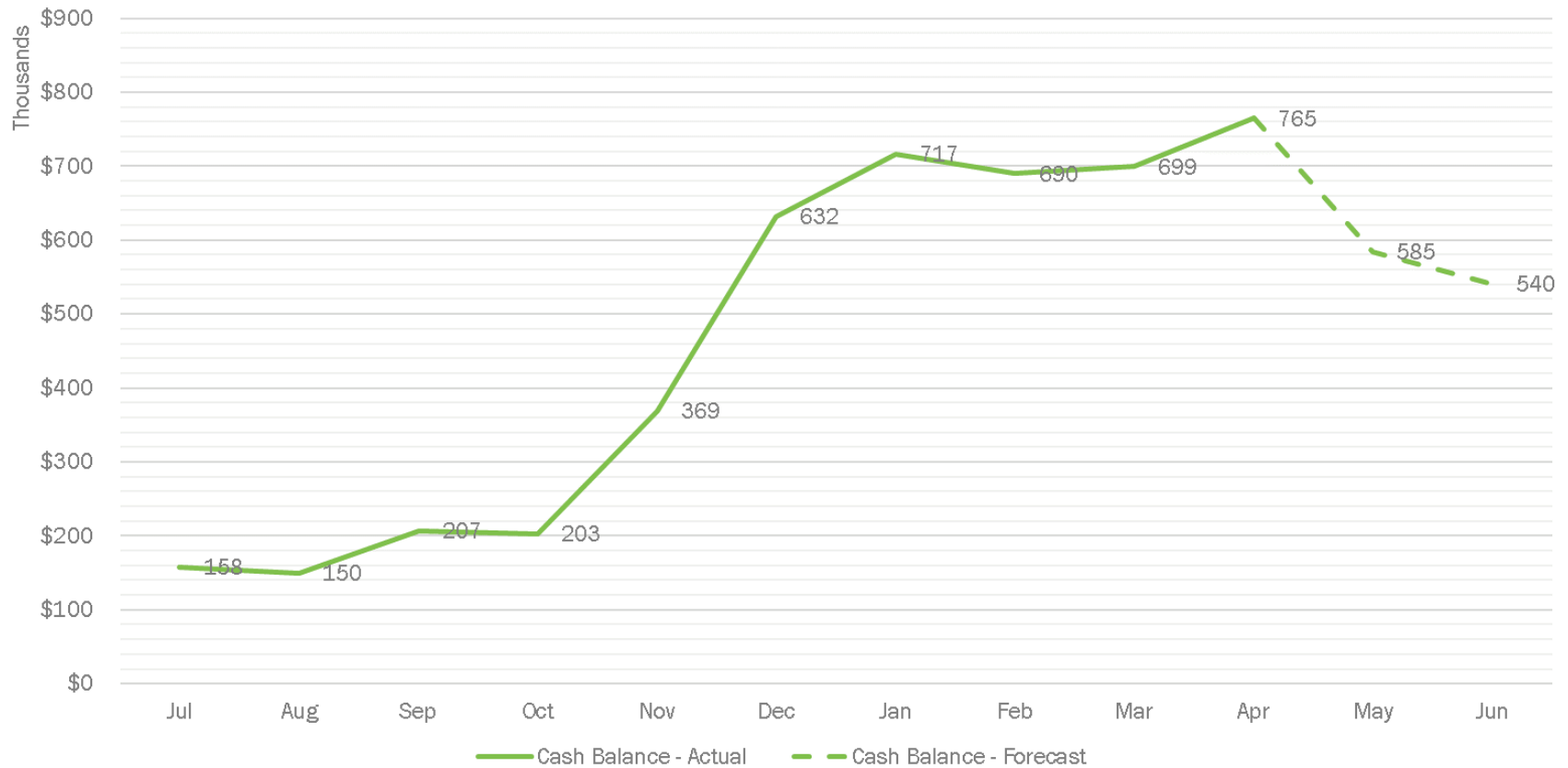
Expenses



2022-2023 Cash Forecast



Current balance \$765k, projecting 329 days cash on hand at 6/30/23



Balance Sheet as of April 2023



What Southern Nevada Trades HS owns and owes as of 4/30/23

		Jun FY2022	Apr FY2023	YTD Change
Assets	Cash Balance	206,398	765,020	558,622
	Current Assets	-	42,447	42,447
	Other Assets	-	41,300	41,300
	Total Assets	206,398	848,767	642,369
Liabilities & Equity	Current Liabilities	100,000	102,047	2,047
	Beginning Net Assets	-	106,398	106,398
	Net Income (Loss) to Date	106,398	640,322	533,923
	Total Liabilities & Equity	206,398	848,767	642,369

The School has spent \$171k, 89% of CSP grant remains

Description	Total Budget-Current	Total Reimbursement Requests Submitted	Budget Remaining
Compensation	325,434	60,410	265,024
Benefits	96,244	25,206	71,038
Contracted services	305,036	24,152	280,884
Marketing	110,000	57,952	52,048
Insurance	20,826	3,472	17,354
Communications & travel	4,500	-	4,500
Furniture & equipment (non-IT)	561,500	-	561,500
Tech equipment	76,460	-	76,460
Totals	1,500,000	171,192	1,328,808

State Budget Updates



2023-2024 Final Budget – Board Approved

Final approved budget is based on 200 students

		2023-2024
		Final Budget - Approved
Revenue	Local Revenues	150,000
	State Revenues	1,604,460
	Federal Revenues	1,278,397
	Total Revenue	3,032,857
Expenses	Salaries & Benefits	1,418,397
	Professional & Technical Services	357,584
	Property Services, Other Services & Supplies	1,204,120
	Total Expenses	2,980,101
	Operating Income	52,756
Fund Balance	Beginning Balance (Unaudited)	694,589
	Operating Income	52,756
Ending Fund Balance (incl. Depreciation)		747,345
Ending Fund Balance as % of Expenses		25.08%
Average Daily Enrollment (ADE)		200.00

2023-2024 PCFP Base Funding Rates

Latest info projects +\$944/ADE in Base Funding, +\$188k for SNTHS

County	FY 2024	FY 2025
Online Charter Schools	\$8,966	\$9,414
Carson City	\$9,632	\$10,114
Churchill	\$10,157	\$10,662
Clark	\$8,966	\$9,414
Elko	\$9,670	\$10,153
Washoe	\$8,966	\$9,414
White Pine	\$12,982	\$13,629

Exhibits



Southern Nevada Trades High School
Income Statement
As of Apr FY2023

	Actual			YTD	Budget						
	Feb	Mar	Apr	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
SUMMARY											
Revenue											
Revenue from Local Sources	496	993	50,000	662,634	170,000	671,120	671,120	-	501,120	8,486	99%
Federal Revenue	13,139	86,962	21,871	171,067	500,523	517,324	517,324	-	16,801	346,257	33%
Total Revenue	13,635	87,955	71,871	833,701	670,523	1,188,444	1,188,444	-	517,921	354,743	70%
Expenses											
Personnel Services-Salaries	8,333	15,833	17,910	75,410	96,042	121,663	121,663	-	(25,621)	46,253	62%
Personnel Services-Employee Benefits	638	2,597	1,786	11,081	14,206	20,476	20,476	-	(6,270)	9,394	54%
Professional and Tech Services	25,035	2,270	2,185	103,416	221,732	207,288	237,288	(30,000)	(15,556)	133,872	44%
Other Services	-	-	-	3,472	10,667	10,667	10,667	-	-	7,195	33%
Supplies	-	-	-	-	218,960	238,960	208,960	30,000	10,000	208,960	0%
Debt Service and Miscellaneous	-	-	-	-	1,200	1,200	1,200	-	-	1,200	0%
Total Expenses	34,006	20,701	21,880	193,379	562,807	600,254	600,254	-	(37,447)	406,874	32%
Operating Income	(20,371)	67,254	49,991	640,322	107,716	588,191	588,191	-	480,474	(52,131)	
Fund Balance											
Beginning Balance (Unaudited)					206,398	106,398	106,398				
Operating Income					107,716	588,191	588,191				
Ending Fund Balance					314,115	694,589	694,589				

Southern Nevada Trades High School
Income Statement
As of Apr FY2023

	Actual			YTD	Budget						
	Feb	Mar	Apr	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
REVENUE											
Revenue from Local Sources											
1920 Contributions and Donations From Private Sources	496	993	50,000	662,634	170,000	671,120	671,120	-	501,120	8,486	99%
SUBTOTAL - Revenue from Local Sources	496	993	50,000	662,634	170,000	671,120	671,120	-	501,120	8,486	99%
Federal Revenue											
4500.661 CSP	13,139	86,962	21,871	171,067	500,523	517,324	517,324	-	16,801	346,257	33%
SUBTOTAL - Federal Revenue	13,139	86,962	21,871	171,067	500,523	517,324	517,324	-	16,801	346,257	33%
TOTAL REVENUE	13,635	87,955	71,871	833,701	670,523	1,188,444	1,188,444	-	517,921	354,743	70%

Southern Nevada Trades High School
Income Statement
As of Apr FY2023

	Actual			YTD	Budget							
	Feb	Mar	Apr	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent	
EXPENSES												
Personnel Services-Salaries												
104	Salaries-Licensed Administration	-	7,500	7,500	15,000	-	30,000	30,000	-	(30,000)	15,000	50%
105	Salaries-Non-licensed Administration	8,333	8,333	9,956	59,956	96,042	86,196	86,196	-	9,845	26,241	70%
107	Salaries-Other Classified/Support Staff	-	-	454	454	-	5,467	5,467	-	(5,467)	5,012	8%
	SUBTOTAL - Personnel Services-Salaries	8,333	15,833	17,910	75,410	96,042	121,663	121,663	-	(25,621)	46,253	62%
Personnel Services-Employee Benefits												
210	Employee Benefits - Group Insurance	-	1,386	457	3,938	6,500	6,500	6,500	-	-	2,562	61%
220	Employee Benefits - Social Security Contributions	517	982	1,110	4,675	5,955	7,543	7,543	-	(1,589)	2,868	62%
240	Employee Benefits - Medicare Payments	121	230	260	1,093	1,393	1,764	1,764	-	(372)	671	62%
260	Employee Benefits - Unemployment Compensation	-	-	(42)	417	47	3,559	3,559	-	(3,513)	3,142	12%
270	Employee Benefits - Workers Compensation	-	-	-	958	312	463	463	-	(151)	(495)	207%
290	Employee Benefits - Other Employee Benefits	-	-	-	-	-	646	646	-	(646)	646	0%
	SUBTOTAL - Personnel Services-Employee Benefits	638	2,597	1,786	11,081	14,206	20,476	20,476	-	(6,270)	9,394	54%
Professional and Tech Services												
310	Office/Administrative Services	133	100	89	24,777	31,000	26,973	26,973	-	4,027	2,196	92%
331	Training & Development Services - Teachers	-	-	-	625	18,500	18,500	18,500	-	-	17,875	3%
340	Other Professional Services	-	-	-	-	45,417	30,000	30,000	-	15,417	30,000	0%
340.1	Business Service Fees	2,050	2,050	2,050	14,350	18,450	18,450	18,450	-	-	4,100	78%
345	Marketing Services	22,852	120	46	63,664	60,000	85,000	115,000	(30,000)	(55,000)	51,336	55%
350	Technical Services	-	-	-	-	5,000	5,000	5,000	-	-	5,000	0%
352	Other Technical Services	-	-	-	-	43,365	23,365	23,365	-	20,000	23,365	0%
	SUBTOTAL - Professional and Tech Services	25,035	2,270	2,185	103,416	221,732	207,288	237,288	(30,000)	(15,556)	133,872	44%
Other Services												
522	Liability Insurance	-	-	-	3,472	5,000	5,000	5,000	-	-	1,528	69%
540	Advertising	-	-	-	-	5,667	5,667	5,667	-	-	5,667	0%
	SUBTOTAL - Other Services	-	-	-	3,472	10,667	10,667	10,667	-	-	7,195	33%
Supplies												
612	Non-capitalized equipment	-	-	-	-	156,000	156,000	126,000	30,000	30,000	126,000	0%
650	Supplies-Information Technology-related - General	-	-	-	-	28,500	28,500	28,500	-	-	28,500	0%
651	Supplies - Technology - Software	-	-	-	-	34,460	54,460	54,460	-	(20,000)	54,460	0%
	SUBTOTAL - Supplies	-	-	-	-	218,960	238,960	208,960	30,000	10,000	208,960	0%
Debt Service and Miscellaneous												
810	Dues and Fees	-	-	-	-	1,200	1,200	1,200	-	-	1,200	0%
	SUBTOTAL - Debt Service and Miscellaneous	-	-	-	-	1,200	1,200	1,200	-	-	1,200	0%
TOTAL EXPENSES		34,006	20,701	21,880	193,379	562,807	600,254	600,254	-	(37,447)	406,874	32%

Southern Nevada Trades High School
Monthly Cash Forecast
As of Apr FY2023

	2022-23													Forecast	Remaining Balance
	Actuals & Forecast														
	Jul Actuals	Aug Actuals	Sep Actuals	Oct Actuals	Nov Actuals	Dec Actuals	Jan Actuals	Feb Actuals	Mar Actuals	Apr Actuals	May Forecast	Jun Forecast			
Beginning Cash	206,398	157,979	149,641	206,923	203,003	369,206	632,122	716,742	690,221	699,359	765,020	584,536			
REVENUE															
Revenue from Local Sources	-	-	65,620	5,500	175,000	290,025	75,000	496	993	50,000	5,045	3,441	671,120	0	
Intermediate Revenue Sources	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
State Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Federal Revenue	-	-	-	-	-	19,929	29,166	13,139	86,962	21,871	43,254	50,000	517,324	253,003	
Other Financing Sources	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other Items	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL REVENUE	-	-	65,620	5,500	175,000	309,954	104,166	13,635	87,955	71,871	48,299	53,441	1,188,444	253,003	
EXPENSES															
Personnel Services-Salaries	-	-	-	8,333	8,333	8,333	8,333	8,333	15,833	17,910	22,088	19,999	121,663	4,167	
Personnel Services-Employee Benefits	-	-	-	930	763	1,596	2,774	638	2,597	1,786	4,735	2,571	20,476	2,088	
Professional and Tech Services	7,118	8,338	8,338	157	4,176	5,688	40,111	25,035	2,270	2,185	77,565	21,984	237,288	34,324	
Property Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other Services	-	-	-	-	-	3,472	-	-	-	-	6,062	567	10,667	567	
Supplies	-	-	-	-	-	-	-	-	-	-	90,221	52,240	208,960	66,499	
Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Debt Service and Miscellaneous	-	-	-	-	-	-	-	-	-	-	1,067	133	1,200	(0)	
Other Items - Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL EXPENSES	7,118	8,338	8,338	9,420	13,272	19,088	51,218	34,006	20,701	21,880	201,736	97,494	600,254	107,644	
Operating Cash Inflow (Outflow)	(7,118)	(8,338)	57,282	(3,920)	161,728	290,865	52,948	(20,371)	67,254	49,991	(153,437)	(44,053)	588,191	145,359	
Accounts Receivable - Current Year	-	-	-	-	-	(30,000)	30,000	-	(58,116)	15,670	-	-	-	-	
Other Assets	(41,300)	-	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable - Current Year	-	-	-	-	4,100	2,050	2,050	(6,150)	-	25,000	(27,050)	-	-	-	
Other Current Liabilities	-	-	-	-	375	-	(378)	-	-	(25,000)	3	-	-	-	
Ending Cash	157,979	149,641	206,923	203,003	369,206	632,122	716,742	690,221	699,359	765,020	584,536	540,483			

Southern Nevada Trades High School
Bank Reconciliation Detail with Description - A101 - NV-2900 Cash i...vada chkg 3667 (main)

As of 4/30/2023

ID	Transaction Type	Date	Document Number	Name	Description	Balance
Reconciled						
Cleared Deposits and Other Credits						
	Deposit	4/18/2023	37572		Receivable Opportunity 180 025KNWSPSSH7WP5 Opportunity 180 Bill.com Inv #Year	50,000.00
	Payroll Journal Entry	4/20/2023	PRJE-SNTH0034		Federal & State Taxes	42.00
	Deposit	4/28/2023	37931		Receivable Opportunity 180 025VRDNTHFHLHDS Opportunity 180 Bill.com Inv #2023	37,540.73
Total - Cleared Deposits and Other Credits						87,582.73
Cleared Checks and Payments						
	Bill Payment	4/6/2023	15532	49333 Edtec	EdTec Monthly - March 2023	(2,050.00)
	Bill Payment	4/6/2023	15533	51054 Wadsworth, Candida (reimb)	Reimb: Health Insurance	(457.45)
	Payroll Journal Entry	4/14/2023	PRJE-SNTH0033		Direct Deposit	(7,060.43)
	Payroll Journal Entry	4/14/2023	PRJE-SNTH0033		Federal Taxes	(2,143.57)
	Payroll Journal Entry	4/28/2023	PRJE-SNTH0036		Direct Deposit	(7,808.36)
	Payroll Journal Entry	4/28/2023	PRJE-SNTH0036		Federal Taxes	(2,267.47)
	Journal	4/28/2023	SNTH1062		SERVICE CHARGE	(5.00)
	Payroll Journal Entry	4/29/2023	PRJE-SNTH0037		Payroll Fee	(83.72)
Total - Cleared Checks and Payments						(21,876.00)
Total - Reconciled						65,706.73
Last Reconciled Statement Balance - 4/29/2023						700,287.38
Current Reconciled Balance						765,994.11
Reconcile Statement Balance - 4/30/2023						765,994.11
Difference						0.00
Unreconciled						
Uncleared						
Checks and Payments						
	Bill Payment	4/3/2023	15531	50476 Carver, Julie (Reimb)	Reimb: Health Insurance	(928.34)
	Bill Payment	4/26/2023	15534	50115 KING PRINTING	Job#19427; Marketing Services	(46.00)
Total - Checks and Payments						(974.34)
Total - Uncleared						(974.34)
Total - Unreconciled						(974.34)
Total as of 4/30/2023						765,019.77

Southern Nevada Trades High School
 1580 Bledsoe Ln
 Las Vegas, NV 89110
 Phone: 702-706-1753

PURCHASE ORDER
 Ship To:
 Southern Nevada Trades High School
 1580 Bledsoe Ln
 Las Vegas, NV 89110

BILLING INSTRUCTIONS:
PLEASE NOTE PO NUMBER ON ALL INVOICES
 Please email invoices to:
julie.carver@snvtradeshighschool.org


Vendor

Name: Savvas Learning Company LLC
 Account #: _____
 Address: PO Box 6820
 City/State/Zip: Chandler, AZ 85246
 Telephone: 1-800-848-9500

PO Information

PO Number: 230510003CEW
 PO Request Date: May 10, 2023
 Memo: **Core Curriculum Textbooks**
 Additional PO Notes: _____
 PO Backup Docs URL: _____

Item Description	Quantity	Price/Item	Total Cost	Finance Office Only			
				Account	Project/Grant	Function	School
Quote #225457-1 ELA My Perspectives	1	20,480.00	20,480.00	641		2212	
Quote #225462-2 World History/Geo	1	17,330.36	17,330.36	641		2212	
Quote # 225460-2 Math enVision	1	27,135.00	27,135.00	641		2212	
Quote # 225454-1 Science Physical and BIO	1	17,231.00	17,231.00	641		2212	
			-				
			-				
			-				
Additional Charges & Inflation (10%)			8,217.64				
			Subtotal	90,394.00			
			Freight	-			
			Tax	-			
			Total	90,394.00			

PO Amendment	Finance Office Only
Date: _____ Reason: _____ CPO Approval: _____	Approver: _____
Requestor: 	Executive Director: <u>Julie Carver</u> print name
Your printed name above will serve as your electronic signature	PO Approval Date: <u>5/11/2023</u>

rev 1 2023

Certification Page

(Must be completed and signed after signature page.)

Please note that a governing board member cannot designate himself or herself as the *Designated Official*.

State of Nevada, County of Clark
County in which the Governing Board or Top Military Official is located.

_____, the duly
Name of Governing Board Member/Top Military Official authorized to sign this certification page.

appointed or elected qualified member of, and acting on behalf of the governing board, so

certify that during a regular meeting held in

Las Vegas,
Nevada City in which Governing Board/Top Military Official met/gave approval regarding the CNP Food Program Agreement

on 6/12/2023, this top military official or governing
board, (by Date of meeting/approval.

motion made,) seconded and carried, approved and authorized execution of an agreement

between the Southern Nevada Trades High School and the
Legal Title of the Institution.

Nevada Department of Agriculture, a State Agency, for the purpose of participating in the

Child Nutrition Program. Julie Carver has been
Name of the designated official who will be signing the CNP Agreement.

designated by the governing board to sign this agreement. I further certify that this meeting

was duly noticed, called and convened and was attended by a majority of the members of the

governing board and that approval has not since been altered or rescinded.

Signature of governing board member/top military official. Date



SNTHS

**SOUTHERN NEVADA
TRADES
HIGH SCHOOL**

Address: 1580 Bledsoe Ln., Las Vegas, NV 89110

Office: 702-

www.snvtradeshighschool.org

Student/Parent Handbook

2023-2024

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Introduction

Welcome to Southern Nevada Trades High School (SNTHS). SNTHS is the first Trades charter school in Las Vegas. The information, policies, and procedures contained in this handbook are the result of a concerted effort of the administration and staff to present information so that it will be of great value in helping students adjust to the school. The policies and procedures outlined here are designed to ensure student health, safety, and well-being and to ensure that students are provided with a learning environment which promotes an emphasis on education as their highest priority. The staff wants and expects students to perform to their maximum potential in all endeavors.

What is a public charter school?

Charter schools are a promising way to raise academic standards, empower educators, and actively involve parents and communities in progressive, public education. Charter schools are free public schools and receive their funding directly from the State of Nevada. A charter school is a public school that is exempt from many traditional rules and regulations. These exemptions allow charter schools greater flexibility to use different instructional approaches. However, charter schools are still held accountable for the achievement of high academic standards.

Charter schools must comply with federal and state laws and regulations. Charter schools are freed from certain traditional regulations but must follow federal regulations involving civil rights, special education, IDEA (Individuals with Disabilities Act), and others.

General Information

Address: 1580 Bledsoe Ln., Las Vegas, NV 89110

Phone:

Executive Director: Julie Carver, julie.carver@snvtradeshighschool.org

Principal: Candi Wadsworth, candi.wadsworth@snvtradeshighschool.org

Office Hours: Monday- Thursday: 8:00 am – 3:30 pm

Friday: 8:00 am – 1:00 pm

Daily Student Schedules

Monday, Tuesday, Thursday

8:30 AM to 9:50 AM	First Period
10:05 AM to 11:25 AM	Second Period
11:40 AM to 1:00 PM	Third Period
1:00 PM to 1:30 PM	Lunch/release 11 th and 12 th
1:30 PM to 3:10 PM	9 th and 10 th Fourth Period

Wednesday

8:00 AM to 8:30 AM	Student Advisory
8:30 AM to 9:50 AM	First Period
10:05 AM to 11:25 AM	Second Period
11:40 AM to 1:00 PM	Third Period
1:00 PM to 1:30 PM	Lunch/release 11 th and 12 th
1:30 PM to 3:10 PM	Fourth Period 9 th and 10 th

Juniors and Seniors will be released prior to 4th period Monday-Thursday for work experience and/or post-secondary course work.

Friday

8:30 AM to 9:50 AM	First Period
10:05 AM to 11:25 AM	Second Period
11:40 AM to 1:00 PM	Third Period

All students are released at 1:00 PM every Friday for teacher professional development/collaboration.

SNTHS's Mission is to promote excellence in academic and career and technical education, preparing students for post-secondary education and careers in construction related professions.

SNTHS Vision: Through innovative career and technical training integrated with aligned academics, community partnerships, and individualized college and career-readiness planning, students' passions for learning are ignited and they are prepared for success in postsecondary education and the workplace.

Belief Statements:

- **Integrated Curriculum:** We believe that hands-on career technical education (CTE) – in the classroom, in the workshop, and on the job-site – prepares students with the knowledge and skills for successful futures in construction-related careers. We believe that pairing CTE with aligned academics provides students with the skills necessary to adapt and grow throughout their careers.
- **Passion for Life-long Learning:** We believe that the unique combination of CTE and aligned academics spark student passion for learning while encouraging other essential life skills such as critical thinking, communication, and teamwork.
- **Individualized Planning and Support:** We believe that engaging students 1:1 in planning and refining their course of study throughout their high school career prepares graduates for success in their chosen educational and career paths.

- Community Partnerships: We believe that close collaboration with local industry and postsecondary institutions provides students with access to work experiences, industry-

Student Responsibilities

Students are expected to act in a positive manner. The appearance and atmosphere of the school reflects student habits and attitudes. Conduct and behavior toward any school personnel will be always appropriate. Behavior that disrupts the learning process will not be permitted.

I realize that my education is important. Therefore, I agree to carry out the following responsibilities to the best of my ability by:

- *Read and understand the contents of this handbook.*
- *Comply with all school policies and procedures.*
- *Make a reasonable effort to learn.*
- *Arriving at school each day on time and being prepared.*
- *Keep the school informed of changes in address, phone number, and any other circumstances that could affect awarding of the diploma.*
- *Attend all classes each day, on time, and complete all assignments in accordance with the expectations established by the instructor.*
- *Behave in a manner that contributes to a positive learning environment for all, both in the classroom and on the campus. Showing effort, respect, cooperation, and fairness to all.*
- *Promote a safe and respectful learning environment.*
- *Obey all federal, state, and local laws and ordinances.*
- *Using all school equipment and property appropriately and safely.*
- *Completing and submitting homework in a timely manner.*

Parent Responsibilities

I understand that as my child's first teacher my participation in my child's education will help his/her achievement. Therefore, to the best of my ability, I will continue to be involved in his/her education by:

- *Reading to my child or encouraging my child to read.*
- *Being responsible for my child's on-time attendance.*
- *Reviewing and checking my child's homework.*
- *Monitoring the activities of my child, such as the amount of time spent watching television, using a computer, playing video games, etc.*
- *Contributing at least 5 hours of time each school year in the areas such as:*
- *Attending school-related activities; Attending organized parent meetings, such as PTA, PTO, or parent advisory committees; Attending parent-teacher conference(s); Volunteering at the school; Chaperoning school-sponsored activities; Communicating with my child's teacher(s) regarding his/her progress, as needed.*

Teacher And School Staff Responsibilities

We understand the importance of providing a supportive, effective learning environment that enables the children at our school to meet the State's academic achievement standards through our role as educators and models. Therefore, staff agrees to carry out the following responsibilities to the best of our ability by:

- *Ensuring that each student is provided high-quality curriculum and instruction, supervision, and positive interaction.*
- *Maximizing the educational and social experience of each student.*

- *Carrying out the professional responsibility of educators to seek the best interest of each student.*
- *Providing frequent reports to parents on their children's progress and providing reasonable access of staff to the parents and legal guardians of students to discuss their concerns*

Non-discrimination Statement:

SNTHS does not discriminate based on sex, age, race, color, religion, handicap, or national origin in the programs or activities that it operates. All operating policies of the school pertaining to but not limited to the instructional programs, and the employment of all professional and classified employees and students direct such nondiscrimination.

Enrollment & Lottery Guidelines

Like all public schools, public charter schools must be open to any such child, regardless of that child's race, gender, citizenship, or need for accommodations or special education services. Southern Nevada Trades High School will serve students primarily in the 89110 zip code and any age eligible student in Nevada is eligible to enroll, beginning with 9th and 10th in our first year. Priority will be given to families living within 2 miles of the charter school (pursuant to NRS 388A.456).

SNTHS will accept students on a rolling admission basis at the beginning of each quarter. Applications received after the lottery closing date will be accepted on a first come, first served basis. Our application will open the first working day of January and close the first Friday of March which satisfies the 45-day requirement of NRS 388A.454(7).

Any false statement or purposeful omission of information on enrollment documents (application or enrollment forms), may result in revocation of enrollment offers.

Policy for Requesting Teacher/Class

It is the policy of SNTHS to strictly prohibit parents/guardians from requesting to have their student be placed in a class with a particular teacher or other students. Student placement will be at the discretion of SNTHS administrators and teachers.

Parent Request to Change Teacher/Class

SNTHS does not move a student out of a class based on parent/guardian request. Parent/guardians with concerns may contact the school principal to request a conference. The principal will serve as mediator between the parent and teacher to determine interventions, solutions, modifications, accommodations, or other recommendations in an effort to address the parent/guardian concerns. In special circumstances, the principal may make the recommendation to move a student to a different classroom after other options have been exhausted.

Transfer of Credits

SNTHS will accept credits from all accredited high schools with an official transcript. Credits earned at non-accredited schools will be evaluated on a case-by-case basis and all credits may not transfer.

Withdrawal from SNTHS

Any student who withdraws from SNTHS is required to have a parent or guardian present to sign the necessary withdrawal form. Telephone calls for withdrawing a student are not acceptable.

Arrival and Dismissal Map



*****No parking will be permitted on Bledsoe Ln or Christy Ln during arrival or dismissal, violators may be subject to ticketing by Nevada Metro Police*****

Students that wish to drive to school will need to acquire a SNTHS parking pass. Passes will be issued on a first come first serve basis. Proof of insurance, and valid driver's license will be required. If a student is found to be parking without a school issued parking pass they will be subject to discipline as per our discipline policy.

Tardy Check in

Students that arrive to school past 8:30am should report directly to the front office to check in and receive a tardy pass.

Weather Days

Students and parents should check the SNTHS website, or listen to the news stations, social media, or their phone for school closures. In the event that SNTHS determines that school should be closed due to inclement weather, the school will notify students/parents of school closure via the website, news, social media, and a text, email, or voicemail.

Attendance

This policy is subject to revisions if the State of Nevada changes attendance requirements.

Quarterly Attendance Rules, Procedures, and Forfeiture of Credits

Students should review the attendance policy and plan their school year accordingly. NRS 392.122 is the basis for the SNTHS Attendance Policy. SNTHS mirrors the federal guidance that says students must not be absent 10% or more of school days or they will be considered chronically absent, and they may potentially fail the course(s) no matter what the student's academic mark(s) in the course may be. A student that has more than 4 absences in 1st through 3rd period and more than 3 absences in 4th period is considered absent more than 10% of a class. The emphasis is on the importance of keeping students in school and providing access to curriculum.

Chronic Absenteeism – Federal Definition

A student is absent if he or she is not physically on school grounds and is not participating in instruction or instruction-related activities at an approved off-grounds location for the school day. Chronically absent students include students who are absent for any reason (e.g., illness, appointments, suspension, the need to care for a family member), regardless of whether absences are excused or unexcused. Students who are absent 10% or more of their enrolled school days are considered chronically absent. A student is deemed chronically absent when they miss more than 10% of the school year.

Students missing more than 10% of a course in a quarter will fail the course.

Parent/Student Responsibilities

Parents must send a note or call the school regarding any absences. This must be done **within two days** after the student returns to school. Calls or notes in advance are always appreciated. SNTHS uses an automated computer phone system, to notify parents of daily absences.

If a student becomes ill or leaves school for an appointment during the school day, the attendance office must be notified, and the legal guardian must come to the office to sign the student out before they are released. A student will not be released to anyone not identified as a legal guardian in Infinite Campus. A

stepparent is not considered a legal guardian. The legal guardian must provide written permission to the office for a stepparent to be able to pick up a student.

A tardy is considered missed instruction. If a student misses a large portion of instruction, the tardy may be considered an absence and will be coded as an absence which will count towards the 10% absences and chronic absenteeism.

Pre-arranged absences will be coded as DOM. These absences will count towards the 10% absences and chronic absenteeism.

A student may be withdrawn from SNTHS after missing 10 days (the maximum allowed for meeting the 90% attendance requirement) of consecutive absences due to their whereabouts unknown.

Make-up work will be provided for any absence, but it is the student's responsibility to request the make-up work in advance or on the first day the student returns to class. Since it is impossible to make-up some in-class assignments, coursework of a similar nature may be given. It is the student's responsibility to turn in all make-up class work by the designated deadline. Failure to complete the make-up work by the designated deadline will result in no credit received for the make-up work. If your child has exceeded the 90% attendance requirement or chronic absenteeism, you may ask for a review of the absences. Please note that for any absence to be considered for review, all make-up work must have been completed per class policy. The principal or his/her designee will review the absences and notify the parent of the decision.

Truancy

Nevada state law mandates that all children 7 to 18 years of age attend school. Parents are legally required to ensure regular daily attendance of their child. An unapproved absence or tardy may be deemed a truancy. If a student has three or more truanies, they will be deemed a habitual truant and reported to the local law enforcement agency.

SNTHS Appeal Process Policy on Attendance Affecting Grades

To appeal an attendance decision that has affected award of credit, a student must appeal the attendance with the teacher. A student must complete the required forms and make-up time or school work at the teacher's discretion. Appeals (APP) will not count against the student's possible retention/failure or Chronic Absenteeism.

DMV Certification of Attendance (NRS 392)

SNTHS students under the age of 18 wanting to obtain an instruction permit or driver's license must pick up a DMV 301 form in the front office. The student completes the "Student Information" section in blue or

black ink and turns the form in at the office. The principal or designee will complete the form within 5 business days and return it to the student.

Staff and Volunteer Background Check Policy

Southern Nevada Trades High School is committed to the protection of all persons who are associated with SNTHS including members, staff, volunteers, and guests. As required by the Operating Standards for SNTHS , SNTHS shall conduct criminal background checks of all employees and board members as well as volunteers who have direct repetitive contact with children participating in our programs. SNTHS will carry out this requirement in a fair, consistent, and non-discriminatory manner, complying with applicable state and federal laws and guidelines (NRS 388A.515; NRS 388A.516)

Health Office

Accidents And Sickness

Students that become sick or injured in class or elsewhere on the campus will be brought or sent to the Health Office. If a child is seriously injured, emergency services and guardians will be contacted immediately. In non-emergency situations, injured or sick students who are not accompanied by a staff member must have an office referral with the time and date in order to come to the Health Office for medical attention or first aid. Guardians will be contacted as necessary.

Administering Student Medication

Medication will not always be given to a student by the health office. Other staff members designated by the Principal will assist students in the absence of the health office staff, such as trained by the parent, following a physician's order. If your child has daily medication that must be taken or kept at school please complete a medical consent form that is located in the front office.

Covid-19 Health and Safety Policy

Please note that SNTHS will follow state, county, and local directives/declarations and **may** reinstitute the following measures **if** so directed. *Please note that these measures may not be fully inclusive of directives that may arise throughout the school year.*

Assumptions;

1. SNTHS will follow all directives and declarations from the Governor of Nevada in the event that an epidemic/pandemic is declared in the state or county.
2. The school will follow all directives and declarations from Nevada Superintendent of Public Instruction pertaining specifically to public schools.
3. SNTHS will coordinate with county and local government health officials during a declaration of an epidemic/pandemic.

Academic Information

High School Graduation Requirements

All students **MUST** meet the credit requirements for graduation **AND** the testing requirements established by the state for his or her graduation year to earn a standard diploma.

Credit Requirements:

REQUIRED SUBJECT AREAS:	17	credits
American Government	1	credit
American (US) History	1	credit
World History/Geography	1	credit
Arts/Humanities	1	credit
English	4	credits
Health	½	credit
Mathematics	3	credits
Physical Education/HSROTC	2	credits
Science	2	credits
Computer Science/Literacy	½	credit
College and Career Readiness	1	credit

*Flex Credit

CTE CREDITS:	6	credits
TOTAL CREDITS:	23	credits

Academic Load

All students are required to have a full academic load unless a senior qualifies for an approved NDE exemption.

Ninth Grade Four-Year Academic Plan

SNTHS complies with AB212 that requires our Board of Directors to develop a 4-year academic plan with ninth grade students enrolled. SNTHS develops an academic plan with every student, regardless of grade level

Alternate Methods of Earning Credits

- Work Experience
- Credit by Examination
- Online Courses
- CTE College Credit
- Independent Study
- Dual enrollment
- Community Service and Travel Study

Student Fees

A SkillsUSA membership is encouraged, but not required, for student promotion or graduation at SNTHS. Students choosing to participate should expect a \$20 fee. The school will encourage fundraising as a manner to subsidize the student fees. If a student is, however, unable to pay the fee and chooses to participate, the school will waive the fee. Students choosing not to participate in the program will not be penalized and may continue to be enrolled at the school.

Grading Policy

SNTHS complies with NRS 389.0195 that requires all Nevada public high schools to follow the prescribed uniform grading scale, including a uniform grading scale for advanced placement courses and honors courses.

Uniform Grading scale:

Grade	=	Course Point Range	Value
A	=	90% - 100%	4.0
B	=	80% - 89%	3.0
C	=	70% - 79%	2.0
D	=	60% - 69%	1.0
F	=	<60%	0.0

CTE Skills Attainment Certificate (NAC 389.800)

Students who complete Level III coursework will be eligible to receive a CTE Certificate of Skill Attainment and an Endorsement on his or her diploma. Eligible students must complete the following:

- Achieve a 3.0 GPA in program CTE area (not cumulative GPA)
- Pass the Workplace Readiness Assessment
- Pass the End of Program Technical Assessment

College and Career Ready Diploma

1. To earn the Career Ready Diploma from SNTHS students must complete the 24 credit requirements for the Advanced Diploma and have earned not less than 2.0 credits in one or more of the following:

- Dual-credit/dual-enrollment courses
- Career and technical education courses
- Work-based learning courses (to earn the seal of Biliteracy a student must also
- show proficiency in two languages):

AND;

2. Must obtain one or both of the following endorsements:

College-Ready Endorsement

- Successfully complete a college readiness assessment prescribed by the Board of Regents of the University of Nevada; and
- Receive not less than the minimum scores for initial (non-remedial) placement into college-level English and mathematics courses prescribed by the Board of Regents of the University of Nevada (section 1, chapter 16 of title 4 of the Board of Regents Handbook).

Career-Ready Endorsement

- Successfully complete the ACT National Career Readiness Certificate (NCRC), level Silver or above; or
- Successfully complete the Armed Services Vocational Aptitude Battery (ASVAB), score 50 or above; or
- Obtain a Career and Technical Education Skills Attainment Certificate (NAC 389.800); or
- Obtain an industry-recognized credential (Nevada's Industry-Recognized Credentials List as published on the OWINN web site)

Progress Reports

Students and parents will be able to access academic progress with the use of the Infinite Campus website at any time during the quarter. However, at any time during the quarter, the teacher may contact a parent/guardian to report on a student's progress. Parents are welcome to contact the teacher at any time to request information on the progress of their student. All parent communication will be documented by the teacher and periodically reviewed by the principal.

Employability Grade

Each grading period, the student will receive an employability grade based on attendance, punctuality, time management, respect, and other work traits. SNTHS's mission statement stresses real-life learning experiences so that the students may become valued members of the work force. These employability grades may be included on resumes or may be a source of referral when teachers or staff members are asked by employers to recommend students as new employees.

A	Outstanding=Employers prize you! <ul style="list-style-type: none"> ✓ Always Career focused ✓ Always Confident & prepared ✓ Always Collaborative ✓ Always Capable 	0-2 tardies 0-2 absences No office referrals
B	Above Average: Employers will keep you. <ul style="list-style-type: none"> ✓ Regularly Career focused ✓ Regularly Confident & prepared ✓ Regularly Collaborative ✓ Regularly Capable 	3-4 tardies 3-4 absences No office referrals
C	Average: Employers will tolerate you. <ul style="list-style-type: none"> ✓ Usually Career focused ✓ Usually Confident & prepared ✓ Usually Collaborative ✓ Usually Capable 	5-6 tardies 5-6 absences OR 1 office referral
D	Below Average: Employers will find reasons to fire you. <ul style="list-style-type: none"> ✓ Occasionally Career focused ✓ Occasionally Confident & prepared ✓ Occasionally Collaborative ✓ Occasionally Capable 	7-8 tardies 6 absences OR 2 office referrals
F	Inadequate: Employers will fire you in a heartbeat! <ul style="list-style-type: none"> ✓ Seldom Career focused ✓ Seldom Confident & prepared ✓ Seldom Collaborative ✓ Seldom Capable 	9 or more tardies 7 or more absences OR 3 or more office referrals

Information is available for students planning to attend college who wish to take the PreACT, ACT, SAT, ACT WorkKeys, and the Armed Services Vocational Aptitude Battery (ASVAB).

Grade Reports

Grade reporting will be given to parents/guardians via the U.S. Postal Service or the student portal via Infinite Campus. Grades are recorded on the grade report that will be distributed or mailed one week after the end of each grading period.

Testing Requirements:

The state guidelines for testing will be followed.

10th Grade PreACT Exam

All 10th grade students will take the PreACT exam. This exam prepares students for the ACT+Writing exam. The PreACT is also a great tool to measure students for college and career readiness.

10th Grade Nevada Science Exam- (Federally Mandated)

All students enrolled in Biology I & II must participate in the Nevada Science exam. Most SNTHS students will take this exam during their 10th grade year.

11th Grade College & Career Readiness Assessment (CCR)

CCR - Students will participate in this exam during their junior year.

- The ACT Writing & Math Exams will be the exams used to complete the CCR.
- Completion of this exam is required to earn a diploma in Nevada.

12th Grade ACT WorkKeys Exam

All 12th grade students will take the ACT WorkKeys exam. WorkKeys measures foundational skills required for success in the individuals who successfully complete the three WorkKeys assessments—[Applied Math](#), [Graphic Literacy](#), and [Workplace Documents](#)—earn the WorkKeys National Career Readiness Certificate (NCRC).

Grade Promotion

Students are promoted to the next grade based on years enrolled in high school.

First year of high school = 9th Grader (Freshman)

Second year of high school = 10th Grader (Sophomore)

Third year of high school = 11th Grader (Junior)

Fourth year of high school = 12th Grader (Senior)

A student can receive an Advanced Diploma by completing a minimum of 24 credits including all requirements for a Standard Diploma plus one additional credit of science and math. The minimum 3.25 GPA, weighted or unweighted, includes all credits applicable toward graduation. The student must also pass all the required state testing.

Counseling and Guidance Services

Counseling and guidance services are available to all students at SNTHS through school counselor, teachers and administrators.

Teachers and administrators will aid in student personal growth, by:

- assisting in selecting high school courses;
- providing information and assistance on scholarships, grants and other sources of financial aid for post-secondary education;
- assisting in selection of and application for colleges;
- providing information and direction for continuing education and/or training;
- offering direction and information on career choices;
- providing individual counseling for students, especially regarding academic problems;
- arranging and/or conducting conferences with parents/guardians or other parties involved;
- suggesting referral for additional or specialized counseling when needed

Computer/Technology Policy

Computers may not be used without staff approval. Programs or files of any sort may not be copied or installed without permission. Nothing is to be copied to or from school computers until the files have been scanned for viruses. The SNTHS file server is off limits to students.

Students who have permission to access the Internet may not access sites inappropriate to an academic environment. Screen savers are not to be changed without prior approval. Nothing may be printed without staff approval. Violations of this policy will result in discipline that may include removal from the school. In addition, students and/or their parents are responsible for any damage, repair, or replacement of computers.

Confidentiality

While the counselor/teachers/administrators respect the confidentiality that students place in them, there are certain behaviors and ideas that the counselor/teachers/administrators cannot keep confidential.

In accordance with Nevada State Law, school personnel must immediately report to the appropriate law enforcement or social service agency when they become aware of the physical bullying, emotional or sexual abuse of minors or the elderly or that a student may do harm to self or others.

English Language Learners (ELL)

SNTHS is committed to supporting English learners (EL) by providing a positive path toward English language acquisition with an inclusive model of instruction, using the guiding principles of language development through the WIDA (World-Class Instructional Design and Assessment). For more detailed information on our ELL program, please request a copy of our ELL Handbook.

Special Education Students

SNTHS will have teachers and administrators that will oversee the programming for students with disabilities and maintains compliance with the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act of 1973. SNTHS will provide a free and appropriate public education (FAPE) to students with disabilities in accordance with state and federal statutes and regulations. For more detailed information please request a copy of our Special Education Handbook.

DRESS CODE

The dress code for all students is long pants, close-toed shoes, and white polo shirt. Students may not wear shorts or open-toed shoes at school at any time. Students not complying with dress code will be sent to the office to call home or borrow a school issued polo if available. Students will have to make up any missed time/work, and a parent/guardian may be notified.

SNTHS High School has a uniform policy to enhance the tone, climate, and culture of our school. Uniforms bring about a sense of purpose and seriousness for SNTHS students regarding their education and future.

Shirt/Sweatshirt

- A white polo shirt should be worn every day.
- A solid white or black sweatshirt or jacket may be worn.

Pants

- All students must wear long pants that fit properly.
- Pants must be of a solid color in a denim or khaki material.
- Sagging or excessively oversized pants are not permitted and present a safety hazard.
- Pants cannot be excessively soiled, torn, or ragged.

- Shorts, leggings, capris, cutoffs, sweats, or pajama bottoms or pants with excessive accessories are never allowed.

Shoes

- All students must wear close-toed shoes.
- Individual programs may require work boots. Students will be notified by the program instructor of any work boot requirement.
- Sandals, slippers, flip-flops, crocs, thin soled, 'house' shoes, etc. are not to be worn on campus at any time. The administration reserves the right to determine appropriate footwear for student safety.

Behavioral Information

SNTHS students are representatives of the school. Community members judge SNTHS by student actions. It is very important that students conduct themselves in a courteous manner at all times. Students who fail to obey the rules and regulations and/or fail to obey school or community officials are subject to disciplinary action.

There is a clear expectation that all students will perform academic tasks with honor and integrity, with the support of parents, staff, faculty, administration, and the community. The learning process requires students to think, process, organize and create their own ideas. Throughout this process, students gain knowledge, self-respect, and ownership in the work that they do. These qualities provide a solid foundation for life skills, impacting people positively throughout their lives. Cheating and plagiarism violate the fundamental learning process and compromise personal integrity and one's honor. Students demonstrate academic honesty and integrity by not cheating, plagiarizing, or using information unethically in any way.

What is cheating?

Cheating or academic dishonesty can take many forms, but always involves the improper taking of information from and/or giving of information to another student, individual, or other source. Examples of cheating can include, but are not limited to:

- Taking or copying answers on an examination or any other assignment from another student or other source
- Giving answers on an examination or any other assignment to another student
- Copying assignments that are turned in as original work
- Collaborating on exams, assignments, papers, and/or projects without specific teacher permission
- Allowing others to do the research or writing for an assigned paper
- Using unauthorized electronic devices
- Falsifying data or lab results, including changing grades electronically

What is plagiarism?

Plagiarism is a common form of cheating or academic dishonesty in the school setting. It is representing another person's work or ideas as your own without giving credit to the proper source and submitting it for any purpose. Examples of plagiarism can include, but are not limited to:

- Submitting someone else's work, such as published sources in part or whole, as your own without giving credit to the source
- Turning in purchased papers or papers from the Internet written by someone else
- Representing another person's artistic or scholarly works such as musical compositions, computer programs, photographs, drawings, or paintings as your own
- Helping others plagiarize by giving them your work

All stakeholders have a responsibility in maintaining academic honesty. Educators must provide the tools and teach the concepts that afford students the knowledge to understand the characteristics of cheating and plagiarism. Parents must support their students in making good decisions relative to completing coursework assignments and taking exams. Students must produce work that is theirs alone, recognizing

the importance of thinking for themselves and learning independently, when that is the nature of the assignment. Adhering to the Code of Honor for the purposes of academic honesty promotes an essential skill that goes beyond the school environment. Honesty and integrity are useful and valuable traits impacting one's life.

School-Wide Restorative Discipline Plan

Restorative Discipline Plan

The school-wide restorative discipline plan creates an environment for effective instruction and learning. SNTHS students have chosen to attend, and SNTHS staff members have chosen to teach at SNTHS. Zoning requirements do not apply to SNTHS. Therefore, SNTHS functions under the agreement by staff and students to honor and respect the student-teacher relationship. By honoring and respecting this relationship, staff and students are able to focus more completely on learning. SNTHS believes that through restorative discipline (teaching positive behaviors, repairing relationships, communicating with families, and increasing accountability through reversing harm) we build and strengthen our school community.

Our school-wide discipline plan will help to create an environment for effective instruction, student safety, and learning. Our discipline policies and procedures are designed to comply with Nevada law, protect the safety of our community, and promote our mission of career and college readiness. In the case of behavioral infractions, SNTHS operates under a restorative progressive discipline plan. There are 5 levels that are detailed below. Parents are involved in all levels of the process and are encouraged to be active participants in encouraging and assisting the school in improving student behavior.

Level 1: Teacher Intervention

When students behave in ways counter to the classroom behavior expectations that disrupt learning but does not threaten the safety of others, teachers will use the following steps to address the misbehavior.

- 1st Incident: Students receives a formal verbal warning. Teacher documents intervention. Parent contact optional.
- 2nd Incident: Teacher conducts classroom intervention to include but not limited to: parent contacts, reteach skill, student/teacher conference, reflection sheet, time-out/away, loss of privilege, owed time. Teacher documents intervention. Parent contact optional.
- 3rd Incident: Teacher implements similar interventions. Parent contact mandatory at this stage. Teacher requests and convenes a parent conference by phone or in person to review behaviors and determine solutions. A school Administrator may be present.
- 4th Incident: Teacher completes Impact Statement and Teacher Intervention Tracking Form to Administration. Teacher refers both documents to administration. Administration initiates a Level 2: Administrative Intervention.

Level 2: Administrative Restorative Justice Intervention: Resolution Agreement

When a student is referred to school administration after teacher interventions have proven unsuccessful, a member of the administration will initiate this level of intervention. If the misbehavior

happens outside of the classroom or if the activity impacts school operations/safety the administration may choose to move immediately to Level 2.

- Teacher provides input and documentation of prior interventions, parent contacts, accommodations, and Restorative Practices that have not yet proven successful.
- Administration will lead a Restorative Conference that will include: the student, parent/guardian, teacher, administrator, and any other staff, students, and/or community members affected by the behavior.
- Administration in collaboration with the student, family, teacher, etc., will develop a Restorative Behavior Plan. This plan may include multiple activities, sanctions, and consequences which will help the student reflect on their behavior, make amends for mistakes, and build trust through following the agreement. This resolution will be given a start and an end-date. Student is responsible for securing signatures from the listed people on the agreement who were impacted by the behavior, confirming that the student completed the activity.
- Behavior Incident and Resolution Agreement will be documented in Infinite Campus. Resolution Agreements will be kept on file.

Level 3: Administrative Restorative Justice Intervention for Safety/Behavior Issues: Restoration Plan

When a student's behavior endangers the safety/well-being of the student themselves, other students, staff, community members, and/or the behavior error makes the student ineligible to be placed in a CTE environment per OSHA and SNTHS safety protocols the following steps will be followed.

- If the behavior impacts safety, the student may be placed on In-School Suspension pending the development of a Restorative Conference and Restorative Behavior Plan.
- Administration will lead a Restorative Conference that will include student, teacher, administrator, and any other staff, students, and/or community members affected by the behavior.
- Administration in collaboration with student, family, teacher, etc., will develop a Restorative Behavior Plan. This Restoration Plan will include multiple activities, sanctions, and consequences which will help the student reflect on their behavior, make amends for mistakes through service, and/or build trust through following the agreement. The Restoration Plan, unlike the Resolution Agreement, will last for the remainder of the school year. The Restorative Behavior Plan will include a *reasonable plan of action based on restorative justice in accordance with the provision of NRS 392.477 and 392.467 (NRS 388A.495)*
- At the end of the conference, all members of the meeting will sign the Restorative Behavior Plan signaling that they understand the conditions of the plan, the length of the plan, and the consequence if the plan is violated. Parents/students will be provided with a signed copy of the Plan.
- Behavior Incident and Restorative Behavior Plan will be documented in Infinite Campus. Restorative Behavior Plans will be kept on file.

Level 4: Alternative Placement: Violation of Restoration Plan/Severe Behavior Impacting School

Safety The following applies when a student's behavior violates the previously established Restorative Behavior Plan, or the behavior is severe enough that the student must be removed from campus due to school-safety concerns and placed on out-of-school suspension. Levels 1-3 of the intervention process may be circumvented due to the nature and severity of the student's actions when those actions endanger themselves or others or criminal misconduct has occurred. A conference will be held with principal/designee, students, teacher, and student's parents within three school days of the incident. The

notice of the conference may be written or oral for each participant. The conference may be held in person or over the phone if all participants agree.

- Administration will document any postponements, conference, and its findings.
- Conference must be held before student can return to the classroom. During this conference another Restoration Plan may be developed if deemed suitable by administration.
- All attendance will be noted and missed work will be provided through MIA forms. Student is responsible for makeup of all missed work.
- At the conference, an explanation will be provided to student and parents as to the reason and behaviors which led to the suspension. Parents and student will have the opportunity to respond to explain pupil's behavior.
- Parents who do not attend or fail to respond to conference invite will be notified by mail, phone, or email of their waiver of the right to conference authorizing the principal to recommend placement of the pupil.
- Upon conclusion of conference or no later than 3 school days after the incident the principal/designee shall recommend whether to return the student to the classroom, continue the suspension, or pursue removal of the student from school.

Level 5: Possible Removal from School

This level of intervention applies if the behavior is a direct violation of Nevada state law regarding mandated removal from a Charter School, failure/refusal to follow administrative directive and/or a Restorative Discipline Plan, or the behavior is criminal misconduct.

- SNTHS High School students must participate in a CTE program as part of their enrollment requirement at SNTHS. If a student's behavior results in serious safety concerns for themselves or others in a CTE classroom/jobsite, the student may need to be removed from the CTE 100 classroom/jobsite for the safety of themselves and others. Once a student is deemed unable to participate in a CTE program, they are ineligible to be enrolled at SNTHS and may be removed.

******Special Considerations for Students Who Receive Special Education Services***

The SNTHS governing board designates the Principal/designee as their agent to consider suspension for a student who receives Special Education services if needed. An IEP team will meet to consult with the principal/designee and case-manager to ensure that the suspension does not constitute a change of placement or a violation of IDEA.

- Case manager and principal/designee will be consulted and informed of the discipline incident and IEP reviewed.
- Case manager will be involved in the parent conference with administration.
- Alternative discipline and consequences will be considered in lieu of suspension when appropriate.
- Teachers will work with case manager and administration on completion of missed work due to suspension or temporary placement.
- Any student who ultimately is expelled regardless of disability will be counseled of other educational options which best fits their educational needs by the administration

Security Cameras

Security cameras are in use inside and outside the school. All activities are being recorded and archived. Any student who tampers or damages a camera is subject to immediate suspension and/or removal from SNTHS.

Cell Phones

Cell phones may not be used during scheduled class time. Cell phones **MUST** be powered **OFF** during class time. Parents are to call the office at: 702- to get a message to their student during class time. Cell phones may be used outside during breaks or lunch. Students that are found to have their cell phones out during instructional time may be subject to discipline.

Food/Drinks

Food and drinks are not allowed in classes.

Alcohol and Drug Policy

Student use, possession, distribution, sale, or being under the influence of alcohol, illegal drugs, controlled substances, “look-alike” drugs, steroids, inhalants or possessing drug paraphernalia on any school premise or at any school function (home or away) is strictly prohibited. Please note that sales and distribution of controlled substances may result in the suspension from school. A habitual problem may result in expulsion from SNTHS.

Automobiles & Student Parking

Students who use cars for transportation to and from school are expected to comply with all Nevada laws and regulations, as well as the regulations. Students and parents **must register** license plate numbers of cars and proof of insurance which students will park on campus

Behaviors Resulting in Removal from SNTHS

Possession or use of alcohol and drugs, weapons, furnishing or sale of a controlled substance or an imitation of drugs may result in immediate suspension and subsequent removal from the school. Violence towards a teacher or administrator will result in immediate suspension and subsequent removal from the school.

SNTHS is a closed campus during class breaks and lunch. Passing breaks are to be used to visit the restroom, use phones, get a drink of water or snack, and get to and from the campus and the off-site classes. Students must remain in designated areas and may not go between cars or sit in cars. Students (including all 18-year-old students) may **NOT** leave the campus without a note or phone call from a legal guardian authorizing their release from school. Legal guardians must sign out students to be released. Violation of these policies can result in discipline, including suspension or removal from CTE program.

Smoking and Tobacco Policy

There will be NO tobacco products, including chewing tobacco, of any kind on campus including electronic cigarettes or vapes (e-cigarettes) or other devices that simulate smoking. SNTHS students are not permitted to use, distribute, or exhibit any tobacco related products while at any of the SNTHS campus sites or parking areas. Students are not to congregate or smoke on neighboring businesses' property or in the line of sight of SNTHS High School.

Tools/School Equipment

Students are responsible for the proper use, care, and storage of all tools and safety equipment issued to them while in their career programs. Any lost, stolen, or damaged tools as a result of improper or unauthorized usage will result in administrative action, which may include tool replacement/repair, suspension, and/or removal from SNTHS.

Bullying, Harassment, and Intimidation is Prohibited in Public Schools

Any behavior that impedes the learning environment and the ability of SNTHS students to learn in a safe and respectful environment is prohibited by law. Any of these offenses may warrant suspension and/or removal from school.

Safe and Respectful Learning Environment (NRS 388.134)

SNTHS– Anti Bullying Policy

SNTHS follows all laws and regulations that pertain to a Safe and Respectful Learning Environment supported by Nevada statute NRS 388.134.

An administrator who receives a report of bullying, cyber-bullying, harassment, or intimidation will address the following issues with the student/employee who was the target of the reported behaviors in a private meeting before assisting the student to complete the Complaint process.

Your Right to File a Complaint

The policy of the SNTHS is that all students and employees shall be free from bullying, cyber-bullying, harassment, and intimidation. All charges of bullying, cyber-bullying, harassment, or intimidation are to be taken very seriously by students, staff, administration, and parents. The school will make every reasonable effort to handle and respond to every charge and complaint filed by students and employees in a fair, thorough, and just manner. Every reasonable effort will be made to protect the due process rights of all victims and all alleged offenders.

Sexual Harassment Policy

The sexual harassment of any employee or student of SNTHS is absolutely forbidden. Any employee who is made aware of an alleged incident of sexual harassment will take immediate action to bring the matter to the attention of the principal. A written description of the event will be requested from both parties.

Sexual Harassment Defined

Sexual harassment is unwanted and unwelcomed behavior of a sexual nature which interferes with a student's right to learn, study, work, achieve or participate in school activities in a comfortable and supportive atmosphere. In school, sexual harassment may result from words or conduct of a sexual nature that offend, stigmatize, demean, frighten or threaten you because of your sex. Sexual harassment may involve a male harassing a female, a male harassing a male, or a female harassing a female, or a female harassing a male.

Examples of behaviors that may be considered sexual harassment include, but are not limited to:

- Comments, gestures or jokes of a sexual nature
- Spreading sexual rumors, commenting about a sexual behavior, or making sexual propositions
- Touching, grabbing, or pinching
- Sexual propositions, extortion or threats
- Sexting or harassment via social media

Student Diverse Gender Identities and Expression Policy

Southern Nevada Trades High School (SNTHS) is committed to creating an inclusive and safe learning environment for all students, regardless of their gender identity or expression. We recognize that gender identity is a fundamental aspect of a person's identity and that students who identify as transgender, gender non-conforming, or non-binary face unique challenges. We aim to ensure that every student feels respected, supported, and valued, and that their rights and needs are protected.

Training:

To achieve our goal of creating an inclusive and safe learning environment, SNTHS will provide regular training to all staff members on diverse gender identity and expression. The training will cover topics such as understanding different gender identities, creating an inclusive classroom, responding to gender-based bullying, and supporting students who are exploring their gender identity.

Training will take place at least once a year and will be mandatory for all staff members. The school will also ensure that new staff members receive this training as part of their induction process.

Engagement of Parents:

SNTHS recognizes the importance of engaging parents and guardians in supporting their children's gender identity and expression. We will hold information sessions for parents and guardians on diverse gender identity and expression, which will provide them with resources and support to help their children feel safe and supported at school.

In addition, we will work closely with parents and guardians to develop individualized plans for supporting their children's gender identity and expression, based on the student's needs and preferences.

Addressing the Rights and Needs of Students:

SNTHS will work to address the rights and needs of all students, including those who identify as transgender, gender non-conforming, or non-binary. We will provide gender-neutral facilities such as restrooms and changing rooms, and allow students to use the facilities that correspond to their gender identity.

We will also work to ensure that school policies and practices do not discriminate against students on the basis of their gender identity or expression. This includes policies related to dress codes, school activities, and other aspects of school life.

To support students who are exploring their gender identity or expression, we will provide access to counseling services and resources, as well as a safe and supportive environment in which to express themselves.

SNTHS is committed to creating an inclusive and safe learning environment for all students, regardless of their gender identity or expression. By providing regular training to staff members, engaging parents and guardians, and addressing the rights and needs of students, we aim to ensure that every student feels respected, supported, and valued.

Process for Filing a Parent Complaint

Southern Nevada Trades High School (SNTHS) is committed to providing a positive and supportive learning environment for all students. We recognize that parents play an important role in their child's education, and we value their feedback and concerns. This complaint process outlines the steps that parents can take to address complaints or concerns they may have about our school.

1. Step 1: Informal Complaint Resolution

Parents are encouraged to first attempt to resolve their concern informally with the teacher or staff member involved. If the concern cannot be resolved at this level, the parent may request a meeting with the school principal to discuss the issue further.

2. Step 2: Formal Complaint Filing

If the parent is not satisfied with the outcome of the meeting or if the concern cannot be resolved informally, the parent should submit a written complaint to the principal. The written complaint should include the following information:

- A description of the problem or concern
- The name(s) of the individual(s) involved
- The dates and times of the incidents
- Any steps that have been taken to resolve the issue

The written complaint should be submitted to the school principal within 10 school days of the incident.

3. Step 3: Investigation

The principal or designee will investigate the complaint and may interview relevant parties and review documentation. The investigation should be completed within 10 business days of receipt of the complaint.

4. Step 4: Response

The principal or designee will provide a written response to the parent within 15 school days. The response will include the following information:

- A summary of the investigation findings
- A determination of whether the complaint is founded or unfounded
- If the complaint is founded, a description of the corrective action(s) to be taken
- Information on the parent's right to appeal the decision

5. Step 5: Appeal Process

If the parent is not satisfied with the response to their complaint, they may appeal the decision to the school's governing board within 10 school days of receiving the response. The appeal should be in writing and should include the following information:

- A statement of the grounds for the appeal
- A copy of the original complaint and response
- Any additional information the parent wishes to provide

The governing board will review the appeal and provide a written response to the parent within 30 school days. The response will include the following information:

- A summary of the appeal findings
- A determination of whether the complaint is founded or unfounded
- If the complaint is founded, a description of the corrective action(s) to be taken

6. Step 6: External Complaint

If the parent is not satisfied with the final decision of the governing board, they may file a complaint with the state charter school authority or other relevant agency.

SNTHS is committed to addressing parent complaints and concerns in a timely and effective manner. This complaint process provides a clear and transparent framework for parents to follow when addressing complaints related to our school.

Student Conduct Code

Introduction

State law charges every teacher and administrator with maintaining order and discipline among students; therefore, SNTHS High School has developed rules, regulations and procedures which will maintain an orderly learning environment in this school.

The following rules, regulations, sanctions, and due process procedures are designed to protect all members of the educational community in the exercise of their rights and duties, in all aspects of their school experience. Students, parents, teachers, and administrators share the responsibility of ensuring appropriate student behavior.

Prohibited Conduct

The commission of or participation in or unlawful attempt of any of the following activities or acts in the school building or on school property is prohibited and may constitute cause for disciplinary action. In addition, students at school-sponsored, off-campus events and those using school-sponsored transportation shall be governed by school rules and regulations and are subject to the authority of school officials. An incident that constitutes the commission of a criminal act may be reported to the Police Department. The student's parent or guardian shall also be notified, if possible. Disciplinary action will be taken by the school, whether criminal charges result.

Criminal Offenses (As defined in applicable statutes or ordinances)

Violation of local, state or federal laws are enforced on properties of SNTHS or at activities sponsored by the school. Examples of such laws are indicated below:

1. **Alcohol:** The possession of, sales and furnishing alcoholic beverages.
2. **Arson:** The intentional setting of fire.
3. **Assault:** Physical or verbal threats with the intent or the ability to carry it through.
4. **Battery:** An unconsented-to touching or application of force to another person.
5. **Bomb Threat/False:** Willfully conveying by mail, written notes, telephone, radio, or any other means of communication, any threat knowing it to be false.
6. **Burglary:** Illegal entry with the intent to commit a crime.
7. **Destruction of Property:** Willfully and maliciously destroying or injuring real or personal property.
8. **Disturbing the Peace:** Maliciously and willfully disturbing the peace of any person; maliciously and willfully interfering with or disturbing persons in the school.
9. **Explosive Devices:** The possession of explosive or incendiary devices.
10. **False Fire Alarms:** False reporting of or transmission of signal knowing same to be false.
11. **Fireworks:** The possession of, sales, furnishing, use or discharge of same.
12. **Indecent Exposure:** An open indecent or obscene exposure of his/her person or the person of another.
13. **Larceny:** Stealing, taking, carrying away property of another.
14. **Libel:** A malicious defamation expressed to impeach a person's honesty, integrity, virtue or reputation.
15. **Marijuana:** The possession of, sales or furnishing marijuana.
16. **Narcotics:** The possession of, sales or furnishing a controlled substance.

17. **Narcotics Paraphernalia:** The possession of, sales, furnishing or use of controlled substance paraphernalia.
18. **Profanity:** Use of vile or indecent language.
19. **Robbery:** The unlawful taking of personal property from the person of another or in his presence, against his will, by means of force or violence or fear of injury.
20. **Stolen Property:** Receiving or possessing property of another, knowing or under such circumstances as would cause a reasonable person to know they were so obtained.
21. **Tampering With Motor Vehicles:** Willfully break, injure, tamper, remove parts,
22. deface a vehicle; without consent of owner, climb into or upon a vehicle with intent to injure; to manipulate any levers while vehicle is at rest or unattended or to set vehicle in motion.
23. **Trespass:** To be upon the property of another without permission of the owner and to stay upon same after warning. To be on school property or at a school function while under suspension from school.
24. **Weapons:**
 - a) Brandishing any knife, blackjack, slingshot, billy, sand club, sandbag, metal knuckles, explosive substance, dirk, dagger, pistol, revolver, or other firearm or other deadly weapon in a rude, angry, or threatening manner or to use same in any fight or quarrel.
 - b) Concealed - It is unlawful for any person to carry any concealed weapon commonly known as a knife, blackjack, slingshot, billy, sand club, sandbag, metal knuckles, explosive substance, dirk, dagger, pistol, revolver or other firearm, or other dangerous weapon.
 - c) Possession - It is unlawful for any person to possess any weapon commonly known as a knife, nunchaku, blackjack, slingshot, billy, sand club, sandbag, metal knuckles, explosive substance, dirk, dagger, pistol, revolver or other firearms, or other dangerous weapon, or to possess any other object which is used, or threatened to be used, in such a manner and under such circumstances as to pose a threat of, or cause bodily injury to a person.
 - d) For the purpose of this regulation, and consistent with both NRS 202.265 and 202.253 - "Firearm" means: Any device from which a metallic projective, including any ball bearing or pellet, may be expelled by means of spring, gas, air, or other force, or any device designed to be used as a weapon from which a projectile may be expelled through the barrel by the force of any explosion or other form of combustion.
25. **In addition,** violation of other federal or state criminal laws of local ordinances at school, at school-sponsored activities or on school-sponsored transportation, is prohibited.

All of these offenses may warrant removal from SNTHS.

SNTHS Offenses

The following non-criminal activities may also lead to disciplinary action. Generally, these are acts that disrupt and interfere with the educational process or with the rights of other members of the educational community. This is not an exhaustive list. There may be other activities, which in the opinion of the school administration, may lead to disciplinary action.

1. **Alcoholic Beverages:** Being on campus, on school sponsored transportation or at a school-sponsored activity after having consumed an alcoholic beverage.
2. **Disobedience, Insolence, and Insubordination:** Students must obey the instructions of school personnel.
3. **Disruptive Conduct:** Conduct which interferes with the educational process. **NOTE:** Serious situations may be handled under criminal sanctions.
4. **Fighting:** SNTHS has no tolerance for violence.

5. **Hazing:** Any act which forces another student to undergo a humiliating or abusive ordeal, as in initiations.
6. **Inappropriate Dress and Appearance:** Dress and appearance must not present potential health or safety problems or cause disruptions.
7. **Misconduct on School Vehicles:** Any action which creates a safety hazard or distracts the attention of the driver.
8. **Plagiarism and Cheating:** Passing off another's answers, ideas, words or work as one's own or using unauthorized notes during a quiz or test.
9. **Possession and Use of Tobacco, Cigarettes, E-Cigarettes, Chew, etc.,** on school property or at a school-sponsored activity.
10. **Sexual Harassment:** A student should not be sexually harassed, discriminated against, denied a benefit, or excluded from participation in any SNTHS educational program or activity as guaranteed by Title IX of the Educational Amendments of 1972. Sexual harassment is defined as the verbal or physical conduct of a sexual nature, imposed on the basis of sex, by an employee or agent of the school or by a student. No student shall be denied or limited to the provision of aid, benefits, services, or treatment protected under Title IX.
11. **Spreading False or Unsubstantiated Information** in writing or verbally about
12. a person and harming his/her reputation.
13. **Traffic violations on school grounds.**
14. **Truancy:** Being absent from school without a valid excuse acceptable to SNTHS.
15. **Gang Activity**

All of these offenses may warrant suspension and/or removal from SNTHS.

Sanctions

Each teacher has the authority to remove students temporarily from class or to discipline students for cause. Discipline decisions are based upon the school Progressive Discipline Plan.

When it has been determined that a law, a regulation, or a school rule has been violated, appropriate disciplinary action will be taken. Disciplinary action may include but is not limited to:

1. Notification of the Police Department when it appears that a law may have been violated.
2. Expulsion: The removal of a student from further attendance in the school as required by the state for certain offenses.
3. Suspension: The temporary removal of a student from school or from school-sponsored activities.
4. Removal from SNTHS: Two or more violations of school rules will result in the continuation of progressive discipline which may include, but is not limited to, the removal of the student from SNTHS and a referral to the student's zoned high school.

State Mandated Expulsion for a Firearm and or Deadly Weapon (NRS 392.466.3)

There is certain conduct for which the state mandates expulsion:

1. **One Year Expulsion.** The school must expel any student for a period of not less than one year from school if at any time the student is found in possession of a firearm or dangerous weapon at any activity sponsored by a public school or on any school bus.

2. **Permanent Expulsion.** The school must permanently expel a student from the school he/she attends if the student commits any offense for the second time that requires a state mandated suspension for the first occurrence.

Suspension or Expulsion (NRS 392.466):

By state law a student may be suspended for at least a period equal to one (1) semester or expelled from school for the reasons listed below. Students may be permanently removed from SNTHS for these offenses.

1. On the first occurrence, the student commits a battery, which results in the bodily injury of an employee of the school while on the premises of any public school, at any activity sponsored by a public school, or on any school bus.
2. On the first occurrence, the student sells or distributes any controlled substance while on the premises of any public school, at any activity sponsored by a public school, or on any school bus.
3. In one school year, there is written evidence that the student has threatened or extorted or attempted to threaten or extort another student, teacher or other personnel employed by the school two or more times or the pupil has a record of five significant suspensions from the school for any reason; and the pupil has not entered into and participated in a plan of behavior.
4. In one school year, there is written evidence that the student has been suspended for initiating without provocation, at least two (2) fights on school property.

Suspensions

Suspension is the temporary removal of a student from school or from school-sponsored activities. Students may be suspended for the following reasons:

- Violation of any state law or local ordinance in a school building, on school grounds, or at a school-sponsored activity
- Violation of school rules or regulations established under Board Policy.
- Student's actions or inactions at school or school-sponsored activity which disrupt, interfere with, or pose a threat to the educational program, to other students, to staff, to visitors or to the student personally.

Per NRS 392.4657 a suspended student is prohibited from attending school for 3 or more consecutive days; and requires a conference with the student and their legal guardian. Students who are being suspended will participate in a plan of behavior agreed upon by the school, student, and parent/guardian. This plan will be designed to help mitigate and correct the unwanted behavior.

In accordance with **NRS 392.4655** any pupil with a record of **5** suspensions in a school year and has not participated in or opts out of the plan of behavior will be deemed a habitual discipline problem and may be suspended from school for a period equal to at least one school semester or expelled from SNTHS.

Parents Shall Be Notified whenever a student is suspended. School work missed as a result of suspension will be provided to the student by their teacher(s). Not participating in this school work may result in a lower grade for the semester.

Types of Suspension

Emergency Suspension: The principal or his or her designee may suspend any student whose conduct is determined to be a clear threat to the physical safety of others, or to the property interest of others, or is so extremely disruptive as to make the student's temporary removal necessary to preserve the right of other students to pursue an education.

Short-Term Suspension: The removal of a student from the school for a period less than 10 days. The student is not allowed to attend any class or school-sponsored activity or be on school property for the duration of the suspension.

In-School Suspension: Removal of a student from his/her classes and all school activities for no more than ten days. During the term of the suspension, the student will remain in a separate supervised area of the school.

Searches of Students

The primary function of the school is education. A decision to search a student, his/her possessions, or any school property or area assigned to him/her for his/her individual use shall be made in accordance with the following guidelines:

The student has a right of privacy in his/her person, his/her personal belongings and effects and his/her personal automobile parked on school grounds; but that right is limited by the needs of all students for a safe, calm, and orderly school environment.

A teacher, administrator or other school employee designated by an administrator may search the person of any student, the personal effects in the student's possession, or any student's automobile parked on school grounds, under any of the following:

- The search is made in connection with a lawful arrest
- The search is made with the voluntary consent of the student
- The search is conducted on the reasonable suspicion that the student is engaged in an activity which violates a law or published school rule, regulation or policy or that the student is carrying, concealing or sequestering material the possession of which is prohibited by law or by published school rule, regulation or policy

Canine Searches

The school may conduct canine searches of school hallways, classrooms, buildings, parking lots, and other school property through the use of a canine unit. A canine unit consists of a qualified handler and a dog especially trained to detect illegal or prohibited substances, weapons, or bombs.

Appeal for Suspension

Suspension appeals from SNTHS will be coordinated with one of the school's designees. In most cases this will be either the school's Principal or Executive Director. The appeal must be initiated within 3 school days of the suspension notification. The appeal must be completed in writing by a parent or guardian.

The following steps need to be followed:

Step 1: If a parent feels that the suspension from SNTHS is inappropriate, the parent must request a meeting in writing with the assigned designee by utilizing the SNTHS Suspension Appeals Form. The designee will meet with the parent to review the suspension within 2 school days of receipt of the appeal. The designee will take all available information from those involved (student, parent, staff, assistant principal, etc.) and will decide on the student's suspension status. The decision of the board designee regarding suspension will be final.

Step 2: The school (administrators, teachers, and staff) along with the student and families will help create a restorative discipline plan to be set in place for when the student returns. The plan will help with student accountability, restore relationships that have been harmed, and help make things right.

The school will review all circumstances and decisions and will make sure SNTHS is in complete compliance with the Americans with Disabilities Education Act

Appeal for Removal/Expulsion

Removal appeals from SNTHS will be coordinated through the Principal. If a parent feels that the removal from SNTHS was inappropriate, they should request a meeting with the Board President in writing through the Principal. The Board President will make a decision on the appeal. If the parent disagrees with the President's decision, they may appeal the President's decision to SNTHS's full governing board. The parents must request time on the board agenda for a closed session to hear the appeal. All agenda items must be publicly noticed within the guidelines for Nevada Open Meeting Laws. The student will be placed on emergency suspension until the next board meeting where the item can be legally noticed (this may be up to 30 days). The governing board's decision is final.

Access To Student Educational Records

Parents' and Students' Rights Concerning Student Records

The SNTHS Board of Directors recognizes the rights of students who are 18 years of age or older to inspect their own student records. In the case of students under 18 years of age, the Board recognizes the rights of their parents or legal guardians to inspect their children's student records. Further, the Board also recognizes that the privacy of such records shall be protected.

Family Education Rights and Privacy Act (FERPA)

Most information about SNTHS students cannot be made public without the consent of parents or guardians. Federal law prohibits schools or the district from releasing information without permission, except for what is termed "directory information" (defined below). According to the Federal Family Educational Rights and Privacy Act of 1974 (FERPA), directory information about students may be released by the district without parental consent, provided annual notification has been given and the school does not have on file written denial to release directory information. However, schools do use discretion when they receive requests for directory information and will not release such information if it is the principal's judgment that releasing such information would not be in the best interest of the student.

Parents and guardians or students 18 years of age or older who do NOT want directory information released must notify the school principal prior to October 1. A simple form has been created for this purpose and it is available at all high schools. This form allows for the information to be withheld from everyone, or just from military recruiters. If the form is not received by the school prior to October 1, the school and the district will assume that consent has been given.

The district's policies on access to student information are in compliance with FERPA and Nevada Revised Statute (NRS) 392.029 of the 1997 legislative session.

What is general directory information?

Certain information is made available to most other individuals only with parental written permission. Activities such as awards, scholarships, college/technical school information and various school publications such as yearbooks and athletic programs, however, require the use of some general information about students. Such information is called *general directory information*. Examples of *general directory information* are:

- Name, address, telephone listing, e-mail address
- Date and place of birth, photographs
- Participation in officially recognized activities and sports
- Field of study
- Weight and height of athletes
- Enrollment status
- Degrees and awards received
- Dates of attendance
- Most recent previous school attended

- Grade level

Parents have the right to see any documents or materials directly related to their children that are kept within the school or Clark County School District offices.

Who may obtain such information?

- All legal parents and legal guardians. In the case of divorce, custodial and noncustodial parents have access to the child's record, unless a legally binding document declares differently.
- Children over the age of 18, emancipated minors, or those attending post-secondary institutions.
- School officials or researchers working with the District or Nevada Department of Education with a legitimate educational interest.
- School officials in a district to which the child intends to transfer.
- Individuals connected with a health or safety emergency.
- In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA) to provide military recruiters, upon request, with three directory information categories – names, addresses and telephone listings – unless parents (or students) have advised the LEA in writing by October 1st that they do not want the student's information disclosed without prior written consent.

For additional information on FERPA or NPRA, contact the school principal.

Additional Resources:

The state department:

Nevada Department of Education
700 East Fifth Street
Carson City, Nevada 89710
Phone: (775) 687-9181

Parents/eligible students who believe their rights may have been violated may file a complaint by writing or phoning the Family Policy Compliance Office:

Family Policy and Compliance Office
400 Maryland Avenue, SW
Washington, DC 20202-4605
Phone: (202) 260-3887

Equal Opportunity In Employment And Education Complaint Procedure

Any student or employee of SNTHS who believes he/she has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity because of a handicapping condition, as guaranteed by Section 504 of the Handicap Rehabilitation Act of 1973; age, racial or religious bias as guaranteed by Title VI of the Civil Rights Act of 1964; disability as described by Title I of the Americans With Disabilities Act (ADA); or been subject to harassment or sexual discrimination as described by Title IX of the Educational Amendments of 1972; may file a written complaint with the person indicated on the Complaint Form. A compliance committee composed of three persons designated by the Principal in consultation with the Board of Directors with shall review the written complaint and hear evidence concerning the complaint, if necessary. A written decision shall be made by the committee within ten days after the receipt of the complaint or the close of the hearing, whichever last occurs, and mailed to the complainant by registered mail.

If the complainant is not satisfied with the decision, he or she may submit a written appeal to the President of the Board of Directors within ten working days after receipt of the written decision indicating with particularity the nature of disagreement with the decision and his or her reasons underlying such agreement. The President or his/her designee shall consider the appeal within ten working days after receipt of the appeal on the basis of a record presented before the committee and shall provide the complainant with a written decision by registered mail within twenty working days following receipt of the written appeal.

Transcripts

The school will forward educational records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll provided release has been signed by the student if over 18 years of age or a parent or guardian if the student is under 18 years of age.

University And College Entrance Requirements

It is strongly recommended that the student personally contact the college of his/her choice in order to learn the admission requirements.



Parents and Student Acknowledgement

Parents and students: Please read the statements below, check each box, sign, and date the form, and return to school.

- I accept the responsibilities expected of me as a student enrolled in Southern Nevada Trades High School.
- I accept the responsibilities expected of me as a parent/guardian of a student enrolled in Southern Nevada Trades High School.
- We acknowledge that we have read the policies, procedures, rules, regulations, and practices presented in the Student Discipline Policies.

Name of Student (Please Print)

Student's Signature

Name of Parent/Guardian (Please Print)

Parent/Guardian's Signature

Date

This completed form must be signed and returned to the student's 1st period teacher. No later than August 22, 2023.

Appendixes

1. Special Education Policies & Procedures Manual

Chapter 1 Introduction

Introduction

This chapter serves as the introduction to the charter school Special Education Procedures Manual.

- 1.1 Purpose of this Manual
- 1.2 Applicable Laws and Regulations
- 1.3 Free Appropriate Public Education
- 1.4 Overview of Manual

1.1 Purpose Of This Manual

This manual is designed for use by teachers, administrators, parents, service providers, professionals, and others involved in the identification, evaluation, and education of students with disabilities at the charter school. The manual is intended to guide the user in complying with federal and state legal requirements as they apply to the charter school interaction with students with disabilities and their parents/guardians.

This manual frequently refers to the charter school personnel who are responsible for carrying out certain activities, as well as the appropriate contacts if issues arise. If the charter school personnel have any questions regarding the use or interpretation of this manual or any legal or other issues affecting students with disabilities, they should contact their Site Administrator or the State Public Charter School Authority (SPCSA).

1.2 Applicable Laws And Regulations

1.2.1 *Individuals with Disabilities Education Improvement Act (IDEA)*

- a. The Individuals with Disabilities Education Improvement Act of 2004, often referred to as “IDEA,” provides federal funds to state and local agencies for the education of eligible students with disabilities. In order to be eligible to receive services under IDEA, a student must be determined to be a child with a disability **and** to need special education and related services (each as defined under IDEA).
- b. The charter school receives IDEA funds for the education of students with disabilities only if it complies with specific requirements of IDEA. They include, among other things, the requirement to identify and evaluate students who may have disabilities, to determine the eligibility of such students, to develop individualized education programs, to place students in appropriate settings, to follow certain procedural safeguards (including in connection with disciplinary actions), and to protect the confidentiality of student records. These requirements are discussed in more detail throughout this manual.
- c. Congress made changes to IDEA in 2004, and the U.S. Department of Education revised the regulations on August 14, 2006 and December 1, 2008. This manual incorporates those changes.

1.2.2 *State of Nevada Requirements*

- a. The State of Nevada has adopted its own laws and regulations covering the education of students with disabilities. These largely emulate the requirements of the federal laws and regulations discussed above but,

in some instances, expand on the federal requirements. The Nevada requirements are incorporated throughout this manual.

1.2.3 *Settlement Agreements and Similar Requirements*

- a. From time to time, the charter school may enter into mediation, resolution, and/or settlement agreements or compliance plans in connection with administrative or court actions against the charter school involving the education of students with disabilities. The terms of such agreements must be carried out by the charter school in addition to the federal and state requirements discussed above.

1.3 *Free Appropriate Public Education*

IDEA requires that a student who meets eligibility criteria for special education services is entitled to receive a free appropriate public education, often referred to as “FAPE”. Due to the meaning of FAPE being important to all the topics covered in this manual, this section discusses its meaning in detail.

1.3.1. *Definition*

The regulations implementing IDEA define free appropriate public education (FAPE) to mean special education and related services that:

- a. Are provided at public expense, under public supervision and direction, and without charge;
- b. Meet the standards of the Nevada Department of Education, including the requirements of IDEA;
- c. Include preschool, elementary school, or secondary school education for students 3-21 in the State of Nevada; and
- d. Are provided in conformity with an Individualized Education Program (IEP) that meets the requirements described in Chapter 7.0- Individualized Education Programs of this manual. The meaning of special education and related services is discussed in Chapter 7.0 – Individualized Education Programs. Other components of FAPE are discussed in greater detail below.
 - **Free:** For purposes of FAPE, the term free means that required services are provided without cost to the student’s parents/guardians. There may be other governmental agencies, insurers, or third parties (e.g. Medicaid) that have an obligation to provide or pay for services required under IDEA, Section 504 of the Rehabilitation Act of 1973 (Section 504); or the American with Disabilities Act (ADA). That said, the IDEA regulations specify that the charter school may access a parent’s private insurance proceeds only if the parent provides informed consent as described in Chapter 2.0 – Procedural Safeguards. Informed parental consent must be obtained each time the parent’s private insurance is accessed, and the parent must be informed that his or her refusal to consent does not relieve the charter school of its responsibility to ensure that all required IDEA services are provided at no cost to the parents. The IDEA regulations also provide that the charter school may not:
 - require of a student with a disability to sign up for or enroll in public insurance programs in order for their child to receive FAPE under IDEA;
 - require parents to incur an out-of-pocket expense such as payment of a deductible or co-pay amount incurred in filing a claim for services provided under IDEA;
 - use a student’s benefits under a public insurance program if that use would
 - A. decrease available lifetime coverage or any other insured benefit;
 - B. result in the family paying for service that would otherwise be covered by the public insurance program and that are required for the student outside of the time the student is in school;
 - C. increase premiums or lead to the discontinuation of insurance; or
 - D. risk loss of eligibility for home and community-based waivers, based on aggregate health- related expenditures.

For assistance in locating potential sources of services or funding for services to meet FAPE, requirements, the charter school personnel should contact the charter school Site Administrator. The requirement that services be provided without cost to the student's parents applies only to the costs of special education and related services. The charter school may charge the parents/guardians of students with disabilities any incidental fees that are normally charged to students without disabilities or their parents as part of the general education program. For example, fees may be charged for classroom supplies, art supplies, etc., if parents of students without disabilities are charged for the same supplies and the supplies are not part of the student's special education and related services.

- **Appropriate:** The meaning of the term appropriate will depend on the unique needs of the individual student. Under IDEA, an appropriate education to a student with a disability is provided when:
 - Charter school personnel will comply with Nevada Administrative Code (NAC), applicable federal law, and procedural requirements described in this manual; and
 - the individualized education program developed for the student (as described in Chapter 7.0 – Individualized Education Program) is reasonably calculated to enable the student to receive educational benefit. The charter school is not required to provide the best possible education for a student with disability. However, the charter school must provide a program that is designed to provide some educational benefit to the student. These educational benefits must be more than minimal, meaning that the program must be designed to result in some tangible gain in the student's abilities.
 - **Public:** The term public education means one that meets the standards establish by the Nevada Department of Education, including standards that relate to compliance with IDEA. This requirement does not mean that a student cannot be placed in a private school or facility if the Multidisciplinary Team determines that such a placement is needed to provide FAPE.

1.3.2. *Students Who are Entitled to FAPE*

- a. Generally the charter school is required to ensure FAPE is available to all students with disabilities, age 3 through 21, residing in Nevada and attending the charter school, including students with disabilities who have been suspended or expelled from school. FAPE includes the requirement that the charter school engage in appropriate child identification activities while enrolled in the charter school. These requirements are discussed in Chapter 4.0 --- IDENTIFICATION.
- b. **Suspensions and Expulsions**
The FAPE requirements specifically apply to students who have been suspended or expelled. For a discussion of the requirements for disciplinary action against a student with a disability, please refer to Chapter 9.0 – Discipline.
- c. **When the FAPE Requirement Terminates**
The charter school's obligation to provide FAPE to a student ends when:
 - The student is found not eligible through reevaluation;
 - The student graduates with an Option One/Standard diploma;
 - The student ages out at 22 years old;
 - The parent provides the charter school with a written revocation of consent and the charter school issues a prior notice of revocation of services; or
 - A hearing officer orders thetermination. NOTE: See Chapter 7 for Option 2 information.
- d. **Students in Private Schools**
 - If the charter school has made FAPE available to a student in a timely manner, and the

student's parent(s) nevertheless unilaterally place(s) the student in a private school or facility, the charter school is not obligated to pay the costs of the private school placement. These provisions, as well as certain other limitations on the FAPE requirement for students in private schools, are described in Chapter 8.0—Placement.

e. **Students in Adult Prisons**

Under IDEA regulations and Nevada requirements, a student aged 18 through 21 may not be eligible to receive FAPE if:

- He or she is incarcerated in an adult correctional facility;
- Was not identified as a student with a disability before the incarceration; and
- Did not have an IEP.

These provisions are discussed in Chapter 6.0 – Eligibility.

1.3.3. *Other Terms Defined in This Manual*

Many other important terms are used routinely in connection with students with disabilities. These terms are defined and discussed in context, in the chapters covering the related areas.

1.4 Overview Of The Manual

1.4.1 *Introduction*

This manual is organized in ten chapters, each covering a particular stage in the process of ensuring that students with disabilities receive a free appropriate public education.

1.4.2 *Procedural Safeguards*

Chapter 2.0 addresses the procedural safeguards afforded to parents and students under federal and state law. These safeguards include provisions regarding notice, consent, and participation in certain decisions, as well as requirements for mediation, due process hearing, state complaints, and civil actions.

1.4.3 *Prior Notice*

Chapter 3.0 addresses prior notices which are required to be given to parents under federal and state law. The notices include Parental Prior Notice of the charter school Proposal, Parental Prior Notice- Proposed Meeting Arrangements, Parental Notice of the charter school Refusal, and Notice of Intent to Implement IEP.

1.4.4 *Identification*

Chapter 4.0 addresses requirements for identification of students who may be covered by federal or state protections relating to persons with disabilities. These requirements include child identification obligations and the process for referring a student for an evaluation. This chapter also discussed intervention measures that may be appropriate for a student who has not yet been identified as having a disability.

1.4.5 *Evaluation*

Chapter 5.0 addresses the process for evaluating a student to determine whether he or she may have or continues to have a disability. The chapter also discusses the requirements for persons who are involved in an evaluation, as well as certain procedural requirements designed to keep parents informed of and involved in their child's evaluation.

1.4.6 *Eligibility*

Chapter 6.0 addresses the requirements for determining whether a student has a disability and is entitled to receive services under IDEA or the protections of Section 504 and ADA. These requirements include provisions governing the Multidisciplinary Team and its eligibility determinations.

1.4.7 *Individualized Education Programs (IEPs)*

Chapter 7.0 addresses the development and revision of a student's IEP. The chapter discusses the procedural and

substantive requirements for an IEP.

1.4.8 Placement

Chapter 8.0 addresses the process for ensuring that a student is placed in an appropriate setting in accordance with state and federal special education law. The chapter discusses the options available for placement in the least restrictive environment (LRE) and specific requirements for certain types of placements.

1.4.9 Discipline

Chapter 9.0 addresses the special provisions applicable to governing disciplinary actions involving students with disabilities. It discusses the procedural safeguards that are provided during the student disciplinary process, as well as parents' rights to challenge disciplinary actions.

1.4.10 Student Records and Confidentiality

Chapter 10.0 addresses the requirements for the charter school handling of the records of students with disabilities.

Chapter 2 Procedural Safeguards

Introduction

The charter school is required to establish, maintain, and implement procedural safeguards as described in this Chapter. This chapter describes:

- 2.1 Parents and Communications with Parents
- 2.2 Notices and Opportunities to Participate
- 2.3 Consent
- 2.4 Student Records
- 2.5 Independent Educational Evaluations
- 2.6 Disciplinary Placements
- 2.7 Mediation
- 2.8 Due Process
- 2.9 Civil Actions
- 2.10 State Complaints
- 2.11 Attorney's Fees

2.1 Parents And Communications With Parents

2.1.1. Definition of Parent

The use of the term "parent" includes:

- a. Child's biological or adoptive parent;
- b. Foster parent when:
 - The biological parent's authority to make educational decisions on the student's behalf has been terminated under State law,
 - The foster parent has an ongoing, long-term parental relationship with the student,
 - The foster parent is willing to make the educational decisions required of the parent under IDEA, and
 - The foster parent has no interest that would conflict with the interests of the student.
- c. Guardian authorized to act as a child's parent or authorized to make educational decisions by a court of law;

- d. Individual acting in place of a biological or adoptive parent (grandparent, stepparent or other relative) with whom the child lives, or who is legally responsible;
- e. Surrogate parent;
 - Surrogate must be appointed whenever:
 - parents cannot be identified
 - parents cannot be located after reasonable efforts
 - the child is a ward of the State (surrogate may be appointed by judge)
 - the child is an unaccompanied homeless youth; or

The Surrogate parent represents the child in all matters concerning the identification, evaluation, and educational placement of the child, and the provision of FAPE.

When more than one party is qualified to act as a parent, it must be presumed the biological or adoptive parent is the parent unless they do not have legal authority to make educational decisions for the student.

In the cases described above, the Site Administrator (or designee) should request an appointment with the surrogate parent.

2.1.2. *Transfer of Parental Rights to the Student*

In certain circumstances, the parent’s rights will transfer to the student, and after rights have transferred, references to “parent” in this manual should be read to mean the student.

2.1.3. *The parent’s rights under IDEA generally transfer to the student:*

- a. when the student reaches age 18; or
- b. if the student is incarcerated in an adult or juvenile, state or local, correctional institution.

2.1.4. *The parent’s rights under IDEA do not transfer to the student if:*

- a. the student is adjudged incompetent and a court appoints a guardian for the student; or
- b. the student’s parent submits an application (Notice of Application to Represent the Educational Interests of the Special Education Student at the Age of Majority) to the court system to continue to represent their child’s special education interests and whose child participates in the state’s alternate assessment.

2.1.5. Even after the parent’s rights transfer to the student, any notices which ordinarily are required to go to the parent must be provided to both the parent and the student. All other rights accorded to parent under IDEA will transfer to the student. However, at the discretion of the student or the charter school, the parent could be invited to attend the IEP meetings as “individuals who have knowledge or special expertise” regarding the student. The student and or their parent are to be notified of the transfer of IDEA rights to the student through the IEP process, beginning when the student reaches age 17, as described in Chapter 7 – Individualized Education Programs, and when the parent’s rights transfer to the student.

2.1.6. *Native Language or Mode of Communication*

The native language of a parent with limited English proficiency means the language normally used by the parent. The native language of a student with limited English proficiency means the language normally used by the parent of the student. However, for purposes of all direct contact with the student (including evaluation of the student), the student’s native language is the language normally used by the student in the home or learning environment. If a person has deafness or blindness or does not have a written language, the mode of communication would be the type of communication which is normally used by that person (e.g., sign language, Braille, or oral communication).

2.1.7. *If a parent has limited English proficiency based on the Home Language Survey:*

- a. Special Education service provider will contact a translation or interpreting service to contract for their services unless the parent/guardian waives translation services and they sign a translation waiver form. (Form in Appendix) Note: Certified interpreters must be used. (i.e. ALS Global is an example of a vendor who can provide translation services in 240 languages.)

2.2 Notices And Opportunities To Participate

2.2.1. *Notices of Meetings and Other Actions*

Written prior notice that meets the requirements described in this Section must be given to the parent of a student in a reasonable time. Reasonable time is defined as no less than 5 schools days (the charter school best practice is 10 days) unless both parties agree otherwise. The prior notice must be provided before the charter school proposes or refused to initiate or change the student's:

- a. Identification as a child with a disability;
- b. Evaluation;
- c. Educational placement; or
- d. Provision of a free appropriate public education (FAPE).

2.2.2. *The required notice must include:*

- a. a description of the action proposed or refused by the charter school;
- b. an explanation of why the charter school proposes or refuses to take action;
- c. a description of any options that the charter school considered and the reasons why those options were rejected;
- d. a description of each evaluation procedure, assessment, record, or report the charter school relied upon when the action was proposed or refused;
- e. a description of any other factors that are relevant to the charter school's proposal or refusal;
- f. a statement that the parents of a student with a disability have protection under the procedural safeguards described in this Chapter; and
- g. sources for parent to contact to obtain assistance in understanding the provisions of the IDEA.

2.2.3. Notice to parent must be written in a language understandable to the general public, and provided in the native language of the parent, or other mode of communication used by the parent. The charter school will take the following steps to ensure the parent/guardian's language needs are addressed:

- a. The special education service provider will translate the notice information. The special education service provider will use the Infinite Campus IEP Management system to translate the notices for the parent/guardian in their native language.
- b. If the charter school and the Infinite Campus IEP Management system are unable to translate the notice information into the parent/guardian's native language, the special education service provider will contact an appropriate public entity for technical support.
- c. In addition to written notice, the notice should be translated orally to the parent/guardian in his or her native language or other mode of communication;
- d. Confirmation will be received that the parent/guardian understands the content of the notice; and
- e. That there is written evidence in the student's confidential folder that these requirements have been met.

2.2.4. Copies of the notice forms sent to parent must be filed in the student's confidential folder, or if the student does not have a confidential folder, the student's cumulative folder. Copies of the notice forms for an IEP meeting should be filed with the student's IEP in the confidential folder.

2.2.5. *Procedural Safeguards Notice*

The charter school personnel must give parent a copy of the procedural safeguards notice, at minimum:

- a. Upon initial referral or parent request for evaluation;
- b. At least once per year;
- c. When parent requests a copy;
- d. Upon first request for due process hearing;
- e. First filing of a state complaint during the school year; and
- f. When the charter school proposes a suspension that will result in a disciplinary change of placement.

2.2.6. *Opportunity to Participate in Meetings and Decisions*

Parent must be given an opportunity to participate in meetings with respect to:

- a. Identification;
- b. Evaluation; and
- c. Educational placement of the student; and
- d. The provision of FAPE to the student.

2.2.7. *“Meeting”*

The term meeting does not include informal or unscheduled conversations involving the charter school personnel and conversations on issues as teaching methodology, lesson plans, or coordination of service provision if those issues are not addressed in the student’s IEP. The term also does not include preparatory activities that the charter school personnel engage in to develop a proposal or to prepare a response to a parent proposal that will be discussed at a later meeting. For example, if a member of an IEP Team contacted an Occupational Therapist for ideas about possible fine motor intervention strategies to discuss at an IEP meeting, the conversation between the IEP Team member and the Occupational Therapist would not be a “meeting” requiring an opportunity for parent participation.

2.2.8. The Site Administrator (or designee) also must take steps to ensure that the meeting is scheduled at a mutually convenient time and place. If neither parent can physically attend the meeting, the Site Administrator (or designee) must use other methods to ensure parent participation, including individual or conference telephone calls or video conferencing. A decision may be made by a group without the involvement of the student’s parent if the charter school personnel are unable to obtain the parent’s participation in the decision. In such cases, all efforts to ensure the parent’s participation must be documented in the student’s confidential folder, including at a minimum:

- a. Detailed records of telephone calls made or attempted and the results of those calls (it is the charter school Best Practice that at least two phone calls be made to confirm with parents that meeting arrangements have been sent home and that follow-up calls be made if the charter school staff are unable to speak with the parent directly over the phone.);
- b. Copies of correspondence sent to the parent and any responses received (it is the charter school Best Practice that at least one notice be sent by regular mail); and
- c. Detailed records of visits made to the parent’s home or place of employment and the results of those visits.

2.2.9. The charter school personnel must make reasonable efforts to ensure that the parent understands, and is able to participate in any group discussions relating to the educational decision for the student. The efforts should include arranging for an interpreter for parents who are deaf or hard of hearing or whose native language is other than English.

For additional information regarding Parent Participation in Meetings, see Chapter 3 Prior Notice.

2.3 Consent

2.3.1. Definition

Certain actions with respect to a student with a disability require parental consent, as described below in this Section. Consent means that:

- a. The parent has been fully informed of all the information relevant to the activity for which consent is sought, in the parent's native language or other mode of communication;
- b. The parent understands and agrees in writing to the carrying out of the activity for which consent is sought, and the consent describes that activity and lists the records (if any) that will be released and to whom; and
- c. The parent understands that the granting of consent is voluntary and may be revoked at any time.

2.3.2. If a parent revokes consent for evaluation, the revocation is not retroactive. That is, the revocation does not invalidate actions that were taken between the time consent was granted and the time it was revoked. For example, if a parent consents to an evaluation of a student but later revokes that consent, the revocation does not invalidate steps to conduct evaluation components taken by the charter school personnel between the time consent was given and the time it was revoked.

2.3.3. When Consent is Required

Parental consent must be obtained before:

- a. Conducting an initial evaluation.
- b. Conducting a re-evaluation with or without additional assessments.

Parental consent to an initial evaluation does not constitute consent to the initial placement in Special Education.

- If the parent refuses to consent or does not respond to the charter school's request for consent for initial evaluation, the charter school may, but is not required to, request mediation or request a due process hearing to the Nevada Department of Education to override the parent's refusal
- If the parent refuses to consent or does not respond to the charter school's request for consent to provide special education through specially designed instruction and related services to the student ***for the first time***, the charter school cannot use mediation or due process to override the parent's lack of consent. If the parent does not provide consent for initial provision of special education and related services, the charter school will not be required to develop an IEP and will not be in violation of the obligation to make a free appropriate public education available to the student.
- If the parent refused to consent or does not respond to the charter school's request for consent for a re-evaluation, the charter school may, but is not required to, request mediation or request a due process hearing to override the parent's refusal.

NOTE: See Chapter 5 for further information.

2.3.4. Parental consent is not required before:

- a. reviewing existing data as part of an evaluation or reevaluation under the IDEA and Nevada regulations, (informed parental consent need not be obtained for a reevaluation of a student **if** the charter school personnel can demonstrate that they have taken reasonable measures to obtain parental consent, and the student's parent has failed to respond); or
- b. administering a test or other evaluation that is administered to all students unless, before administration of that test or evaluation, consent is required of parents of all children.

2.3.5. To demonstrate that they have taken reasonable measures to obtain consent, the charter school personnel must have record in the student's confidential folder of all attempts to obtain consent, including:

- a. detailed records of telephone calls made or attempted and the results of those calls (it is the charter

school Best Practice that at least two telephone calls be made and that follow-up calls be made if the charter school staff are unable to speak with the parent directly over the phone);

- b. copies of correspondence sent to the parent and any responses received (it is the charter school Best Practice that at least one notice be sent by regular mail); and
- c. detailed records of visits made to the parent's home or place of employment and the results of those visits.

2.3.6. *Revocation of Consent*

- a. The parent has the right to revoke consent for the continued provision of special education and related services by submitting a written request for the revocation to the Site Administrator of the charter school.
 - The SPCSA may not initiate a due process hearing or mediation procedures to continue special education and related services for a student when the parent has revoked consent.
 - If, at a later date, the parent requests that special education services be reinstated, the request would be treated as an initial referral and offered an evaluation in the same manner as any other student suspected of having a disability.
 - If the parent requests that special education records are expunged, Family Educational Rights and Privacy Act (FERPA) procedures under IDEA should be followed. The charter school is deemed not to have knowledge of a suspicion of a disability and the student will be disciplined as a general education student.
 - A parent cannot revoke one service. 1) The parent consent is for initial provision of ALL special education and related services, not for a particular service. 2) For example: a parent cannot revoke resource services but keep the speech and language services. 3) If a parent disagrees with the provision of any particular service, they can pursue their due process rights by requesting a hearing.

2.4 Student Records

2.4.1. *Under the Family Education Rights and Privacy Act (FERPA), a parent has the right to:*

- a. inspect and review all student's educational records; and
 - the charter school personnel will explain and interpret the records.
 - the charter school may charge a fee for copies of records that are made.
- b. give written permission before the charter school can release any personal identifying information to any person not otherwise entitled by law to see this information.

The charter school must keep a record of parties obtaining access to educational records collected or maintained including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

For more detailed description of matters relating to student records, see Chapter 10 --- Student Records and Confidentiality.

2.5 Independent Educational Evaluations

2.5.1. *General Procedures*

The parent has the right to obtain an independent educational evaluation (IEE) of the student. An independent educational evaluation means an evaluation conducted by a qualified examiner who is not employed by the charter school. Information regarding where an IEE may be obtained will be provided to the parent upon request for an IEE, along with the school's criteria for conducting such an evaluation.

Whenever an IEE is conducted at the school's expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, will be the same as the criteria the school uses when it initiates an evaluation. Whether or not the school pays for an IEE, the IEE must be considered in decisions regarding the student's special education program.

2.5.2. If a parent disagrees with an evaluation obtained by the charter school, the parent has the right to an independent educational evaluation (IEE). If the parent requests an independent educational evaluation at the expense of the charter school, the charter school personnel must respond to the request within 10 school days. The charter school pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent. The charter school personnel must, without unnecessary delay, either:

- a. ensure that an IEE is provided at the charter school expense; or
- b. refuse and initiate an impartial due process hearing, as described below, to demonstrate that the charter school's evaluation is appropriate.

2.5.3. The charter school personnel may inquire with the parent as to why they are requesting an IEE. The charter school personnel may not require the parent to give an explanation nor require them to notify the school of their intentions to obtain an IEE (IDEA). The charter school may not unreasonably delay either providing the IEE at the charter school's expense or initiating a due process hearing to defend the charter school evaluation.

NOTE: Each school should maintain a list of NV school licensed psychologists that can be offered as possible IEE evaluators. Parents have the option to choose from this list or choose their own. If the parent chooses a non-school licensed psychologist, it is acceptable.

2.5.4. If a hearing officer requests an IEE as part of a hearing, the cost of the evaluation must be at public expense. If a due process hearing results in a final decision that the charter school's evaluation is appropriate, the student's parent still has the right to an IEE, but not at the charter school's expense.

2.5.5. The charter school's personnel must consider an IEE that meets the charter school criteria, whether paid for by the charter school or not, in any decision regarding the provision of a free appropriate public education to the student. The results of an IEE may be presented as evidence in a due process hearing regarding the student, as described in Section 2.8 (Civil Action).

2.5.6. Notice of the Right to an Independent Educational Evaluation

Upon request, the charter school personnel must provide the parent an IEE, information about how and where IEE may be obtained, and the charter school criteria for an IEE. This information should be made available in a manner that is readily understandable to the general public, including parents whose native language is not English. The information should be made available so that if a parent disagrees with an evaluation, he or she will have access to the charter school's criteria for an independent educational evaluation, as described below. For more information regarding IEE's, see Chapter 5 – Evaluations.

2.5.7. Criteria for an Independent Educational Evaluation

Should the parent obtain an IEE at the charter school's expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria the charter school uses in initiating evaluations. For further information about the charter school criteria for an independent educational evaluation, please contact the charter school Site Administrator. A parent is entitled to only 1 IEE at public expense each time the public agency conducts an evaluation which the parent disagrees.

2.5.8. Disagreements between the charter school and a parent regarding the availability of a program appropriate to the student, and the question of financial responsibility, are subject to the due process procedures described in Section 2.9.

2.6 Mediation

2.6.1. The NV Department of Education, SPCSA, and Charter School are required to ensure that formal mediation procedures are established and implemented to allow resolution of disputes resulting from the charter school's proposal (or refusal), to identify, evaluate, place, or provide the student with a free appropriate public education. The parent may request mediation of a dispute by contacting in writing, the charter school, the SPCSA, or the Nevada Department of Education.

- a. The State, NV Dept. of Ed., bears the cost of the mediation process.
- b. Mediators are qualified and impartial individuals who may not be an employee of the charter school, another school district, the Nevada Department of Education or other state agency which receives IDEA funding or which provides direct services to a student who is the subject of the mediation process.
- c. If the charter school personnel are aware of any need that the parent may have for an interpreter that information should be provided to the Nevada Department of Education and the SPCSA at the time the mediation is initiated, or as soon as possible.
- d. Mediation is a voluntary process that brings both parties together with a mediator in an attempt to resolve the disagreement through a structured, yet informal meeting.
- e. Mediation is an alternative but not a prerequisite to the due process hearing.
- f. Mediation sessions are held in a timely manner and scheduled at times and in places convenient to the parties.
- g. Discussions that occur during mediation are confidential and may not be used as evidence in due process hearings or court proceedings.
- h. Any agreement reached will be a written agreement that is legally binding and enforceable in court.
- i. The agreement is signed by the parent and a representative from the charter school.
- j. The charter school personnel may initiate mediation of a dispute by contacting the parents, the SPCSA, or the Nevada Department of Education.

2.7 Due Process

2.7.1. Request for a Due Process Hearing

The parent or the charter school may initiate an impartial due process hearing if they disagree with identification, evaluation, education placement or the provision of FAPE to the student.

- a. A parent may request a due process hearing if
 - (1) the charter school:
 - refuses to identify,
 - evaluate, or
 - appropriately serve the student,
 - fails to consider the results of an IEE,
 - (2) the parent:
 - disagrees with a proposed IEP, or
 - objects to termination of the student's special education programs.
- b. The parent request for a due process must be in writing to the Site Administrator of the charter school and must include:
 - Student's name;

- Student's address;
 - Name of the school the student is attending;
 - A description of the nature of the problem and the facts relating to the problem; and
 - A resolution to the problem.
- c. If the request does not include the information above, the charter school may ask the hearing officer within 15 days of the request to find the due process insufficient.
- d. A due process hearing must be requested within two calendar years from the date the parent or the charter school knew or should have known about the act or omission that gave rise to the hearing request unless the parent was prevented from requesting a hearing because the charter school:
- Specifically misrepresented to the parent that it had resolved the problem; or
 - Withheld required information.
- e. When a request for a due process has been received, the charter school Site Administrator must inform the parent of the availability of mediation as described in Section 2.7, as well as any free or low-cost legal and other relevant services available in the area. Apart from due process, the charter school Site Administrator must also provide the parent information on such legal and other services at any time upon request by the parent.
- f. A model form of parent notice requesting a due process hearing is available on the Nevada Department of Education's website.
- g. If the charter school personnel believe that it may be appropriate for the charter school to initiate a due process proceeding, they should follow NDE's due process procedures on their website.

2.7.2. *Resolution*

- a. After the charter school receives a request for due process they must:
- Give the parent written notice of the special education action related to the issues in the hearing request within 10 days of receiving the request unless the charter school has already given the parent written notice prior to the request;
 - Convene a resolution session within 15 days (7 days if expedited) of the hearing request unless, the parent and the charter school agree in writing to waive the meeting or agree to mediation;
 - Try to solve the issues stated in the due process requested during the resolution time period; and
 - Include the parent, relevant IEP members, and a representative of the charter school with decision making authority in the resolution session.
- b. The charter school may not have an attorney present at the resolution session unless the parent brings an attorney, then the charter school may also have an attorney present. The charter school must provide the parent PWN of the school's attorney participating in the resolution meeting.
- c. If an agreement is reached, it will be written in a legally binding document and signed by the charter school representative and the parent. The resolution agreement can be canceled in writing within 3 business days if either party changes their mind.
- d. If an agreement is not reached to the parents' satisfaction within 30 days (15 days if expedited) of receiving the hearing request, the time line for due process begins.

2.7.3. *Conducting a Due Process Hearing*

- a. Impartial Hearing Officer
- Within 5 calendar days after receiving a parent request for a due process hearing, or upon the charter school's initiation of a due process hearing, the charter school must forward the request to the Nevada Department of Education and the State Public Charter School Authority

(SPCSA).

- The Nevada Department of Education is responsible for appointing an impartial hearing officer to conduct the hearing.
 - When expedited, the hearing officer must conduct a hearing within 20 school days after the date the hearing was requested.
- b. Stay-Put Requirements
- Once a due process hearing has been initiated:
- the charter school cannot change the student’s educational placement during a due process until the legal proceedings are completed (stay-put) unless:
 - unless the student is placed in an alternative educational setting for behavior that is not a manifestation of the disability, or
 - if the student is removed by the charter school to an interim alternative educational setting for weapons, drugs, controlled substance or causing serious bodily injury.
 - a hearing officer removes the student to an interim alternative educational setting for up to 45 school days because it is likely the student may injure him/herself or others.
- c. Disclosure Prior to the Hearing
- At least 5 business days prior to the hearing, each party must ensure that any evidence that the party wishes to use at the hearing has been disclosed to the other party and the hearing officer.
 - If required disclosure is not made, the hearing officer may exclude the admission of undisclosed evidence from being introduced at the hearing.
- d. Due Process Hearing
- Due Process hearings must be conducted at a time and place that is reasonably convenient to the parent and the student involved.
 - the charter school is responsible for:
 - notifying the parent (by certified mail) and the hearing officer of the time and place set for the hearing; and
 - notifying the parent of their rights in a due process hearing and of any free or inexpensive legal services and other relevant services available in the area.
 - Any party to a due process hearing has the right to:
 - be represented;
 - be accompanied by and advised by persons who have special knowledge of or training regarding students with disabilities;
 - present evidence, object to the admissibility of evidence, and evaluation or a recommendation based on an evaluation that was not disclosed to that party;
 - confront, cross-examine, and compel the attendance of witnesses;
 - obtain a written, or, at the option of the parent, electronic, verbatim record of the hearing; and
 - obtain written, or, at the option of the parent, electronic findings of fact and decisions.
 - In addition, the parent involved in a hearing must have the right to:
 - have the student who is the subject of the hearing present;
 - a hearing open to the general public; and
 - a record of the due process hearing and the findings of fact and decisions at no cost. The charter school must take whatever action is necessary to ensure that the parent understands the written notice and the proceedings at the hearing. These steps include arranging for an interpreter for a parent who is deaf or hard of hearing or whose native language is not English.

- e. Findings of a Due Process Hearing
- The hearing officer is required:
 - to reach a decision in the due process proceeding no later than 45 days after the resolution period ends;
 - if expedited, a determination must be made within 10 school days after the hearing,
 - to base the decision solely on the evidence presented at the hearing; and,
 - to mail a copy of the decision to each of the parties within the 45-day period.
 - The hearing officer may grant specific extensions of time beyond the 45- day period at the request of either party.
 - The Nevada Department of Education must, after deleting all personally identifiable information from a copy of the findings and decision, transmit the redacted version to the Nevada State Special Education Advisory Council and make the redacted version available to the public. The hearing officer's decision in a due process hearing is considered final, but may be appealed by either the parent or the charter school as described below.

2.7.4. Appeals

- a. Any party aggrieved by the findings and decision in the hearing has the right to appeal the decision of the impartial due process Hearing Officer.
- The request for an appeal must be made (to the Nevada Department of Education) within 30 calendar days after receiving the decision of the hearing officer.
 - A party to the hearing may file a cross-appeal within 10 calendar days after receiving notice of the initial appeal.
- b. The State Review Officer who is appointed by the Nevada Department of Education:
- examines the entire hearing record to make sure required procedures were followed consistent with the requirements of due process and makes an independent decision;
 - may give parties an opportunity for oral or written arguments, or both, at the discretion of the review officer;
 - seek additional evidence necessary and, if a hearing is held to receive additional evidence, afford the parties the same right under due process hearings;
 - must reach a decision and mail a copy or electronic findings of fact and the decision to each party within 30 days after the request for review is made; and
 - may grant an extension if one of the parties requests.
- State Review Officer's decision is final unless a party brings a civil action as described in Section 2.8.
- c. After deleting any personally identifiable information, the Nevada Department of Education is to transmit the redacted version of the findings and decisions to the Nevada State Special Education Advisory Council, and is to make the redacted findings and decisions available to the public.

2.8 Civil Actions

2.8.1. *A civil action may be brought by any party disagreeing with the findings and decision of a State Review Officer in an appeal.*

- a. A civil action may be brought in a state court with jurisdiction or in federal district court.
- b. The request for an appeal must be made within 90 calendar days after receiving the decision of the review officer.

2.8.2. *Before a civil action may be filed, the party must exhaust his or her remedies under the due process and appeal proceedings described above in Section 2.9.*

2.9 State Complaints

2.9.1. *An organization or individual may file a complaint with the Nevada Department of Education (NDE).*

- a. The complaint must be in writing, signed and include:
 - a statement that the charter school has violated state or federal special education law;
 - the facts related to the issue(s);
 - signature and contact information of the complainant;
 - a description of the nature of the problem; and
 - a proposed resolution of the problem.
- b. If a specific school or student is referenced in the complaint, the complaint must also include:
 - the name and residence of the student;
 - the name of the school the student is attending.
- c. The parent must submit a copy of the complaint to the charter school and the Nevada Department of Education.
- d. The complaint must allege a violation that occurred within one year of filing.
- e. The charter school has the right to respond and try to resolve the complaint or mediate if both parties agree.
- f. The NDE must complete its review and give its decision within 60 calendar days.
- g. If the complaint includes issues which are also the subject of a due process hearing, the NDE is required to set aside those issues until the due process hearing is resolved.
- h. Any issues which are not the subject of a due process hearing must proceed and be resolved within the 60 calendar-day timeframe.
- i. If any issues raised in a complaint have previously been decided in a due process hearing involving the same parties, the due process hearing decision is binding, and the NDE must inform the complaining party to that effect.
- j. If a complaint alleges that the charter school has failed to implement a due process decision, the NDE must resolve that complaint.

2.9.2. **After reviewing all relevant information, the NDE will make an independent determination as to whether the charter school violated a requirement of IDEA.** The NDE will issue a written decision to the complainant that:

- a. addresses each allegation in the complaint;
- b. contains findings of fact and conclusions; and
- c. states the reasons for the NDE's final decision.

2.9.3. *If the NDE finds that the charter school has failed to provide appropriate services to a student, it must address:*

- a. how to remediate the denial of those services, including, as appropriate, the awarding of monetary reimbursement or other corrective action appropriate to the needs of the student; and
- b. appropriate future provision of services for all students with disabilities.

2.10 Attorney's Fees

2.10.1. **Under IDEA, the charter school may be liable for the reasonable attorney's fees of a parent who prevails in a due process hearing, appeal, or civil action.** A parent may be considered to have prevailed in a proceeding if the parent succeeded on any significant issue and obtained some of the benefits sought.

2.10.2. However, in a number of circumstances, the student’s parent may not recover their legal fees when they prevail or the award of attorney’s fees may be reduced. It is important for the charter school personnel to bear in mind that compliance with IDEA and State Public Charter School Authority policy requirements, including requirements relating to time lines, notices, consent, parent contact, and documentation, may directly affect whether and to what extent the charter school may avoid liability for attorney’s fees.

2.10.3. If the charter school prevails, parent’s attorneys may be liable for the reasonable attorney’s fees of the charter school for bringing actions that are or become frivolous, unreasonable, or without foundation. In addition, the charter school may recover reasonable attorney’s fees from the parent or the parent’s attorney if the request for due process was presented for any improper purpose, such as to harass, to cause unnecessary delay, or to needlessly increase the cost of litigation.

Chapter 3 Prior Notice

Introduction

The parent has the right to receive prior written notice in a reasonable time in their native language or other mode of communication, when the charter school proposes, or refuses to initiate or change the student’s identification, evaluation/re-evaluation, and eligibility, provision of a free appropriate public education (FAPE) through an Individualized Education Program (IEP) and change of placement.

This chapter describes the prior notice requirements for:

- 3.1 Identification, evaluation/re-evaluation
- 3.2 Eligibility
- 3.3 Provision of FAPE, through an IEP and change of placement
- 3.4 Parent Revocation of Consent for Special Education Services

3.1 Identification, Evaluations & Re-Evaluations

3.1.1. *Parental Prior Notice of the charter school Proposal*

Site-based special education staff must provide the parent prior written notice of the initiation of an evaluation within a reasonable time before the evaluation begins.

- a. Notice of the initiation of the evaluation must be completed in full.
- b. The purpose of this meeting must be marked on the Parental Prior Written Notice as:
 - Evaluate and identify student’s special education needs for initial evaluations; or
 - The Parental Prior Notice must be given to the parent prior to or in conjunction with the Consent for Evaluation.
 - Re-evaluate student’s special education needs and continued eligibility for special education services.
 - The Parental Prior Notice must be given to the parent prior to or in conjunction with the Consent for Evaluation or Parent Notification of No Additional Assessment Information Needed and Status of Reevaluation; Warranted/Unwarranted.

3.1.2. *Parental Prior Notice – Proposed Meeting Arrangements*

At the time site-based special education staff notifies parent of the initiation of any evaluation, staff may also provide prior notice of any meeting of the Multidisciplinary Team (MDT) that may be scheduled to consider whether additional data are needed as part of the evaluation.

- a. The term meeting does not include informal or unscheduled conversations involving the charter school

personnel. The term also does not include preparatory activities that the charter school personnel engage in to develop a proposal or to prepare a response to a parent proposal that will be discussed at a later meeting.

- b. The Multi-disciplinary Team (MDT) is not required to hold a meeting solely to determine whether additional data are needed, and parent consent is not required in order to review existing data as part of any evaluation.
- c. If a meeting is determined to be necessary to discuss the components of any evaluation, a Parental Prior Written Notice must be completed in full.
- d. The charter school must maintain detailed records of:
 - telephone calls made or attempted and the results of those calls;
 - copies of correspondence sent to the parent and any response received; and
 - any visits made to the parent’s home or place of employment and the results of those visits.

3.1.3. Parental Notice of School Refusal

If the student’s parent requests an evaluation, and the MDT, during a meeting, determines that an evaluation is not required or otherwise warranted, the MDT must provide the parent written notice of the charter school’s determination to refuse the evaluation. Written Notice of Refusal must state:

- a. a description of the action refused by the charter school;
- b. an explanation of why the charter school refuses to take the action;
- c. a description of any other options that the charter school considered and the reasons why those options were rejected;
- d. a description of each evaluation procedure, assessment, record, or report the charter school relied upon when the action was refused;
- e. a description of any other factors that are relevant to the charter school’s refusal;
- f. a statement that the parents of a student with a disability have protection under the procedural safeguards described in Chapter 2.0 (Procedural Safeguards).

3.2 Eligibility

3.2.1. Parental Prior Notice of School Proposal

Site-based special education staff must provide the parent prior written notice of determination of eligibility within a reasonable time before the eligibility meeting is held.

- a. Notice of the determination must be completed in full.
- b. The purpose of this meeting must be marked on the Parental Prior Notice of School Proposal as: “Determine student eligibility for special education programming”

3.2.2. Parental Prior Notice – Proposed Meeting Arrangements

At the same time the site-based special education staff notifies the parent of the determination of eligibility, they must also provide the parent prior written notice of the eligibility meeting.

3.3 Provision Of A Free Appropriate Public Education (Fape), Through An Individualized Education Program (Iep)

Parental Prior Written Notice of the charter school Proposal and Parental Prior Notice – Proposed Meeting Arrangements must be given to the parent for all IEP meetings.

3.3.1. Parental Prior Notice of School Proposal

Site-based special education staff is responsible for initiating and conducting meetings for the purpose of developing, reviewing, and revising the IEP of a student with a disability. Within a reasonable time, before a proposed IEP meeting, the site-based special education staff must provide prior notice of the meeting to the student’s parent. The Parental Prior Written Notice of the charter school Proposal must be completed in full.

Note: If parent is not contacted to schedule an IEP meeting via phone, email, etc. before sending home the prior written notice document, then a reasonable time period is 10 business days before the scheduled IEP meeting.

The purpose of the meeting must always be marked on the Parental Prior Notice of School Proposal as either Develop an Initial/Annual IEP and Educational Placement or Review/Revise IEP. There may be other purposes which also must be marked such as:

a. **Change in Placement:**

If the IEP team is considering a change in placement, such as moving to a more (or less) restrictive setting, or the discontinuation of educational services upon a student's graduation, prior written notice to the parent is required. When completing the Parental Prior Notice of School Proposal the purpose of the meeting would be:

- Change in special education placement; AND
- Develop an Initial/Annual IEP and Educational Placement; or
- Review/revise IEP.

b. **Change in Special Education Related Services:**

If the IEP team is considering a change or addition of special education related services, prior written notice to the parent is required. When completing the Parental Prior Notice of School Proposal the purpose of the meeting would be:

- Change in Special Education related services, AND
- Develop an Initial/Annual IEP and Educational Placement, or
- Review/revise IEP.

c. **Transition:**

Beginning when a student reaches age 14, or earlier if appropriate, the Prior Written Notice must also indicate that one of the purposes of the meeting will be to develop transition services and/or postsecondary goals. When completing the Prior Written Notice the purpose of the meeting will be to:

- Develop transition services and/or postsecondary goals beginning at age 14; AND
- Develop an Initial/Annual IEP and Educational Placement; or
- Review/revise IEP.

d. **Manifestation Determination:**

If the IEP team is going to conduct a manifestation determination, the prior written notice must state that the purpose of the meeting is to:

- Conduct a manifestation determination and propose a disciplinary change of placement; AND
- Develop an Initial/Annual IEP and Educational Placement; or
- Review/revise IEP.

3.3.2. Parental Prior Notice – Proposed Meeting Arrangements

Site-based special education staff is responsible for initiating and conducting meetings for the purpose of developing, reviewing, and revising the IEP of a student with a disability. Within a reasonable time, but at least five school days (the charter school Best Practice is 10 days) or mutual agreement before a proposed IEP meeting, the site-based special education staff must provide prior notice of the meeting to the student's parent. The Parental Prior Notice – Proposed Meeting Arrangements must be completed in full. The Notice of Meeting Arrangement must indicate:

- a. the purpose, time, and location of the meeting;
- b. who will be in attendance at the meeting (not positions);
- c. the student if the student is 14 years old or older prior to the next annual IEP;
- d. the parent may bring to the meeting other people who have knowledge or special expertise regarding the student;
- e. if the parent gives consent to the charter school to invite person(s) from outside agencies who can contribute to the development of the IEP.

3.3.3. Parental Notice of School Refusal

If the student's parent requests to revise the IEP, but the site-based special education staff determines that an IEP is not

required or otherwise warranted; then the site based staff must provide the parent written notice of the charter school's determination to refuse the IEP revision. Written Notice of Refusal must state:

- a. a description of the action refused by the charter school;
- b. an explanation of why the charter school refuses to take the action;
- c. a description of any other options that the charter school considered and the reasons why those options were rejected;
- d. a description of each evaluation procedure, assessment, record, or report that the charter school relied upon when the action was refused;
- e. a description of any other factors that are relevant to the charter school's refusal;
- f. a statement that the parent of a student with a disability has protection under the procedural safeguards described in Chapter 2.0; and
- g. sources for the parent to contact to obtain assistance in understanding the provisions of IDEA.

3.3.4. *Notice of Intent to Implement IEP*

The Notice of Intent to Implement is required to provide prior written notice of the charter school's intent to implement a student's IEP. The Notice of Intent to Implement is required for ALL IEPs.

- a. This includes instances where:
 - the parent disagrees with all or part of the IEP (disagree checked on IEP); or
 - the parent does not agree or disagree (no box checked on IEP); or
 - the parent is not in attendance (either by telephone or in person). The IEP and notice of Implementation should be sent to parents immediately following the IEP.
- b. The Notice of Intent to Implement must be provided to the parent within 10 days after the IEP meeting, along with a copy of the IEP and Procedural Safeguards. If the parent did not attend the IEP meeting, either by telephone or in person, then the Notice of Intent to Implement should specify implementation will begin 10 calendar days from the date of the original meeting.
- c. The Notice of Intent to Implement must state:
 - a description of the action proposed or refused by the charter school;
 - an explanation of why the charter school proposes or refuses to take the action;
 - a description of any other options that the charter school considered and the reasons why those options were rejected;
 - a description of each evaluation procedure, assessment, record, or report the charter school relied upon when the action was proposed or refused;
 - a description of any other factors that are relevant to the charter school's proposal or refusal;
 - a statement that the parent of a student with a disability has protection under the procedural safeguards described in Chapter 2.0; and
 - sources for the parent to contact to obtain assistance in understanding the provisions of IDEA.

3.4 Revocation Of Consent For Special Education Services

3.4.1. *Parental Prior Notice of School Proposal*

The parent has the right to revoke consent for the continued provision of special education and related services by submitting a written request for the revocation to the charter school Site Administrator.

The charter school Site Administrator will respond by issuing the parent a prior written notice to change the student's placement and direct the school to status the last date of specially designed instruction in the student's confidential folder and that services will be discontinued due to Parent written request as described in Chapter 7.0 (Individualized Educational Programs).

Chapter 4 Identification

Introduction

Under the Individual with Disabilities Education Improvement Act of 2004 (IDEA) and Nevada Administrative Code (NAC), the school has a “Child Find” obligation to ensure that all children with disabilities residing in the State, including children with disabilities who are homeless, wards of the State, or attending private schools, regardless of the severity of their disability, and who are in need of special education and related services are identified, located, and evaluated. Child Find responsibilities also include highly mobile and migrant children. In addition, early intervention strategies may be appropriate for some students who are experiencing academic and/or behavior problems.

This Chapter describes both the identification and the intervention processes. These processes are not mutually exclusive. Rather, either or both may be appropriate for a particular student. The process for making a referral is described in the Evaluation Chapter.

This chapter describes:

- 4.1 Child Identification
- 4.2 General Education Interventions/Response to Intervention (RtI) Model
- 4.3 Referral

4.1 Child Identification

4.1.1. *Identification Requirements/Child Find*

Identifying students with disabilities is the first step in providing appropriate educational services to students who are eligible for special education and related services.

IDEA and NAC regulations require all charter schools to have policies and procedures in place to ensure that children aged 3 through 21 residing within their enrolled students’ counties who are suspected of having disabilities and needing special education and/or related services are identified, located, and evaluated. Therefore, all public charter schools are responsible for developing a “Child Find” program that will encompass these three elements of identification, locating, and evaluating students.

The charter school works in cooperation with other agencies in their county to:

1. Locate all children and youth with disabilities from the ages of birth through 21 in the counties of which your school(s) reside and/or provide services.
2. Identify and refer individuals suspected of having a disability for evaluations.
3. Provide information to the community about the Child Find project and increase awareness about the educational rights of individuals with disabilities and their parents, through the following methods:
 - a. Newspaper articles and other media
 - b. Correspondence with community members
 - c. Annual screenings in schools and in the community
 - d. Teacher training on identifying potential disabilities
4. Maintain a child identification log indicating which children 3-21 years of age are receiving special education and related services and which children were found to be not eligible for service. The log contains the following information, if applicable, on all children referred for evaluation:
 - a. Student Name

- b. Age
 - c. Date Referred
 - d. Date Evaluated
 - e. Date Service Initiated
 - f. Disability Category
 - g. Reason for Not Serving
5. Coordinate with other agencies providing services to children (i.e. local health department; Women, Infants, & Children (WIC), etc). Charter Schools will make at least two contacts per school year with local agencies to find out if they may have knowledge of children with disabilities who are not being served, explain the referral process, and request that they refer students under the age of 22 to public schools.

Students who may be identified include:

- a. children who are suspected of being a child with a disability and in need of special education, even though they are advancing from grade to grade;
- b. highly mobile students including migrant students;
- c. homeless children;
- d. wards of the state; and
- e. children who are enrolled in private schools or are home-schooled

4.1.2 Before Making a Referral

When a child is having difficulty learning in a regular education classroom, it is often assumed that the child should be referred for a special education evaluation to determine any learning problems. But before a referral is made, the teacher should attempt a variety of strategies designed to facilitate the child's learning within that classroom.

The Individuals with Disabilities Education Act (IDEA) requires that children with disabilities be educated as much as possible with their nondisabled peers. By modifying what takes place in the classroom to meet a child's needs, we are addressing the spirit of the law. Frequently, such modifications are effective and may eliminate or diminish the need for special education services.

4.2 When Intervention Appropriate – General Education Interventions

If a student is experiencing an educational or behavioral difficulty but is not suspected of having a disability by the charter school, the charter school may attempt to remediate such difficulty through providing scientific, research-based interventions in general education environments.

The Nevada Administrative Code (NAC) §388.325 defines the use of scientific, research-based intervention for students who are not yet suspected of having a disability. The following procedures shall be used by the school whenever targeted scientific, research-based interventions are provided to a particular student who is experiencing academic or behavioral difficulty:

1. Develop an intervention plan for the student, to include:
 - a. A description of the academic or behavior concerns, and the degree to which the student's academic or behavior performance fails to meet the demands of the educational setting;
 - b. The interventions to be provided, which are targeted toward improving performance and increasing the rate of learning.
 - c. The data to be collected to measure the student's level of performance and rate of learning.
 - d. The frequency of data collection; a description of how the data will be summarized; a description of how intervention effectiveness will be evaluated; a schedule for evaluating intervention effectiveness.
2. Provide a copy of the intervention plan to the student's parents.
3. If the eligibility team intends to determine eligibility for SPECIFIC LEARNING DISABILITIES based

upon the child's RESPONSE TO INTERVENTION, provide the "NEVADA DEPARTMENT OF EDUCATION POLICY STATEMENT– RESPONSE TO SCIENTIFIC, RESEARCH-BASED INTERVENTION" document to the student's parents. This Policy Statement is not required if the student's eligibility for SPECIFIC LEARNING DISABILITIES will be determined based upon the discrepancy analysis model.

4. Based in part on the results of the targeted, scientific, research-based intervention, determine whether the student is suspected of having a disability and should be evaluated for special education eligibility.
5. If the parent requests an initial evaluation for special education eligibility while interventions are being attempted, the charter school must:
 - a. Conduct the initial evaluation if the charter school agrees that the student is suspected of having a disability; **or**
 - b. Provide *PARENTAL PRIOR WRITTEN NOTICE* of its refusal to conduct the initial evaluation (if the charter school does not agree that the student is suspected of having a disability). Any proposed refusal to evaluate a student must be discussed with one of the LEA's Special Education Programs Professional (EPP).

If the charter school determines that the educational difficulty or behavior of the pupil is resistant to general education intervention, or if the charter school determines that the intervention requires continued and substantial effort and may require the provision of special education and related services to be effective, the charter school may refer the student for an initial evaluation.

4.3 Referral

A student qualifies for all the rights and benefits of IDEA once he or she is determined to be a child with a disability as defined in the Nevada Administrative Code (NAC). Generally, students are evaluated when either the parents of the child request an evaluation, or when, as a result of the charter school's "child find" or general education intervention activities, charter school personnel recommend an evaluation.

If the charter school proposes to conduct an initial evaluation of a student, parents must be provided with prior written notice of the proposed evaluation and a copy of the Parent Rights document. Next, consent for the evaluation must be obtained before the evaluation may begin. See PROCEDURAL SAFEGUARDS section.

In conducting the evaluation, the charter school must use a variety of assessment tools and strategies to gather relevant functional and developmental information on the child, including information supplied by the child's parents. Further, the information gathered should relate to enabling the child to be involved in and progress in the general curriculum. If appropriate, because there are existing evaluation data (e.g., a student who moved to the charter school from out of state and evaluation information from the other state was available in a timely manner, or a student making the transition from infant/toddler early intervention services at age three), the charter school must review existing evaluation data and determine what, if any, additional assessments are necessary. See EVALUATION/REEVALUATION REPORT. On the basis of this review, the charter school must identify and gather the additional data needed to determine:

1. Whether the child has a disability.
2. The child's present levels of performance and educational needs.
3. Whether the child needs special education and related services.

The **initial referral** process is as follows:

1. Identify the student's problem and initiate the special education referral process.
 - a. Complete the Special Education REFERRAL FORM and include the following:
 - Copy of emergency information obtained in most current school enrollment documents.
 - Vision and hearing results (must be a pass)
 - Developmental history completed
 - Student classroom observation form completed
 - Attendance information
 - Copy of educational intervention(s) and modification(s) (RtI, CI, etc.)
 - Academic results, sample of classroom work, test scores, etc.
 - b. Provide prior written notice of the proposal to evaluate the student (PARENTAL PRIOR WRITTEN NOTICE) with a copy of Parent Rights
 - c. Obtain parent consent to evaluate the student (CONSENT FOR EVALUATION)
 - Academic results (i.e. WIAT)
 - Behavior assessment (i.e. Devereaux or Burks)
 - d. Site Administrator/designee's signature on referral form authorizing the initial referral process.
2. Review referral packet for appropriateness and completeness.
 - a. Parent has been given written notice of the charter school's proposal to evaluate the student.
 - b. Parent has provided consent to evaluate prior to any individually administered assessments given on the basis of the suspicion of a disability.
 - c. Parent has been given a copy of Parent Rights, and rights have been explained in their primary language (i.e. Spanish, German, etc.)
 - d. Student has passed the vision and hearing tests,
 - or has been treated by a physician to correct problem area,
 - or a copy of the "passed" or "normal" results are provided.
 - e. Copies of data are legible and included.
 - f. Site Administrator has signed referral.
 - g. Assign designee or case manager for referral.
3. Process referral packet.
 - a. Send copies to the psychologist and/or other evaluation coordinator(s) (i.e. Speech & Language therapist) to initiate the evaluation.
 - b. Collect further data if needed.
 - c. Send copies of referral page, copy of consent for evaluation and relevant information to related service provider if assessment is needed and is indicated on referral form (i.e. Speech & Language therapist, Occupational therapist, or Physical therapist).
4. If applicable, psychologist will complete the evaluation, write the report, and forward copies to the case manager. If the speech therapist has been the evaluation coordinator, he/she also serves as the case manager. See Evaluation section of this Manual for further information.
5. Schedule a meeting to determine eligibility (PARENTAL PRIOR WRITTEN NOTICE and NOTIFICATION OF MEETING). See Eligibility section of this Manual for further information. Meeting must include required Eligibility Team members. Please refer to the signature lines of each disability form for specific required members of each eligibility team.
6. Once eligibility is determined and if student is found eligible, an Individual Educational Plan (IEP) must be written within 30 calendar days. Required IEP members, in addition to a person who can interpret the

instructional implications of the evaluation must be present during the IEP.

Chapter 5 Evaluation

Introduction

Before special education or related services can be provided to a student with a disability, the charter school must conduct a comprehensive evaluation based on the determined scope of the assessment to address all areas of suspected disability. The purpose of this evaluation is to determine whether the student is eligible for special education services and, if so, to determine the student's special educational programming and service needs. Evaluation of a student is also required in other circumstances, such as when it is suspected that the student is no longer eligible under the Individuals with Disabilities Education Act (IDEA) eligibility, or may have a disability not addressed by the student's current finding of eligibility.

This Chapter describes:

- 5.1 Suspicion of Disability
- 5.2 Initial Evaluations
- 5.3 Reevaluation
- 5.4 Evaluation for Transfer Students
- 5.5 General Requirements for Evaluation
- 5.6 Early Childhood Evaluation
- 5.7 Bilingual Evaluation
- 5.8 Evaluation for Special Education Students who are involved in the Discipline Process
- 5.9 Homebound Evaluation
- 5.10 Evaluation Reports
- 5.11 Independent Educational Evaluations
- 5.12 Screenings

5.1 Suspicion Of A Disability

If the charter school personnel have reason to suspect that a student may have a disability and need special education and related services, the Site Administrator and staff should be contacted so that they may meet to review the information available and determine whether a referral should be initiated. When a student is experiencing academic or behavioral problems but there is no suspicion of an IDEA eligibility, personnel should consider accessing the School Intervention Team /Response to Instruction Program (SIT/RTI) regarding any necessary interventions, accommodations, and supports for the student. Parent input is also an important consideration in relationship to providing students with intervention services.

5.2 Initial Evaluations

5.2.1. *Definition*

The term "Initial Evaluation" refers to a formal evaluation that considers initial eligibility for special education under the Nevada Administrative Code (NAC). Initial evaluation applies to:

- a. general education students with no history of special education;
- b. general education students who previously received and were exited from special education, including general education students whose parents revoked consent for the continued receipt of special education services; or
- c. all transfer students from other states that have a current out of-state eligibility, but no current special

education eligibility in Nevada.

5.2.2. *Scope/Review of Evaluation Data and Determination of Need for Additional Data*

In the case of students transitioning from Early Intervention Services at age three (IDEA, Part C), or for students from out-of-state that have evaluation records available, as part of an initial evaluation, the combined members of the student's IEP committee and the Eligibility Team shall review existing evaluation data. Based on that review and input from the student's parent, the team must identify what additional data, if any, are needed. The group may conduct its review without a meeting, but all should clearly document that the data has been reviewed in accordance with NAC requirements.

5.2.3. *Request for an Initial Evaluation Referral*

- a. Sources may include parents and/or the charter school staff.
 - If the charter school personnel request an initial evaluation, initial evaluation steps need to be followed as described in 5.2.4.
 - If the parent requests an initial evaluation, either verbally or in writing, the charter school personnel must respond formally. They:
 - may decide an evaluation is NOT warranted or determined that interventions will be tried first, then a refusal (Form located in Appendix) must be completed and sent to parents: or
 - team may decide an evaluation is warranted, then proceed with procedures for initial evaluation including sending a written prior notice or
 - team may decide to do an evaluation (follow initial evaluation procedures) and refer to SIT to do interventions concurrently.

5.2.4. *Initial Evaluation Steps*

- a. Initiate referral and notify team members and related service providers as deemed appropriate. Referral sources may include parents and/or charter school staff.
- b. Provide the parent with the Procedural Safeguards and prior written notice and document all contacts and attempted contacts with the parent. If the charter school personnel are unable to convince the parent to participate, all efforts to obtain parent input should be documented.
- c. Determine scope/review of evaluation data and determination of need for additional data (see Chapter 3.0).
- d. Obtain Parent Consent for Evaluation. Parent consent for evaluation may not be necessary for out of state transfer students unless additional assessments are warranted as described in 5.4.
- e. Conduct needed assessments as warranted.
- f. Hold eligibility meeting within 45 school days of signed consent and/or the initiation of PWN (use appropriate prior notice procedures for scheduling as described in Chapter 3.0) without additional assessment.
- g. DRAFT copies of evaluation reports may be given to the parent and must be clearly labeled as a draft.
- h. Provide a copy of completed evaluation reports and Statement(s) of Eligibility to the parent on the day of the meeting or within 10 calendar days of eligibility meeting.
- i. For eligible students, complete IEP development within 30 calendar days of eligibility determination.

5.3 Reevaluations

5.3.1. *Definition*

The term "Reevaluation" refers to the formal evaluation of a student who is already identified as eligible for special education under NAC. Reevaluation applies to:

- a. students who are routinely evaluated every three years for continuing special education eligibility in Nevada;

- b. students who are evaluated for continuing eligibility for special education in Nevada under a different or additional eligibility classification. This includes: students who currently hold Developmental Delay or Speech/Language Impairment eligibilities;
- c. other students whose primary eligibility classifications might change (e.g., LD to ED, ID to MI). A reevaluation is required if there is sufficient information to suspect that a significant change in a student's physical, psychological, academic, or social functioning is occurring that may have an impact on the student's eligibility for special education and/or related services, including situations where the student may no longer need special education services to receive an appropriate education.

5.3.2. *Scope/ Review of Evaluation Data and Determination of Need for Additional Data*

As part of any reevaluation, the combined input from the student's IEP team, including input from the student's parent(s), Identify what additional data, if any, are needed.

The combined members:

- a. conduct a review of data from existing evaluations, including, but not limited to:
 - evaluations and information provided by the parents of the student,
 - current local or state assessments, classroom-based assessments and observations,
 - observations by teachers and related service providers, and
- b. based upon the review and input from the student's parent, identify the additional data, if any that are required to determine:
 - whether the student continues to have a disability, and the educational needs of the student,
 - the present levels of academic achievement and related developmental needs (functional levels) of the student,
 - whether the student continues to need special education and related services; and
 - whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the IEP of the student and to participate, as appropriate, in the general education curriculum.

5.3.3. *Reevaluation Steps*

A student receiving special education services must be reevaluated before the student can be determined ineligible for continuing special education services as described in 6.0. As recognized exceptions under IDEA, a reevaluation is not required before the termination of a student's eligibility due to graduation with a regular high school diploma, or due to the student's exceeding the age of eligibility for FAPE under Nevada law. If the student's parent requests a reevaluation, and the MDT determines that a reevaluation is not required or otherwise warranted, the MDT must provide the parent prior written notice of refusal together with the procedural safeguards notice.

Step 1 Complete Prior Parental Notice Of School Proposal And Reevaluation Referral Notice

Reevaluation Referral Notice & the Prior Parental Notice of District Proposal

Step 2: Scope Of Assessment

Scope is documented in the MDT evaluation report and supporting evidence should be found in the confidential folder (Scope form located in Appendix). Note: Use of the form is optional as long as there is supporting evidence in the confidential folder. Conduct review of data from existing evaluations (See 5.3.2) Input is gathered from combined members of the Eligibility Team & IEP Team which includes parents.

No New Assessments Needed

- a. No Additional Assessment Information Needed and Status of Reevaluation: Warranted/Unwarranted

- b. Parent Notification
- c. Team consensus must agree to no additional assessments needed.
- d. Must be dated on or after the Parental Notice

New Assessment Needed

- a. Parental Consent for Evaluation
- b. MUST be dated on or after the Parent Notice

Reevaluation Unwarranted (Waiver)

- a. The student has two or more prior, consecutive evaluations confirming the current disability, only one of which needs to be a the current charter school Nevada evaluation
- b. All 5 questions on the form must be answered "Yes"
- c. SCOPE must be documented on the Status Record or form in Appendix.

Formal Evaluation Report Eligibility Statement

- a. Must be held within 45 school days after receipt of signed Parental Consent for Evaluation
- b. Must address all required assessment components
- c. For reevaluations that are deemed unwarranted (Waiver), the development of a reevaluation report is required, and a new Statement of Eligibility and IEP is required. The IEP must be completed within 30 calendar days from the eligibility date. Completion of the statement of need for reevaluation (waiver) triggers the new 3-year routine reevaluation time line.

REEVALUATION PROCESS

1st COMPLETE

Reevaluation Referral Notice

& the Prior Parental Notice of District Proposal



STEP 2: SCOPE of ASSESSMENT

Scope is documented in the MDT evaluation report. Input is gathered from combined members of the Eligibility Team & IEP Team.

No New Assessments Needed

- No Additional Assessment Information Needed and Status of Reevaluation: Warranted/Unwarranted
- Parent Notification
- Team consensus must agree to no additional assessments needed
- Must be dated on or after the Parental Notice

New Assessment Needed

- Parental Consent for Evaluation
- **MUST** be dated on or after the Parent Notice

Reevaluation Unwarranted (Waiver)

- Must have two consecutive eligibilities that are the same.
- All 5 questions on the form must be answered "Yes"
- SCOPE must be documented on the Status Record

Formal Evaluation Report Eligibility Statement

- Must be held within 45 school days after receipt of signed Parental Consent for Evaluation

Formal Evaluation Report Eligibility Statement

- Must address all required assessment components

5.4 Evaluation For Transfer Students

The circumstances under which a student enrolls or transfers into the charter school from another school district, will govern which specific special education procedures are applicable. Informed written consent for initial provision of services must be obtained from the parent prior to implementation of special education services.

All transfer students are entitled to the same open enrollment procedures as all other charter school students. All students should be registered and enrolled into the school by the provided deadlines.

5.4.1. Transfers Within Nevada

A current Nevada eligibility from any Nevada school district or charter school can be accepted outright by the charter school and that eligibility may remain in effect for up to 3 years of the date of the last formal eligibility determination. For in-state transfer students, formal evaluation is pursued only when deemed warranted by an MDT/IEP Team. The standard time line

of 45 school days for timely completion of these reevaluations would apply.

When the parents register their child for school and indicate that student was receiving special education services at his/her previous school in Nevada, a form indicating the name and location of the previous school will be completed and signed by the parent. The current charter school will send the request to the previous charter school or county school district for confidential records even if the parents submit a copy of their child's current IEP. There are additional documents that need to be acquired such as the most current psychological report among other relevant information. Attempts to locate/obtain records will be documented. If such documentation cannot be obtained, charter school staff should contact the charter school or county school district by phone to follow up on the written request. Records received will be provided to the special education case manager and/or coordinator.

If the student's previous IEP is available, the charter school must provide the student with a free appropriate public education, including services comparable to those described in the previous IEP, in consultation with the parents, for a period no longer than 30 calendar days, until the charter school adopts the previous IEP, or develops a new IEP.

If no IEP is available, the student should be receiving services under a 30-calendar-day interim IEP. Upon the expiration of 30 days after the development of the interim IEP, a complete IEP must be developed. Because the student is already eligible in Nevada, a reevaluation is usually not needed.

5.4.2. *Transfers From Out-of-State*

Initial evaluation procedures are required for all out-of-state special education transfer students. This includes transferring from a State where a student was receiving special education services under the Developmentally Delayed classification to the age of nine. The timeline for completing an initial evaluation in Nevada is 45 school days from the date of parental consent for evaluation through formal determination of the student's eligibility for special education in Nevada.

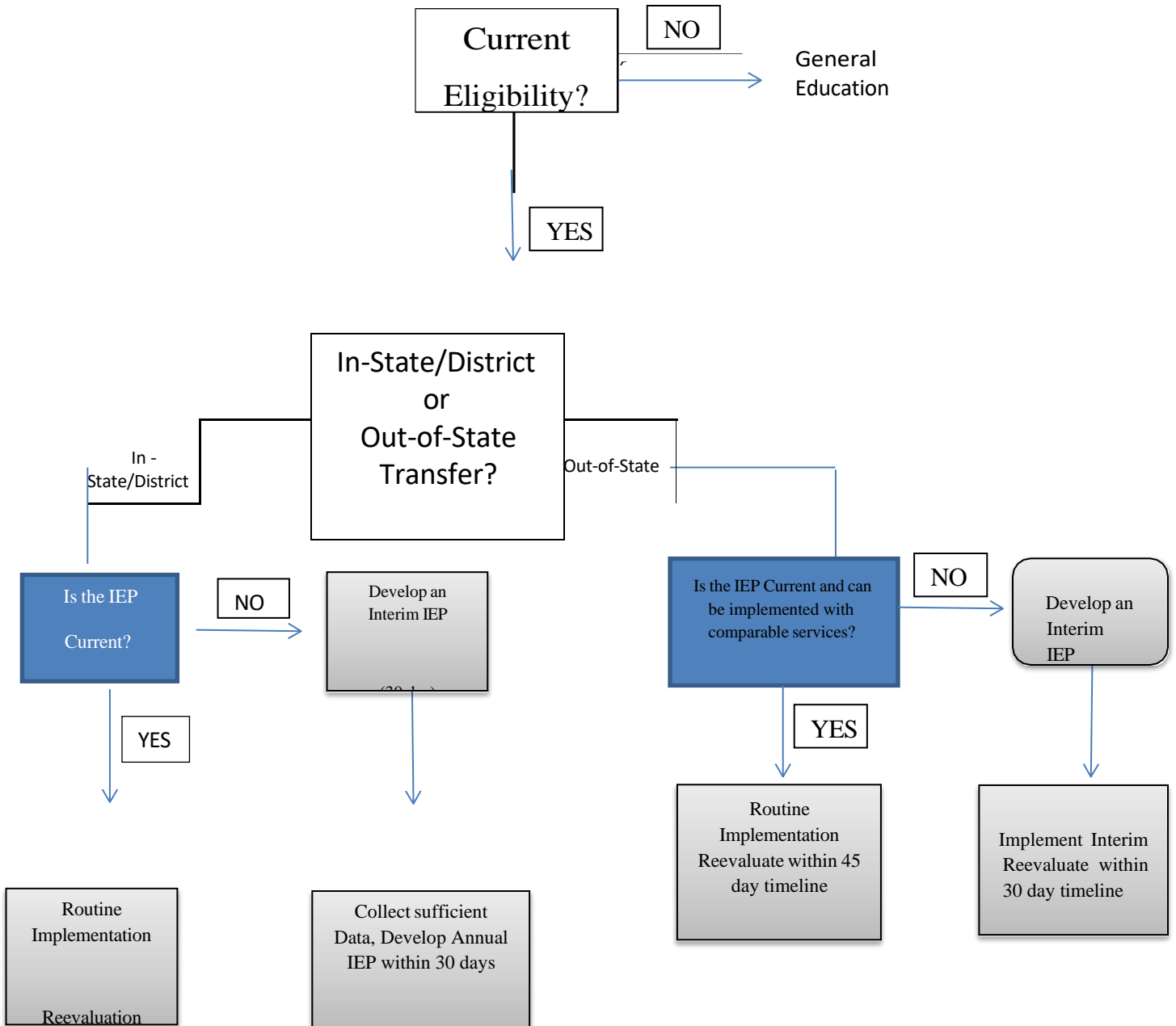
The evaluation coordinator is responsible for coordinating the process needed to ensure that Nevada eligibility is confirmed, whether under the 30-day interim IEP timeline (in circumstances when no IEP is available from the previous charter school or school district), or under the 45-school day timeline when the district is providing services comparable to the services provided under the student's out-of-state IEP.

Parental consent must be obtained using the CONSENT FOR EVALUATION form. If evaluation information is available, the combined members of the eligibility team and IEP Committee must complete the EVALUATION/REEVALUATION REPORT form. If no additional data are needed, provide PARENTAL PRIOR WRITTEN NOTICE of this decision. The eligibility team must meet to determine eligibility within 45 school days of obtaining the parent's written consent.

If the student's previous IEP is available, the charter school must provide the student with a free appropriate public education, including services comparable to those described in the previous IEP, in consultation with the parents, until eligibility in Nevada has been determined and until the charter school develops a new IEP, if appropriate.

If no IEP is available, the student should be receiving services under a 30-calendar-day interim IEP. If a 30-day interim IEP has been developed the student's eligibility must be confirmed and a complete IEP must be developed prior to the expiration of the 30 days. During the 30-day period, the student should be receiving services under an interim Individualized Educational Program.

TRANSFER STUDENTS FLOWCHART



5.5 General Requirements For Evaluations

Initial evaluations and reevaluations must be comprehensive enough to identify all of the student's special education and related service needs, whether or not commonly linked to the disability category in which the student has been, or may be, classified.

5.5.1. *Assessment Areas*

Nevada regulations impose specific requirements for evaluation of particular areas of a student's abilities/skills, behavior, and performance, as follows:

a. Performance in Current Educational Setting

Definition: "Performance in the current educational setting" means the behavioral and academic functioning of a student in the environment in which the majority of the student's education occurs. Generally, a student's past and present educational performance is reviewed to obtain information about: achievement test scores; grades; appropriateness of instruction and progress relative to instruction; any prior, scientific, research-based interventions which may involve modification of the classroom environment, curriculum or delivery of instruction; any positive behavioral intervention/strategies/supports; disciplinary record; and attendance. The person conducting this portion of the evaluation should also review any information collected through the Response To Intervention Program (RTI). If the performance of a student with a disability in the student's current educational setting is assessed, the assessment may include:

- observation of the student in that setting;
- review of any report from a parent or teacher of the student;
- review of samples of the work of the student; and
- curriculum-based assessment.

If the assessment of performance is required to determine the eligibility of the student with Specific Learning Disabilities, information can be used from:

- an observation in routine classroom instruction and monitoring of the student's performance that was done before the student was referred for an evaluation; or
- an observation by an eligibility team member of the student's academic progress in the regular classroom after the student has been referred for an evaluation and parental consent has been obtained. Any interpretation of an assessment of performance in the current educational setting must be made by one or more members of the eligibility team having personal knowledge of the performance of the student.

b. Intervention

Definition: "Intervention" means a strategy, developed on the basis of individual need, designed to have a remediate effect upon any academic or behavioral difficulties of a student. The term does not include disciplinary procedures applied to a group of students unless, giving consideration to the individual needs of a student, such procedures are demonstrably more appropriate than other strategies. Examples of intervention practices may include, but are not limited to:

- adapting curriculum materials to the needs of the student;
- variations in the techniques employed in teaching the student;
- tutoring or supplemental instruction;
- using behavior management programs;
- counseling or direct social skills instruction for the student; and
- modifications to the educational environment.

Definition: "Scientific, research-based intervention" means the modification of the classroom environment,

curriculum or delivery of instruction in general education settings, which is based upon an examination of characteristics of the student as a learner, the instruction being provided and the curricular tasks to be accomplished, and targeted toward improving the student's level of performance and rate of learning. The modification of the classroom environment, curriculum or delivery of instruction is demonstrated through scientifically-based research and practice to have a positive impact on a student's academic achievement or behavior.

c. **Cognitive Abilities**

Definition: "Cognitive abilities" means those abilities involving the processes of thinking, reasoning and problem solving. An individually administered, standardized test of cognitive ability must be used as part of the evaluation process, when appropriate, in assessing the cognitive abilities of a student with a disability. If a score other than the total score of the student on such a test is used to assess the student's cognitive abilities, the procedure must be justified, on the basis of professionally recognized criteria, in the records of the student maintained by the charter school. Any interpretation of an assessment of cognitive abilities must be made by a licensed school psychologist or licensed or certified psychologist. In the case of a student under the age of 6 years, any such interpretation may be made by a licensed school psychologist or a licensed or certified psychologist with documented training in the assessment of preschool students with disabilities

d. **Social and Emotional Condition**

Definition: "Social and emotional condition" means the present thoughts, feelings and interactive behavior of a person. If the social and emotional condition of a student is assessed, the assessment may include:

- observation of the student;
- interview of the student or of any person having personal knowledge of the student; and
- use of a behavior rating scale, an adaptive behavioral scale; and a self-report inventory.

A student may not be identified as a student with serious emotional disturbance without prior interventions and unless a variety of these techniques is used to assess the social and emotional condition of the student. Any interpretation of an assessment of social and emotional condition must be made by a school psychologist or another certified psychologist or licensed mental health professional.

e. **Adaptive Skills**

Definition: "Adaptive skills" include communication, self-care, home living, social skills, community use, self-direction, health and safety, functional academics, leisure and work. The person conducting the evaluation must use a validated adaptive behavior scale. The assessment must include an assessment of any six or more of the following:

- communication;
- self-care;
- home living;
- social skills;
- community use;
- self-direction;
- health and safety;
- functional academics; and
- leisure and work.

Any interpretation of an assessment of adaptive skills must be made by a person qualified to assess adaptive skills through the use of an adaptive behavior scale.

f. **Health**

Definition: "Health" means the general physical condition of a person. If the health of a student is assessed, the assessments include:

- review of health and developmental history;
- hearing and vision screening; and
- physical examination.

When the health of a student with a disability is assessed, the following assessments may also be included:

- audiological assessment;
- physical therapy assessment; or
- occupational therapy assessment of the student.

Any interpretation of an assessment of health must be made by a person qualified to assess the health condition of a student. An evaluation of a student's health and developmental history must be completed to determine if the student has one or more health concerns that substantially affect his or her educational performance. It is essential that the student's medical history and current health be evaluated early in the evaluation process so that any health problems can be identified and, if possible, be remediated prior to conducting other evaluation procedures. Each student being evaluated must undergo a general health evaluation, including vision, hearing, and neurological screening, which must be conducted at the time, or within six months, of the evaluation. However, no student shall be required to undergo any physical examination or medical treatment if the parent objects because of religious beliefs.

A health evaluation generally is conducted by the charter school nurse, who may recommend further medical information as necessary, including obtaining a physician's report. The school nurse conducting the health evaluation should obtain information, as appropriate, from the student's parent, teacher, family physician, the student, and any other pertinent sources such as public health agencies or medical clinics with knowledge of the student. Other staff who obtains pertinent health information in the course of consulting with the parent or the student should provide such information to the school nurse conducting the review.

If a student fails any general health screening, the student should be referred for an examination by a licensed practitioner for diagnosis and remediation. If a student fails a hearing screening and no medical follow-up has occurred, or if a Multidisciplinary Team member believes the student may have a hearing disability, the school nurse should facilitate scheduling of an audiological evaluation with an audiologist. Similarly, if a student fails a general vision screening and no medical follow-up has occurred, the school nurse should facilitate scheduling of a vision evaluation with a licensed practitioner. If a student fails any general health screening, further evaluation and remediation of any problem involving vision, hearing, or neurological function should be completed when possible prior to conducting other evaluation procedures that may be affected by the condition.

If the health evaluation reveals that the student has a vision or hearing problem that cannot be remediated, the school nurse should notify all members of the evaluation team prior to other evaluation procedures being conducted. Failure of any general health screening does not constitute an eligibility determination for the purposes of the IDEA. The school nurse should inform the parent of any student who has failed a general health screening about the eligibility determination process described in the Eligibility Chapter 6.0. For assistance in informing the parent about the eligibility process, the school nurse should contact the student's Multidisciplinary Team.

If a medical consultation, including any psychiatric or neurological consultation, is appropriate, the school nurse conducting the evaluation should contact the charter school Site Administrator should assistance be required in facilitating such a consultation. Nevada regulations require any diagnostic decision concerning an evaluation of health to be made by a person qualified to assess the condition in issue.

The school nurse should document the results of the health evaluation in the MDT report, which should clearly indicate whether the student has a health concern requiring consideration by the Multidisciplinary Team and/or IEP Committee. For example, the report should include information about whether the student needs medication, special health care procedures, preferential seating, etc. The report should include reports of any other medical professionals consulted as part of the health evaluation.

A health evaluation of a student with significant health concerns who has transferred from outside the county of residence and wishes to enroll or is enrolled in the charter school should be completed as part of the evaluation process if the student:

- requires a medical procedure such as G-tube feeding, suctioning, catheterization, oxygen, etc.;
- recently experienced a traumatic brain injury;
- has a seizure disorder not under control;
- has uncontrolled respiratory problems requiring procedures during the school day;
- has other serious health concerns which might warrant medical intervention or monitoring; or
- requires significant assistance with personal care (e.g., toileting, feeding, etc.).

g. **Speech, Language or Other Communication Skills**

Definition: "Speech and language" means skills relating to articulation, phonology, receptive language, expressive language, syntax, semantics, morphology, fluency and the use of the voice. If the speech and language or other communication skills of a student are assessed, the assessment may include:

- observation of the student;
- interview of the student or of any person having personal knowledge of the student;
- use of information from a parent or teacher of the student;
- use of a standardized test of speech, language or other communication skills; and
- health assessment.

Any interpretation of an assessment of speech, language or other communication skills must be made by a licensed speech and language specialist.

h. **Academic Achievement**

Definition: "Academic achievement" means the possession of basic reading skills and skills relating to oral expression, listening comprehension, written expression, reading fluency, reading comprehension, mathematics calculation and mathematics reasoning. In the case of a student under the age of 6, the term means academic readiness and the mastery of language concepts. If the academic achievement of a student with a disability is assessed, the person conducting the assessment may use:

- a standardized test of academic achievement;
- curriculum-based assessment; and
- a report by the teacher of the student.

If the assessment of academic achievement is required to determine the eligibility of the student for special services and programs of instruction, then the assessment must be based upon the use of a standardized test. Any interpretation of an assessment of academic achievement must be made by a person qualified to administer individually standardized tests of academic achievement to the student.

i. **Functional Behavior**

As used in this section, if the functional behavior of a student is assessed as part of the evaluation process, the assessment must include:

- systematic observation of the occurrence of the targeted behavior for an accurate definition and description of the frequency, duration and intensity of the behavior;
- systematic observation of the events that immediately precede each display of the targeted behavior and are associated with the display of the behavior;
- systematic observation and analysis of the consequences following the display of the targeted behavior, to identify the specific environmental or physiological outcomes produced by the behavior, in order to determine the function that the behavior serves for the student. The communicative intent of the targeted behavior must be identified in terms of what the student is either requesting or protesting through the display of the behavior.

- analysis of the settings in which the targeted behavior occurs most frequently. Factors that may be considered include the physical setting, the social setting, the activities and the nature of instruction, scheduling, the quality of communication between the student and staff and other students, the degree of participation of the student in the setting, the amount and quality of social interaction, the degree of choice and the variety of activities.
- review of records for health and medical factors which may influence the targeted behavior, including, without limitation, levels of medication, sleep cycles, health and diet; and
- review of the history of the targeted behavior to include the effectiveness of intervention previously used.

“Targeted behavior” means the particular adaptive or inappropriate behavior of the student that the person conducting the assessment monitors in order to promote adaptive behavior and reduce the occurrence of inappropriate behavior.

5.5.2. *Evaluation Procedures*

In selecting tests and other evaluation materials used to assess a student, the charter school personnel must ensure that in conducting the evaluation, the charter school MDT must, at a minimum:

- Use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student, including information provided by the parent that may assist in determining:
 - whether the student is a student with an IDEA eligibility; and
 - the content of the student’s IEP, including information related to enabling the student to be involved in and progress in the general education curriculum (or for a preschool child, to participate in appropriate activities).
- Not use any single measure or assessment as the sole criterion for determining whether a student is a student with an IDEA disability and for determining an appropriate educational program for the student.
- Use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.
- Ensure that assessments and other evaluation materials used to assess the student are:
 - selected and administered so as not to be discriminatory on a racial or cultural basis; and
 - provided and administered in the student’s native language or other mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to provide or administer;
 - used for the purposes for which the assessments or measures are valid and reliable;
 - administered by trained and knowledgeable personnel; and
 - administered in accordance with any instructions provided by the producer of the assessments.
- Use assessments and other evaluation materials including those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.
- Select and administer assessments to best ensure that if an assessment is administered to a student with impaired sensory, manual, or speaking skills, the assessment results accurately reflect the student’s aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the student’s impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).
- Select assessment tools and strategies which provide relevant information that directly assists team members in determining the educational needs of the student.

- h. Assess the student in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities.
- i. Coordinate with students' prior schools if they have transferred from one district to another district in the same school year, or from another charter school to the charter school, as necessary and as expeditiously as possible to ensure prompt completion of full evaluations.
- j. Must be sufficiently comprehensive to identify all of the student's special education and related service's needs, whether or not commonly linked to the disability category in which the student has been classified.

5.5.3. *Required Assessments by Eligibility Category*

- a. An evaluation for Autism Spectrum Disorder under the Nevada Administrative Code (NAC) must include assessment of:
 - health and medical status;
 - developmental history, including, without limitation, the rate and sequence of development and a clear statement of strengths and weaknesses;
 - cognitive abilities;
 - social and emotional condition in multiple settings;
 - academic achievement;
 - adaptive skills; and
 - speech, language and other communication skills.
- b. An evaluation for Autism Spectrum Disorder must also consider:
 - sensory regulation;
 - self-help and independent living skills;
 - behavior problems;
 - symbolic and imaginative play;
 - activities and special interests; and
 - motor skills.
- c. An evaluation for Hearing Impairment under NAC must include:
 - a comprehensive audiological examination, including pure tone and speech discrimination tests, performed by an audiologist; and
 - an assessment of the health of the student, which must include:
 - health of the student, which must include a comprehensive examination of vision;
 - academic achievement of the student; and
 - speech and language of the student.

If the above requirements are satisfied, the evaluation of the student may include an assessment of the student's cognitive abilities and social and emotional condition.

- d. An evaluation for Visual Impairment under NAC must include:
 - a comprehensive examination of vision, performed by an eye specialist; and
 - an assessment of the health and academic achievement of the student.

If the above requirements are satisfied, the evaluation of the student may include an assessment of the student's cognitive abilities and social and emotional condition.

- e. An evaluation for Orthopedic Impairment under NAC must include an assessment of:
 - the health of the student, which must include a physical examination; and
 - the student's functional limitations in relation to the demands of a regular classroom.

If the above requirements are satisfied, the evaluation of the student may include an assessment for physical therapy or occupational therapy, and an assessment of the student's cognitive abilities, social and emotional

condition and academic achievement.

- f. An evaluation for Health Impairment other than Orthopedic under NAC must:
- assess the health of the student; and
 - analyze the ability of the student to perform in a regular classroom.

If the above requirements are satisfied, the evaluation of the student may include an assessment of the student's developmental history, cognitive abilities, social and emotional condition, academic achievement and language and motor skills.

- g. An evaluation for Speech and Language Impairment under NAC must include an assessment of:
- the performance of the student relating to language, articulation, fluency or voice, as relevant to the student's impairment;
 - the health of the student; and
 - if relevant to the student's eligibility for special education services, the cognitive abilities, academic achievement, and social and emotional condition of the student.
- h. An evaluation for Traumatic Brain Injury under NAC must include an assessment of:
- health;
 - developmental history;
 - cognitive abilities;
 - social and emotional condition;
 - academic achievement;
 - language and motor skills;
 - sensory and perceptual abilities; and
 - attention, comprehension, judgment and problem-solving skills.

An evaluation for Traumatic Brain Injury must also consider, without limitation:

- medical documentation of the injury;
- the student's educational performance relative to a normative population;
- the student's strengths and weaknesses; and
- if possible, the student's educational performance before and after the student acquired the injury.

- i. An evaluation for Intellectual Disability under NAC must include an assessment of:
- cognitive abilities;
 - adaptive skills, including prevocational and vocational assessments, if appropriate;
 - health, including a developmental history;
 - academic achievement; and
 - performance of the student relating to speech and language.

- j. An evaluation for Emotional Disturbance under NAC must include an assessment of:
- social and emotional condition, based in part upon information from the student;
 - health and cognitive abilities;
 - performance in current educational setting; and
 - any previous intervention.

"Socially maladjusted" and "conduct problem" mean behavior characterized by knowledge of social expectations and intentional disregard of those expectations.

- k. An evaluation for Specific Learning Disability under NAC must include assessment of:
- health and developmental history;
 - performance in the student's current educational setting;
 - any scientific, research-based intervention provided to the student;
 - academic achievement;
 - social and emotional condition;

- cognitive abilities, only if the evaluation involved determining the existence of a statistically significant discrepancy between achievement and intellectual ability; and
- an observation of the academic performance of the student in the student’s classroom or, in the case of a child under school age, in an environment appropriate for the child’s age.

To ensure that underachievement of a student suspected of having a Specific Learning Disability is not due to lack of appropriate instruction in reading or math, the evaluation must consider:

- data that demonstrates that prior to, or as part of, the referral process, the student was provided appropriate instruction in regular education settings, delivered by qualified personnel;
- data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction and was provided to the student’s parents; and other extrinsic factors, such as limited English proficiency. Evidence of appropriate instruction and interventions to promote student progress is important in ensuring a full evaluation of all areas of suspected need.

l. An evaluation for Multiple Impairments under NAC must include:

- an assessment of Intellectual Disability, including:
- cognitive abilities;
- adaptive skills, including prevocational and vocational assessments if appropriate;
- health of the student, including a developmental history;
- academic achievement; and
- performance of the student relating to speech and language; and
- an assessment of another disability satisfying NAC requirements.

m. An evaluation for Developmental Delay under NAC must include an assessment of:

- health;
- developmental functioning; and
- social and emotional condition.

n. An evaluation for Deaf-Blindness under NAC must include an assessment of

- hearing impairment satisfying NAC requirements; and
- visual impairment satisfying NAC requirements.

5.5.4. *Timelines for Evaluations*

a. Every effort must be made to complete the evaluation within a reasonable time after the charter school has reason to suspect that a student may have a disability and need special education and related services.

- Both initial evaluations and reevaluations must be completed within 45 school days, from the date of securing informed parental consent or Notice of No Additional Assessments Information Needed, whichever is appropriate, through completion of eligibility determination. The 45-day timeline applies to those days when the student is scheduled to attend school for a standard instructional day (i.e., not summer vacation, track breaks, holidays or ESY). Exception: evaluations that coincide with Interim IEP placements must be completed within 30 calendar days.
- A formal reevaluation must be conducted when conditions warrant it (i.e., new referral questions/assessment needs).
- A formal reevaluation must occur:
 - Not more than once a year, unless the parent and the charter school otherwise agree.
 - At least once every 3 years, unless the parent and the charter school agree that a reevaluation is not necessary. (Student must have 2 or more evaluations, one of which must have been conducted by the current charter school).

- An authorized charter school representative (site administrator or designee) must be involved in the decision-making process. He/she must possess a valid Nevada Administrative license or Nevada Special Education license/endorsement.
 - Agreement between the parent and the charter school that a reevaluation is not warranted must be documented through the Statement of Need (SCOPE) for Reevaluation form.
 - The charter school is not required to conduct reevaluations for students to meet the entrance or eligibility requirements of an outside institution or agency (e.g., vocational rehabilitation programs, colleges/universities, outside agencies, or other post-secondary settings).
- b. Timelines in Exceptional Circumstances
- Upon formal written request of the charter school, the Superintendent of Public Instruction at the Nevada Department of Education may extend the deadline for conducting the initial evaluations for not more than 15 school days.
 - The deadline does not apply if the parent of the student repeatedly fails or refuses to deliver the student for the evaluation.
 - If for any reason (such as extended illness of the student), it becomes impossible to complete the evaluation within 45 school days, the charter school personnel should document the justification for the delay in writing. Delay should only occur in exceptional cases and the documentation for the justification should conform to the codes used in the charter school student information system.

5.6 Early Childhood Evaluation

5.6.1. *Early Childhood Considerations*

The completion of formal eligibility reevaluations for students with disabilities who are 3, 4 or 5 years of age occur when warranted, including when other eligibility classifications are suspected.

In the case of a 5-year old who has a Developmental Delay eligibility, formal reevaluation procedures are required and this reevaluation must occur no later than the student's sixth birthday.

5.7 Bilingual Evaluations

5.7.1. *Language and Cultural Information*

If there is reason to believe that the student may have limited English proficiency (LEP) and is being considered for referral for evaluation or has been referred for evaluation (as well as when an evaluation has been ordered by a hearing officer), the Site Administrator (or designee) should ensure that the following have occurred:

- a. The charter school personnel must have assessed and documented the student's proficiency in English and the student's native language. This language assessment must include:
 - an interview with the student's parent;
 - a determination of the language spoken in the student's home;
 - the language the student uses most comfortably and frequently;
 - the language the student uses to conceptualize and communicate; and
 - the student's levels of language proficiency in English and the native language if feasible to do so.
- b. Information must be gathered about the student's cultural background, including:
 - the language spoken at home;
 - ethnicity;
 - socioeconomic status;
 - the extent to which school expectations may conflict with cultural expectations;
 - family mobility; and

- other information which may be relevant to how the student functions at school.
- c. Information must be gathered about the student’s mode of communication through observation of the extent to which the student uses expressive and written language and other modes of communication as a substitute for expressive language (e.g., gestures, signing, or unstructured sounds).

5.7.2. Evaluations

If there are indications that a student may use a language other than English, the MDT must determine whether a bilingual evaluation is necessary, on a case-by-case basis. For the purpose of making such a determination, the MDT must include qualified personnel with knowledge of second language acquisition theory or document consultation with such a professional.

When a bilingual evaluation is required, the MDT must consult with a Speech Language Pathologist or a bilingual School Psychologist, as needed, in determining which evaluation components must be conducted by qualified bilingual personnel, and which components may be conducted by site-based staff. During the evaluation process, the student’s proficiency in their native language must be determined, if feasible, and must be documented in the evaluation report.

5.8 Evaluations For Special Education Students Who Are Involved In The Discipline Process

5.8.1. In some circumstances, a student who has not yet been determined to be eligible may be entitled to procedural protections under the IDEA and NAC. If there was a recognized suspicion of disability prior to the behavior infraction and recommendation of an alternative placement, discipline must cease, unless the infraction involved weapons, drugs or serious bodily harm, and an expedited evaluation must occur. The LEA is deemed to have knowledge that a student is a student with a disability if, before the behavior that precipitated the disciplinary action occurred:

- a. the parent of the student had expressed concern in writing, to the charter school supervisory or administrative personnel, that the student is in need of special education and related services;
- b. the parent of the student had requested an evaluation of the student; or
- c. the teacher of the student, or other personnel of, the charter school had expressed specific concerns about a pattern of behavior demonstrated by the student, directly to the charter school director of special education or to other charter school supervisory personnel.

5.8.2. Exception - The LEA shall not be deemed to have knowledge that a student is a student with a disability if:

- a. the parent of the student has not allowed an evaluation;
- b. if the parent of the student has refused services;
- c. the student has been evaluated and it has been determined that the student is not a student with a disability; or
- d. the parent has revoked consent for special education and related services.

5.8.3. If a request is made for an evaluation during the time period in which the student is pending long-term disciplinary action (i.e. after the discipline infraction has occurred), an evaluation shall be conducted by the referring school in an expedited manner. Pending the results of the evaluation, the student shall remain in the educational placement determined by school authorities.

5.9 Homebound Evaluation

Evaluations for special education eligibility completed for students who are hospitalized or are receiving homebound services must follow standard procedures for evaluation. Evaluation practices may differ in terms of the setting and modifications required to complete evaluations with these students. The charter school personnel are responsible for

completing the evaluation for all students enrolled at the charter school.

5.10 Evaluation Reports

5.10.1. At the conclusion of the evaluation process, a written report that summarizes the procedures employed, the results, and any educational implications must be developed and eligibility members should have input. The MDT evaluation report may include assessment data from general and special education teachers and related services providers including a school psychologist, speech and language pathologist, school nurse, occupational therapist, physical therapist, and other appropriate personnel. All eligibility members who conduct assessments must include their results in the report.

5.10.2. The MDT evaluation report must include a detailed, educationally relevant description of the student's needs. The report must be written in succinct, readily understandable language, using as little educational jargon as possible. Each report should include, as appropriate:

- a. student demographic information;
- b. reasons for referral;
- c. review of prior/previous interventions and student progress, and the student's educational history and classroom performance data;
- d. evaluation methods used;
- e. any variation from standard conditions in the administration of assessments, including variations in the qualifications of the person administering a test or the method of test administration;
- f. results of all relevant assessments and interpretations of results, including the student's strengths and weaknesses;
- g. a description of the student's relevant behavior during the evaluation and classroom observation, and the relationship of that behavior to the student's evaluation results and educational performance;
- h. if a bilingual evaluation was conducted or considered, the language(s) used to test the student and the methods used;
- i. environmental, cultural, or economic factors; and
- j. professional recommendation regarding the student's eligibility for special education and related services.

5.10.3. Distribution of a draft MDT evaluation report to the parent at, or immediately prior to, scheduled eligibility meetings is an acceptable practice that can facilitate team collaboration and informed decision making. However, draft reports do not constitute educational records under FERPA and therefore, the parent is not entitled to earlier release of draft reports.

5.10.4. The person(s) conducting the evaluation must sign the MDT evaluation report, provide the dates the assessments were administered, and the date of the eligibility meeting. The parent must receive a copy of the signed MDT evaluation report and Statement(s) of Eligibility upon their completion at the formal MDT eligibility meeting. The MDT evaluation report must be maintained in the student's confidential folder.

5.11 Independent Educational Evaluations

5.11.1. *Definition*

An independent educational evaluation (IEE) means an evaluation conducted by a qualified examiner who is not employed by the charter school.

5.11.2. *Right to evaluation*

If a parent disagrees with an evaluation obtained by the charter school, the parent has the right to request an IEE. The charter school personnel must respond to the request in a timely manner. The charter school personnel must, without unnecessary delay, either:

- a. ensure that an IEE is provided at the charter school's expense; or
- b. initiate an impartial due process hearing, to demonstrate that the charter school's evaluation is appropriate.

At expense means that the charter school either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent. The parent may be asked about, but not required, to provide reasons for objecting to the charter school's evaluation prior to obtaining an IEE, but any request for such reasons may not be used to delay an IEE. For an independent educational evaluation to be conducted at the charter school's expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria the charter school uses when it initiates an evaluation, to the extent those criteria are consistent with the parent's right to an IEE. Beyond these conditions, the charter school is not allowed to impose additional conditions or timelines.

If a hearing officer requests an IEE as part of a hearing, the cost of the evaluation must be at public expense. If a due process hearing results in a final decision that the charter school's evaluation is appropriate, the student's parent still has the right to an IEE, but not at the charter school's expense. The charter school personnel must consider an IEE, whether or not conducted at the charter school's expense, in any decision regarding the provision of a free appropriate public education to the student, so long as the IEE meets the charter school criteria. The results of an IEE may be presented as evidence in a due process hearing.

5.11.3. *Procedures*

- a. If a parent requests an IEE, either verbally or in writing, the school must submit the request in writing along with the confidential folder to the charter school Site Administrator or designee within two school days of the parent's request.
- b. Within 15 school days of the receipt of the request, the Site Administrator, or other charter school designee, will review the request and notify the parent of the decision in writing.
- c. The decision will come from the charter school Site Administrator or designee.
- d. The school will not send a Parental Prior Notice of District Refusal.

5.11.4. *Notice of the Right to an Independent Educational Evaluation*

The charter school personnel must provide to parents, on request for an IEE, information about where an IEE may be obtained, including the charter school's criteria applicable to IEEs. This information should be made available in a manner that is readily understandable to the general public, including parents whose native language is not English.

5.11.5. *Screenings*

The screening of a student by a teacher or specialist to determine appropriate instruction strategies for curriculum implementation shall not be considered to be an evaluation for determining eligibility for special education and related services.

Chapter 6 Eligibility

This Chapter describes:

6.1 The Eligibility Determination

- 6.2 The Multidisciplinary Team (MDT) and Eligibility Team (ET)
- 6.3 Criteria for determining Eligibility
- 6.4 Report of the Eligibility Determination

6.1 The Eligibility Determination

Once a student has been formally evaluated, the charter school must convene a meeting of the Multidisciplinary Team (MDT) to determine whether the student has a disability and whether the student is eligible for special education and related services. This chapter explains the general requirements for eligibility determination, eligibility criteria, the composition of the MDT, and the requirements for the team's reports. In order to ensure that required time frames are met for conducting an Individualized Education Program (IEP) meeting and that students begin receiving needed services in a timely manner, it is important to promptly schedule the MDT's eligibility determination meeting. In many instances, the eligibility determination and the IEP meeting may be held on the same date, provided that all necessary participants for each meeting are available and appropriate prior notices were sent.

6.1.1. *General Requirements of Eligibility Determination*

- a. Upon completion of a formal evaluation, an MDT of qualified professionals and the student's parent must determine whether the student is a child with a disability within the meaning of IDEA. IDEA defines a child with a disability as a child who has been formally evaluated, has one or more identified disabilities, and because of that disability, needs special education and related services.
- b. A student must have at least one of the following disabilities, as defined in the NAC, to be eligible for special education services in Nevada:
 - Autism spectrum disorder;
 - hearing impairment (including deafness);
 - visual impairment (including blindness);
 - deaf-blindness;
 - orthopedic impairment;
 - health impairment, other than orthopedic impairment;
 - speech and language impairment;
 - traumatic brain injury;
 - intellectual disability;
 - emotional disturbance;
 - specific learning disability;
 - multiple impairments; and/or
 - developmental delays (for a child aged 3 through 5 only).
- c. A student is not considered eligible for special education services if the MDT determines, through an appropriate evaluation, that a student has one of the above disabilities but does not require special education services. Related services are a support service and are only provided to students eligible for special education services.
- d. Speech and Language Impairment is one of the identified eligibilities under NAC. Speech/Language services may be considered as either specially designed instruction or related services.

6.1.2. *Lack of Instruction in Reading or Math and Limited English Proficiency*

- a. A student may not be determined to be a child with a disability if the determinant factor for eligibility is:
 - lack of appropriate instruction in reading including the essential components of reading instruction;

- the essential components of reading instruction means explicit and systematic instruction in:
 - phonemic awareness;
 - phonics;
 - vocabulary development;
 - reading fluency, including oral reading skills; and
 - reading comprehension strategies;
- lack of appropriate instruction in math; or
- limited English proficiency; and
- the student does not otherwise meet the eligibility criteria described in this chapter.

6.1.3. *Restrictions*

a. Drug or Alcohol Addiction

A student's drug or alcohol addiction may not serve as the sole basis for determining that the student has a disability for purposes of IDEA eligibility. However, a student with a drug or alcohol addiction is eligible under IDEA if the MDT determines that the student otherwise meets the criteria for one of the identified disabilities and needs special education and related services.

b. Students Incarcerated as Adults

The charter school is not responsible for initial identification activities for students who are convicted as adults and incarcerated in adult prisons.

6.1.4. *Age Ranges for Eligibility*

A child with a disability who has an educational need is eligible for services under IDEA when the child turns three years of age. A student's eligibility terminates when the student graduates with a regular high school diploma (Option 1) or reaches age 22, whichever is earlier.

NOTE: Even though Federal and State monies are terminated after a Special Education student's 22nd birthday, public charter schools may choose to continue services through the end of the school year. Additionally, students who receive an Adjusted Diploma (Option 2) before their 22 birthday, can choose to return and stay in school until they are 22 years of age.

6.1.5. *Termination of Eligibility*

a. Any termination of eligibility is considered a change in placement. Termination of eligibility occurs when the student or guardian who has retained educational rights:

- graduates with a regular high school diploma (Option 1);
- turns 22 years of age, or
- is formally evaluated and found not eligible by the Multidisciplinary Team, or
- student or guardian revokes services.

b. A Free Appropriate Public Education (FAPE) is available to any individual student with a disability who needs special education and related services. A student may still be eligible for special education even though they have demonstrated passing grades and are advancing grade to grade. The determination that a student is eligible under this part must be made on an individual basis by an appropriate MDT.

6.2 The Multidisciplinary Team

6.2.1. *General Requirements for MDT/Eligibility Team Membership*

Membership requirements differ based on specific eligibility classifications, as defined by NAC. These requirements are identified in the following chart.

REQUIRED PARTICIPANTS AT MDT EVALUATION/ELIGIBILITY MEETINGS						
Eligibility Category	School Psychologist	Special Ed. Teacher / Specialist	Gen. Ed. Teacher	Speech Pathologist	School Nurse	Parent
Autism Spectrum Disorder	X	X	X	X		X
Deaf/Blind*		**			R	X
Developmental Delay	X	X			R	X
Emotional Disturbance	X	X	X			X
Health Impairment	X	X	X		X	X
Hearing Impairment/ Deaf*		**			R	X
Intellectual Disability	X	X		X		X
Multiple Impairment	X	X		X		X
Orthopedic Impairment		X	X		X	X
Specific Learning Disability	X	X	X			X
Speech/Lang. Impairment		** *	X	X		X
Traumatic Brain Injury	X	X	X	X	X	X
Visual Impairment		**			R	X

Above Required Participants Chart Key

X = required member as indicated by the (NAC)

** = the charter school /SPCSA recommends an audiologist be present*

*** = Two (2) specialists required in attendance*

**** = only if the student has another disability in addition to speech and language impairment*

R = Recommended member by the charter school/ SPCSA

6.2.2. Other Considerations

- a. A minimum of three (3) participants must be in attendance for any eligibility.
- b. Health assessments are required for all eligibilities; however, a school nurse is not always a required participant in formal eligibility meetings.
- c. Eligibility decisions are finalized as a function of the majority position among required team members, whereas IEP and placement decisions are typically finalized as a function of attaining consensus among required participants. In the absence of a consensus among MDT members for eligibility determination, the team must consider and determine the following factors:
 - were there sufficient discussions among team members over outstanding disagreements; and
 - is there enough information available to render a decision.

6.3 Criteria For Determining Eligibility

In order to determine that a student is eligible for special education and related services, the MDT must determine that the student meets the specific criteria under NAC for one or more disabilities. The following sections describe NAC criteria according to specific classifications.

6.3.1. *Autism*

a. Definition and Criteria for Determining Eligibility

NAC defines “Autism” to mean a spectrum disorder which:

- significantly affects the verbal and nonverbal communication and social skills of a person and is often characterized by repetitive activities and stereotyped movements, resistance to changes in environment or daily routine, and responding to sensory experiences in an unusual manner;
- is usually apparent before the age of 3 years; and
- adversely affects the educational performance of a student causing significant delays or irregular patterns in learning, or both. The term includes, without limitation, a group of developmental disorders such as autistic disorder, Asperger’s disorder, atypical autism, pervasive developmental disorder and other disorders that share the characteristics described above. The term Autism does not apply if a student’s educational performance is adversely affected primarily because the student has an emotional disturbance as defined in NAC.

6.3.2. *Hearing Impairment*

a. Definition

NAC defines “Hearing Impairment” to mean an impairment of the hearing mechanism which affects sound integration and prevents or delays the normal development of speech and language.

b. Criteria for Determining Eligibility

Nevada regulations provide that a student is eligible for special services and programs of instruction if the MDT concludes that the student meets the following standards, as applicable:

- Hard of Hearing
- the student has the ability, if aided, to hear and understand most spoken words;
- the student’s hearing mechanism, though defective, is sufficiently functional with or without the use of a hearing aid to allow a receptive flow of information; and
- the student has an average hearing threshold of 30 decibels or more.
- Deafness
- routine auditory communication is impossible for the student, or nearly so, because of the student’s inability to discriminate among and understand the sounds that reach the student;
- the sense of hearing of the student is nonfunctional for the ordinary purposes of life, whether as the result of congenital or post-lingual deafness; and
- the student has an average hearing threshold level, at 500, 1,000 and 2,000 Hz, of 92 decibels or more.

As used in this subsection, nonfunctional for the ordinary purposes of life means that the student does not receive speech sounds clearly enough through hearing, with or without amplification and notwithstanding the fact that he may be aware of loud or random noises, to develop language. A student under the age of 6 years can be eligible for the special services and programs under the classification of Hearing Impairment.

6.3.3. *Visual Impairment*

a. Definition

NAC defines “Visual Impairment” to mean an impairment which, despite correction, adversely affects or will adversely affect the ability of a student to benefit from or participate in an educational program without the

assistance of special education.

b. **Criteria for Determining Eligibility**

Nevada regulations provide that a student is eligible for special services and programs of instruction based on moderate or severe visual impairment if the MDT concludes that the student meets the following standards, as applicable:

- **Moderate Visual Impairment**
 - the student can use vision as the main channel of learning; and
 - the student's visual acuity is 20/70 or less in the better eye with the best possible correction; or
 - the student suffers from a progressive deterioration of vision, the probable result of which will be the student's visual acuity is 20/70 or less in the better eye with the best possible correction.
- **Severe Visual Impairment**
 - the student's visual acuity does not exceed 20/200 in the better eye;
 - the student's vision in the better eye is restricted to a field which subtends an arc of not more than 20 degrees; or
 - the student suffers from a progressive deterioration of vision, the probable result of which will be one or both of the conditions described in the points above. A student under the age of 6 years can be eligible for the special services and programs under the classification of Visual Impairment.

6.3.4. Deaf-Blindness

a. **Definition**

NAC defines "Deaf-Blindness" to mean concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational problems that they cannot be accommodated in special education programs solely for students who are deaf or students who are blind.

b. **Criteria for Determining Eligibility**

Nevada regulations do not delineate specific criteria for determining Deaf- Blindness. To be determined eligible for services under the disability of Deaf-Blindness, the student must be eligible to receive services under both Hearing Impairment and Visual Impairment. A student under the age of 6 years can be eligible for the special services and programs under the classification of Deaf-Blindness.

6.3.5. Orthopedic Impairment

a. **Definition**

NAC defines an "Orthopedic Impairment" to mean a severe impairment that adversely affects the student's educational performance and which results from:

- congenital anomaly including without limitation, clubfoot and absence of a member;
- a disease, including without limitation, bone tuberculosis and poliomyelitis; or
- any disease including without limitation, cerebral palsy, an amputation and a fracture or burn that caused a contracture.

b. **Criteria for Determining Eligibility**

Nevada regulations provide that a student is eligible for special services and programs of instruction if the MDT determines that the student suffers from a Severe Orthopedic Impairment which adversely affects the student's educational performance. To determine whether an Orthopedic Impairment adversely affects educational performance, an analysis must be conducted of the impairment to determine whether the student can function in a regular classroom.

6.3.6. Health Impairment other than Orthopedic Impairment

a. **Definition**

NAC defines “Health Impairment” to mean an impairment that limits the strength vitality or alertness of the student, including, but not limited to, a heightened alertness to environmental stimuli which results in limited alertness with respect to the educational environment and which:

- is caused by chronic or acute health problems such as asthma, attention deficit disorder or attention deficit hyperactivity disorder, childhood disintegrative disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, Rhett’s disorder, sickle-cell anemia, and Tourette syndrome (this list of specific health conditions is meant to be illustrative, not exhaustive); and
- adversely affects the educational performance of the student.

b. **Criteria for Determining Eligibility**

A student is eligible for special services and programs of instruction if the MDT concludes that the student has health impairment other than an orthopedic impairment which could reasonably be interpreted as adversely affecting the educational performance of the student. Adversely affecting educational performance may include, without limitation, difficulty concentrating, chronic fatigue and impulsiveness which interfere with the student’s ability to be educated.

c. **Some students with attention deficit disorder (ADD) or attention deficit hyperactivity disorder (ADHD) may be eligible for special education and related services by meeting the criteria for Health Impairment, or may be eligible based on meeting the criteria described in this chapter for another type of disability. Those students would be classified as eligible for services under the Health Impairment definition if:**

- the ADD or ADHD is determined to be a chronic health problem that results in limited alertness (including heightened alertness to environmental stimuli that results in limited alertness with respect to the educational environment);
- the ADD or ADHD adversely affects educational performance; and
- special education and related services are needed to address the ADD or ADHD.

6.3.7. *Speech and Language Impairment*

a. **Definition**

NAC defines “Speech and Language Impairment” to mean a disorder relating to language, articulation, fluency, or the use of the voice which:

- is outside the range of acceptable variation in a given environment;
- is inconsistent with the chronological or mental age of the student; or
- affects the emotional, social, or educational adjustment of the student.

b. **Criteria for Determining Eligibility**

Nevada regulations state that a student is eligible for special services and programs of instruction based on a speech and language impairment if the MDT concludes that the student meets the following standards, as applicable:

- that an impairment exists;
- the student has demonstrated the ability to profit from speech and language therapy; and
- the student requires a program of instruction, because of the nature or severity of the student’s impairment, which is not feasible in the current educational setting because:
 - intensive remedial techniques or strategies, which can only be implemented in a clinical or therapeutic setting, are required to improve communication skills of the student;
 - the nature of the impairment requires that the student receive the services of a speech and language pathologist; or
 - the impairment is of such severity or multiplicity as to require individual or small group management that is available only in a speech and language program. The MDT may find that a student has a Speech and Language Impairment based on a deficit or disorder with respect to:
 - phonology or articulation, as indicated by the presence of three or more of the

- following conditions:
 - the student has the physiological potential to make the neuromuscular adjustments necessary for oral expression;
 - the student’s lack of intelligibility interferes with communicative ability;
 - the student cannot adequately discriminate, initiate, or sequence sound patterns;
 - the student’s ability to articulate is significantly less than that which is expected in view of the student’s cognitive abilities and level of development; or
 - the deficit or disorder has an adverse social, emotional, or academic effect on the student.
- use and comprehension of language, as indicated by the presence of two or more of the following conditions:
 - the student’s ability to comprehend language is significantly less than that which is expected in view of the cognitive abilities and level of development of the student;
 - the student’s pragmatic use of language is inappropriate; or
 - the deficit or disorder has an adverse social, emotional, or academic effect on the student.
- fluency of speech, as indicated by the presence of two or more of the following conditions:
 - the student’s speech is observed to be diffluent;
 - the severity of the deficit or disorder is such that it interferes with the student’s communication; or
 - the deficit or disorder has an adverse social, emotional, or academic effect on the student.
- quality, pitch, or intensity of voice, as indicated by the presence of two or more of the following conditions:
 - voice therapy is recommended by a physician or another person certified as a specialist in the identification and treatment of oral, nasal, or laryngeal anomalies;
 - the severity of the deficit or disorder is such that it interferes with the student’s communication; or
 - the deficit or disorder has an adverse social, emotional, or academic effect on the student.
- A student with limited English proficiency is eligible for the special services and programs of instruction on the same basis as other students, if the impairment:
 - manifests itself in the student’s native language and in English; and
 - is not attributable to the phonological system of the student’s native language, or to dialectal differences of articulation and language form between that language and English.
- A student under the age of 6 years can be eligible for special services and programs under the classification of Speech and Language Impairment.

6.3.8. *Traumatic Brain Injury*

a. Definition

NAC defines “Traumatic Brain Injury” to mean an injury to the brain caused by an external force that results in the total or partial functional disability or psychosocial impairment of a person, or both. Except as otherwise provided in this section, the term applies to any injury to the brain which adversely affects educational performance including, without limitation, injuries affecting a student’s:

- cognitive abilities;
- speech;
- language;
- information processing;
- memory;
- attention;
- reasoning;

- abstract thinking;
- judgment;
- problem solving abilities;
- sensory, perceptual and motor skill abilities;
- psychosocial behavior; and
- physical functions.

The term does not include injuries to the brain that are congenital or degenerative or which are induced by trauma during birth.

b. **Criteria for Determining Eligibility**

A student is eligible for special services and programs of instruction if the MDT concludes that the student has a traumatic brain injury that adversely affects the student’s educational performance. In making the determination, the eligibility team shall consider, the following, but not limited to::

- medical documentation of the injury;
- the student’s educational performance relative to a normative population;
- the student’s strengths and weaknesses; and if possible, the student’s educational performance before and after the student acquired the injury.

6.3.9. *Intellectual Disability*

a. **Definition**

NAC defines the term “Intellectual Disability” as a condition that:

- is characterized by intellectual functioning at a level that is significantly below average, and which exists concurrently with related limitations in two or more of the following adaptive skill areas:
 - communication skills;
 - self-care;
 - home living;
 - social skills;
 - use of the community;
 - self-direction;
 - health and safety;
 - functional academics;
 - leisure; and
 - work;
- manifests before the age of 18 years; and
- adversely affects the educational performance of a student.

b. **Criteria for Determining Eligibility**

Nevada regulations provide that a student is eligible for special services and programs of instruction based on mild, moderate, severe, or profound Intellectual Disability if the MDT concludes that the student meets the following standards, as applicable:

- **Mild Intellectual Disability**
 - the measured cognitive abilities, as determined by an acceptable individual standardized test, are at least 2 standard deviations below the mean score for that test;
 - the adaptive skills, in comparison with those members of the student’s chronological peer group, indicates that the student is experiencing difficulty; and
 - the academic achievement is generally consistent with the cognitive abilities and adaptive skills of the student.
- **Moderate Intellectual Disability**
 - the measured cognitive abilities, as determined by an acceptable individual standardized

- test, are at least 3 standard deviations below the mean score for that test;
- the adaptive skills, in comparison with those members of the student’s chronological peer group, indicates that the student has markedly lower capabilities; and
- the academic achievement and speech and language development is generally consistent with the cognitive abilities and adaptive skills of the student.
- Severe Intellectual Disability
 - the measured cognitive abilities, as determined by an acceptable individual standardized test, are at least 4 standard deviations below the mean score for that test;
 - the adaptive skills, in comparison with those members of the student’s chronological peer group, indicates that the student has extensively lower capabilities; and
 - the developmental functioning of the student is generally consistent with the cognitive abilities and adaptive skills of the student.
- Profound Intellectual Disability
 - the measured cognitive abilities, as determined by an acceptable individual standardized test, are at least 5 standard deviations below the mean score for that test;
 - the adaptive skills, in comparison with those members of the student’s chronological peer group, indicates that the student has extremely limited capabilities; and
 - the developmental functioning of the student is generally consistent with the cognitive abilities and adaptive skills of the student.

6.3.10. *Emotional Disturbance*

a. Definition

NAC defines “Serious Emotional Disturbance” to mean a severe emotional disorder that:

- is exhibited by a person for at least 3 months;
- adversely affects academic performance; and
- includes one or more of the following:
 - an inability to learn which is not caused by an intellectual, sensory or health factor;
 - an inability to engage in or to maintain interpersonal relationships with peers and teachers;
 - inappropriate behavior or feelings;
 - a general and pervasive mood of unhappiness or depression; a physical symptom associated with a personal or academic problem; or
 - the expression of fears regarding personal or academic problems.

b. Criteria for Determining Eligibility

Nevada regulations provide that a student is eligible for special services and programs of instruction based on an emotional disturbance if the MDT concludes that:

- the student exhibits one or more of the characteristics described in section below;
- these characteristics have been evident for at least 3 months;
- the characteristics adversely affect the student’s ability to perform developmental tasks appropriate to the student’s age:
 - within the educational environment, despite the provision of intervention strategies; or
 - in the case of a student under school age, in the home, child care, or preschool setting; and
 - special education support is required to alleviate these adverse effects.

The characteristics listed in Nevada regulation for Emotional Disturbance involve consistent manifestation of any of the following:

- an inability to build or maintain satisfactory interpersonal relationships within the school environment, including:

- withdrawal or isolation from others; or
- efforts by the student to obtain negative attention from others through punishment;
- inappropriate behavior or feelings under normal circumstances, including atypical behavior such as outbursts of anger, crying, or head banging, without apparent cause or reason;
- a pervasive mood of unhappiness or depression; or
- fears or a tendency to develop physical symptoms associated with personal or school problems.

Nevada regulations specify that a student is not eligible for special education and programs of instruction solely because of sensory, intellectual, or health factors or the student is socially maladjusted or has a conduct problem. A student who is socially maladjusted or has a conduct problem may not be determined to be eligible for special education services and programs of instruction unless the MDT concludes that the student otherwise meets the eligibility criteria.

6.3.11. *Specific Learning Disability*

a. Definition

NAC defines “Specific Learning Disability” to mean a disorder in one or more of the basic psychological processes involved in understanding or using spoken or written language which is not primarily the result of a visual, hearing or motor impairment, intellectual disability, serious emotional disturbance, or an environmental, cultural or economic disadvantage. The disorder may manifest itself in an imperfect ability to listen, think, speak, read, write, spell or perform mathematical calculations. The disorder includes, without limitation, such conditions as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia and developmental aphasia.

b. Criteria for Determining Eligibility

Nevada regulations provide that a student is eligible for special services and programs of instruction based on specific learning disabilities if the MDT concludes that:

- The student does not achieve adequately for the student’s age or meet State-approved grade-level standards in one or more of the following areas, when provided with learning experiences and instruction appropriate for the student’s age or State-approved grade-level standards:
 - oral expression;
 - listening comprehension;
 - written expression;
 - basic reading skills;
 - reading fluency skills;
 - reading comprehension;
 - mathematics calculation; or
 - mathematics problem solving;
- The student does not make sufficient progress to meet age or State- approved grade-level standards in one or more of the areas identified in this subsection when using a process based on the student’s response to scientific, research-based intervention; or the student exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, State-approved grade-level standards, or intellectual development, that is determined by the group to be relevant to the identification of a specific learning disability; and
- The findings in this subsection are not primarily the result of:
 - a visual, hearing, or motor disability;
 - intellectual disability;
 - emotional disturbance; cultural factors;
 - environmental or economic disadvantage; or
 - limited English proficiency.
- Interventions implemented in general education classrooms have not remedied any identified

underachievement.

- Any identified underachievement or severe discrepancy between achievement and intellectual ability is not correctable without special education services.
- If the charter school determines that student has not made sufficient progress to meet age or State- approved grade level standards in one or more of the areas identified in this subsection when using a process based on the student’s response to scientific, research-based intervention the charter school, being a public agency, must document:
 - the instructional strategies used and the student centered data collected; and
 - that the student’s parents were notified about the charter school’s Special Education Department’s policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided;
 - strategies for increasing the student’s rate of learning; and
 - the parents’ right to request an evaluation to determine whether the student is eligible for special education and related services.
- The MDT must document the determination of eligibility which must contain:
 - a statement as to whether the student has a specific learning disability;
 - the basis for making that determination, including an assurance that the determination has been made in accordance with NAC;
 - a description of the relevant behavior noted during the observation of the student;
 - a statement of the relationship of that behavior to the academic functioning of the student;
 - any educationally relevant medical findings;
 - a statement as to whether the student does not achieve adequately for the student’s age or to meet State approved grade-level standards and:the student has not made sufficient progress to meet age or State approved standards when using a process based on the student’s response to scientific, research based intervention; or
 - the student exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, State-approved grade level standards or intellectual development.
 - a statement that any identified underachievement or severe discrepancy between achievement and intellectual development is not correctable without special education services;
 - the conclusion of the team concerning the effect upon the student of any visual, hearing, or motor disability; intellectual disability; emotional disturbance; cultural factors; environmental or economic disadvantage; or limited English proficiency on the child’s achievement level; and
- if the student has participated in a process that assesses the student’s response to scientific, research- based intervention:
 - the instructional strategies used and the student centered data collected; and
 - documentation that the student’s parents were notified about:
 - the charter school’s Department’s policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided;
 - strategies for increasing the student’s rate of learning; and
 - the parents’ right to request an evaluation to determine whether the student is eligible for special education and related services.
- a certification by each member of the team that the report reflects the member’s conclusions

or, if the report does not reflect the conclusions of a member, a minority report of the conclusions of that member. Students with ADD or ADHD who are eligible for special education and related services may meet the criteria for “Health Impairment,” “Specific Learning Disability” or “Emotional Disturbance”, depending upon the student’s profile.

6.3.12. *Multiple Impairment*

a. Definition and Criteria for Determining Eligibility

NAC defines “Multiple Impairments” to mean that a student meets the requirements for eligibility for students with Intellectual Disability and the requirements for eligibility for any additional disabling condition, other than a Specific Learning Disability, Developmental Delay or a Speech and Language Impairment.

6.3.13. *Developmental Delay*

a. Definition

NAC defines “developmental functioning” to mean cognitive abilities, gross and fine motor skills, self-help, social and emotional condition, and the skill in the use of receptive and expressive language.

b. Criteria for Determining Eligibility

Nevada regulations provide that a student is eligible for special services and programs of instruction based on Developmental Delay (DD) if the Multidisciplinary Team concludes that the student demonstrates a delay of at least two standard deviations in one, or at least one standard deviation in two or more, of the following areas:

- receptive or expressive language;
- cognitive abilities;
- gross or fine motor function;
- self-help;
- social or emotional condition.

c. Termination of Eligibility

A student may no longer be identified with a developmental delay if:

- the student maintains appropriate developmental functioning in all developmental areas for 6 months or more, and the MDT, based on evaluation data, concludes that special education services are no longer necessary; or
- the student reaches age 6. For students who have DD classification and are approaching the age of 6, the charter school should reevaluate to determine whether the student has another disability that would require continuing special education services.

6.4 Report Of The Eligibility Determination

6.4.1. *Preparation of the Reports*

The MDT must document its determination of a student’s eligibility or ineligibility for special education services in a written evaluation report and statement of eligibility. All team members must indicate that the evaluation report is an accurate summary of their analysis and conclusions by signing the final report. All evaluation reports must be filed in the student’s confidential folder (All students who have been formally evaluated should have a confidential folder developed and maintained at the charter school campus, whether or not the student was found eligible). The MDT must complete a statement of eligibility for each disability formally considered by the team. The parent must be provided a copy of finalized statements of eligibility and evaluation reports on which the determination of the student’s eligibility or ineligibility is based. When the eligibility determination is based on the conclusions of the majority of the team, and some members disagree, the team may consider whether to prepare a written report of the minority’s conclusion (required for minority conclusions when determining specific learning disability eligibility). A minority report must be attached to the pertinent statement of eligibility in the confidential folder. NOTE: Refer to 5.2 and 5.3.

6.4.2. *Content of the MDT Evaluation Report*

The evaluation report should discuss the MDT’s findings and conclusions regarding whether the student has a specific

disability and whether, because of that disability, the student needs special education and related services. The report should discuss the basis for these conclusions, with reference to the definitions, criteria, and required evaluation components for each particular area of disability considered, including those rejected by the team. The report should describe the student's areas of deficit and strengths and the resulting effects on student's learning, functional performance, and academic achievement. An evaluation report must include the reason for referral, required assessments by disability classification, and determination of special education need. The report should specifically recommend any additional evaluations when needed. If no such recommendation is made, the presumption will be that the MDT has concluded that no additional evaluation is required. The report should be written in clear and concise language understandable to the parent and others who may refer to it.

Chapter 7 Individualized Education Programs

Introduction

Once a determination has been made that a student has a disability and needs special education and related services, an Individualized Education Program (IEP) must be developed for the student in accordance with the procedures and standards described in this Chapter. An IEP is a written program designed to provide special education and related services in accordance with the student's disability related needs.

This Chapter describes:

- 7.1 Prior Written Notice
- 7.2 Parental Participation
- 7.3 IEP Meeting Participants
- 7.4 Consent for Initial Provision of Special Education and Related Services
- 7.5 Types of IEPs
- 7.6 IEP Components
- 7.7 Students with disabilities in adult prisons
- 7.8 Conducting an IEP meeting

7.1 Prior Written Notices

7.1.1. *Parental Prior Notice of District/the charter school Proposal*

- a. It is the responsibility of the special education supervisor to reach an agreement with the parent for a mutually agreed upon time for a meeting and provide Prior Written Notice (PWN) to the parent/legal guardian and student if 14 years of age or older.
- b. Beginning when a student reaches age 14, the notice must indicate that proposed action of the meeting is to also plan transition services and a copy of the notice **must** be provided to the student. Additionally, the confidential folder must have copies of the PWN to parents and student.

7.1.2. *Proposed Meeting Arrangements*

- a. At a reasonable time before a proposed IEP meeting, the Site Administrator or designee must also provide proposed meeting arrangements to the student's parent.
- b. The meeting arrangements should include time, date, location, participants and their positions of the IEP meeting (i.e. Amy Smith, Occupational Therapist)
- c. Beginning at age 14, the student must be invited to attend the meeting and be provided a copy of the meeting arrangements.
- d. The Proposed Meeting Arrangements and the Parental Prior Notice of School Proposals must use understandable language and be provided in the native language or other mode of communication of the

parent/guardian and/or student.

- e. A copy of the Proposed Meeting Arrangements and the Parental Prior Notice of School Proposals must be filed in the student's confidential folder and documented in the status record that a copy was given to the parent and the student (14 years or older). See Chapter 3.0 on Prior Notices for additional information and procedures.

7.2 Parental Participation

7.2.1. The Site Administrator or designee must take steps to ensure that one or both of the student's parents/legal guardians are present at each IEP meeting or are afforded the opportunity to participate in the development of the student's IEP.

7.2.2. IEP meetings should be scheduled at a mutually agreed upon time and place, and the parent should be notified well enough in advance, 5 to 10 days, of the meeting to ensure that they will have an opportunity to attend. If neither parent can physically attend an IEP meeting, the Site Administrator or designee must use other methods to ensure parent participation (this could include a telephone conference call, videoconference, or other means with the required team members present).

7.2.3. The charter school may proceed with an IEP meeting without a parent in attendance, if and only if, the charter school has detailed records of all required attempts to ensure parent participation as described in 7.2.4. below, unless the parent has expressed a desire to attend, then the school must continue to document attempts to include the parents in the development of their child's IEP.

7.2.4. All efforts to arrange a mutually agreed upon time and place for the meeting must be documented in the student's confidential folder, including:

- a. detailed records of telephone calls made or attempted and the results of those calls, (It is the best practice that at least one telephone call is made, and follow-up calls are made if staff is unable to speak with the parent directly over the phone. If parents don't have a phone, document other methods utilized to contact parent);
- b. copies of correspondence sent to the parent and any responses received; and
- c. detailed records of any visits made to the parent's home or place of employment and the results of those visits.

7.2.5. The charter school should take whatever action is necessary to ensure that the parent understands the proceedings of the IEP meeting, including arranging for an interpreter for a parent who is hearing impaired or whose native language is other than English. Parent must have a waiver signed when interpreter is required but not utilized.

7.3 IEP Meeting Participation

7.3.1. Required participants

The Site Administrator or designee is responsible for ensuring that the IEP Team includes the following required participants:

- a. one or both of the student's parents/legal guardians;
- b. the charter school representative who acts as the Local Education Agency (LEA) representative and is:
 - qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of students with disabilities;
 - knowledgeable about the general curriculum;
 - knowledgeable about the availability of the charter school resources; and

- a Site Administrator or designee who has attained an administrator's and/or Special Education endorsement/license and has the authority to commit the charter school resources and ensure that IEP services will be provided.
- c. at least one General Education Teacher who teaches the student;
 - If the student has more than one teacher, the Site Administrator or designee may designate which teacher(s) will participate.
 - If the student does not currently access general education classes, a general education teacher knowledgeable of the grade level curriculum must attend.
- d. at least one Special Education teacher or provider who is or will be responsible for implementing the IEP; and
 - For example, a student who receives only speech/language services, the speech/language pathologist would serve as the special education teacher.
- e. an individual who can interpret the instructional implications of evaluation results, (who may also be a member of the team as described above other than the parent).

7.3.2. *Additional participants who must be invited*

- In the case of an IEP that includes transition services or considers the student's transition service needs:the student must be invited;
- **upon parental/legal guardian consent**, a representative of a participating agency that is likely to provide or pay for transition services must be invited if the IEP is to include transition services or to consider the student's transition service needs. A parent can refuse to provide consent for the charter school to invite other agencies that are likely to be responsible for providing or paying for transition services.
- b. In the case of an IEP for a student that has reached the age of majority (age 18), the parent may be invited by the student. If educational rights have been retained by the parent, follow procedures outlined in 7.1.1 – 7.2.5
- c. In the case of an IEP that includes a related service, the provider must be invited (attendance is not required) if the student's evaluation has identified a need for a particular related service or if a related service is to be discussed as part of the IEP meeting.
- d. In the case of an initial IEP meeting for a preschool child who previously received early intervention services, the charter school must notify the parent that, upon the parent's request, the charter school will invite the service coordinator or representative of the child's early intervention system to participate in the meeting.
- e. In the case of an IEP for a student whose parent/legal guardian is deaf or whose native language is other than English, the charter school must take whatever action is necessary to ensure the parent understands the proceedings of the IEP team meeting, including arranging for an interpreter.

7.3.3. *Other participants that may be invited*

- a. The charter school has the right to invite additional participants who have knowledge or special expertise concerning the student to the IEP meeting. The parent must be provided this information in writing on the Proposed Meeting Arrangements form (i.e. Prior Written Notice form). The school must obtain written permission from the parent prior to the proposed meeting.
- b. If behavioral concerns are going to be discussed, a person who is knowledgeable about positive behavioral supports may be invited. This person may be a special education teacher, school counselor, school psychologist, behavior mentor teacher or special education instructional facilitator.
- c. The parent has the right to bring additional participants to an IEP meeting who have knowledge or special expertise regarding the student. The parent determines the knowledge or special expertise of the

additional participants. This may include friends, family members, neighbors, attorneys and advocates. The parent may indicate who they are bringing when responding to the proposed meeting arrangements, however, it is not required.

7.4 Consent For Initial Provision Of Special Education And Related Services

7.4.1. *Consent for the Initial Provision of Services is only obtained after the initial eligibility has been determined in the State of Nevada*

- a. Consent for Initial Provision of Services must be obtained before the Initial IEP meeting
- b. Before consent is obtained, the parent must be provided with an explanation of the continuum of services.
- c. The parents must be fully informed of the special education and related services
- d. The charter school may not initiate a due process hearing to provide special education and related services to a student when a parent refuses to consent to initial services. A student whose parent has refused consent for initial services would not be provided special education and related services and would continue to receive general education services.

7.4.2. *Revocation of Consent for Special Education and Related Services*

- a. The charter school must respond to any parent request for termination of services. A student may only be removed from special education for the following reasons:
 - found not eligible through a reevaluation;
 - graduation with an Option One/Standard diploma;
 - aging out at 22 years old;
 - written revocation of consent by parent and the charter school's issuance of prior notice of revocation of services; or
 - the decision of a hearing officer.
- b. If at any time following the initial provision of special education and related services, the parent revokes consent for the continued provision of special education and related services;
 - the parent must submit a written request for revocation of consent to the charter school Administration
 - upon receipt of the request from the parents, the charter school Administration will:
 1. send the parent a prior written notice to change the student's placement, including date of effectivity of termination of specially designed instruction services (the school will continue implementing the student's IEP until the date services will be discontinued);
 2. notify the school of the date when services will be discontinued;
 3. within ten calendar days from the date of revocation request, the prior written notice is sent to the parent; and
 4. the charter school will document on the status record of the confidential folder the date that services will be discontinued.
 - after services have been terminated through revocation, the school is not required to convene an IEP Team meeting or develop an IEP for further provision of special education and related services;
 - the charter school can initiate a due process hearing or mediation procedures to continue special education and related services for a student when their parent have revoked consent;
 - if at a later date the parent requests that special education services be reinstated, the request will be treated as an initial referral;
 - if the parent requests that the special education records be expunged, Family Educational Rights and Privacy Act (FERPA) procedures for amending records are followed;

- if the student engages in behavior that may result in a disciplinary change of placement:
 - the student is not entitled to the protections under IDEA;
 - the charter school is deemed not to have knowledge of a suspicion of a disability; and
 - the student will be disciplined as a general education student.
- the parent consent is for the initial provision of special education and related services generally not for a particular service.
- a parent cannot revoke one service (e.g. revoke resource services but want the speech/language services).
- if a parent disagrees with the provision of any particular service, they can pursue their due process rights by requesting a hearing.

7.5 Types Of IEPs

Requirements for Prior Written Notice, Parental Participation, and IEP Meeting Participants must be met for all types of IEP meetings.

7.5.1. Initial IEP

a. Purpose

- An Initial IEP is the first IEP developed following the Initial Eligibility in the state of Nevada and Consent for Initial Provision of Services.
- In the case of a student that was previously determined eligible and then exited from special education services in Nevada, any new eligibility determination in Nevada would be followed by an Initial IEP.
- In the case of a student that was previously determined eligible in Nevada and moved to another state or was not in school and then re-enrolled in another Nevada charter school or Nevada county school district with an expired IEP and expired eligibility, see Transfer Flow Chart Chapter 5.0.

b. Time lines

- An Initial IEP meeting must be convened within 30 calendar days after the date of the eligibility determination. It may be held immediately following the eligibility determination, but no later than 30 calendar days.
- An Initial IEP must be in effect before special education and related services are provided to the student.
- An Initial IEP must be in effect by the third birthday if a student is receiving services through an Individualized Family Service Plan (IFSP) and continues to be eligible for services. The Initial IEP team must consider the student's IFSP. Note: An IFSP is a plan for special services for young children, birth to three years of age, with developmental delays.

c. IEP Development

- **After** Consent for Initial Provision of Special Education and Related Services is signed, an Initial IEP is developed based on current information which may include: educational records, formal and informal assessments, teacher reports and observation data, medical records, interviews with student, parent, and school personnel and any outside information provided by the parent.
- A student whose parent has refused consent for initial services is not provided special education and related services and therefore an IEP does not need to be developed. See Procedural Safeguards Chapter

2.0 for additional information and procedures.

7.5.2. Annual IEP

a. Purpose

- An Annual IEP is the yearly review and revision of the current IEP.
- b. Time lines
- After the Initial IEP is developed, the charter school must ensure that the IEP team reviews/ revises the student's IEP periodically, but no less than annually, to determine whether the annual goals are being achieved.
 - While the student remains eligible under IDEA, the Annual IEP must be held on or before the one year anniversary of the date of the previous Annual IEP.
 - The charter school must ensure that each student with a disability within the school has a current IEP in effect at the beginning of each school year.
 - An IEP must be implemented as soon as possible following its development. There can be no unnecessary delay in providing special education and related services to the student.
- c. IEP Development
- Prior to the development of the annual IEP, each goal in the current IEP must be reviewed for progress.
 - An Annual IEP must be developed based on current information which may include: educational records, formal and informal assessments, teacher and related service provider reports and observation data, medical records, interviews with student, parent, and school personnel and any outside information provided by the parent.
 - In the event that the parent cannot, or does not participate in the annual review, the IEP team **must** proceed with the development of the Annual IEP, provided that the parental prior notice requirements have been met.

7.5.3. *IEP Review/Revision*

- a. Purpose
- The IEP Review/Revision is to ensure services continue to be appropriate based on new information and/or the charter school or parental concerns.
- b. Time lines
- Any time before the annual review, the parent/legal guardian or the charter school may request to reconvene the IEP team to review and possibly revise the IEP.
 - If a parent requests a meeting and the team agrees with the need for a revision, a prior written notice of proposal and meeting arrangement must be provided to the parent.
 - If the team disagrees with the need for a revision meeting, a prior written notice of refusal must be provided to the parent. See Prior Notice Chapter 3.0 for additional information and procedures.
- c. IEP Development
- An IEP review and/or revision may be required, as appropriate, to address the following:
- the results of any evaluation;
 - disciplinary actions that result in a disciplinary change of placement;
 - lack of expected progress towards the annual goals;
 - lack of expected progress in the general education curriculum;
 - any proposed placement change;
 - information about the student provided to or by the parent; or
 - the student's anticipated needs (supplementary aids/services).
 - During the IEP revision, the entire annual IEP does not need to be reviewed. Items discussed are related to the purpose of the meeting as identified in the prior notice and other areas agreed upon by the team.
- d. Revision without a Meeting
- IDEA allows the parent and the LEA to agree to make changes to an annual IEP without a meeting. The charter

school will not implement this provision without supervisor's approval and written permission from the parents/legal guardians. Note: This is used in rare circumstances.

7.5.4. *Interim IEP*

- a. Purpose
 - The purpose of an Interim IEP is to provide appropriate special education services until the charter school either conducts an evaluation and/or develops a new IEP.
 - The charter school's Interim placement procedure is reserved for a transfer student, both in-state and out-of-state, with a current special education eligibility or an expired IEP from other school districts.
- b. Timelines
 - The transfer student should be enrolled as expeditiously as possible in the charter school.
 - An Interim IEP meeting must be scheduled and an interim IEP developed in order to determine the student's appropriate placement for the interim period.
 - The Interim IEP expires in 30 calendar days from the date it was developed. See Evaluation Chapter 5.0 on Transfer Students for additional information and procedures.
- c. IEP Development
 - An Interim IEP should be developed based on available information which may include: educational records, medical records, and interviews with student, parent, and prior school staff.
 - Educational records may be exchanged between school districts without parent consent under FERPA. However, an Authorization for Release of Confidential Information must be signed by a parent to obtain records from outside agencies. If the charter school sends confidential records to another school without parent permission, the charter school must notify parent which confidential records were forwarded and where you sent them. (Best practice would be to send notice as registered receipt to parents and retain in records.)
 - The Interim IEP must include all the required components of an IEP as described in section 7.6.
 - In developing the Interim IEP, the team may need to rely on a limited amount of information which may not be current. This information will serve as a basis to develop the Interim IEP until the charter school develops a new IEP.
 - Within 30 calendar days of the development of the interim IEP, the MDT/IEP team must reconvene to address eligibility and develop a comprehensive IEP.

7.5.5. *Temporary Placement*

- a. A temporary placement is for a student with a current out of district eligibility and current IEP. The current out of district IEP is implemented to provide comparable special education services until the charter school develops a new IEP. Comparable services means services that are "similar," or "equivalent" to those described in the student's IEP from the previous school.
- b. If the charter schools determines that comparable special education services cannot be offered then the charter school must develop an Interim IEP to provide appropriate special education services until the charter school conducts an evaluation. (see 7.5.4)
- c. The current out of state IEP can be implemented for no longer than 45 school days from the date of enrollment.
- d. The transfer student should be enrolled as expeditiously as possible in the charter school. Educational records may be requested and obtained from out of district school without parental consent, however, under FERPA parents must be notified. An authorization for Release of Confidential information must be signed by a parent to obtain records from outside agencies.

- e. The Site Administrator or designee is responsible for review of the student’s educational records and consults with the parent in order to provide services. The charter school in consultation with the parent must provide the student with a Free Appropriate Public Education by implementing the current out of district or out of state IEP as written or implementing a 30 day interim IEP. If the team implements the out of district IEP with comparable services, the school team MUST convene to address eligibility within 45 school days of placement.
- f. If the parent disagrees with the charter school’s comparability of services the STAY PUT would not apply because Nevada eligibility has not been determined. The student will be placed in general education. The 45 school day timeline still applies.
- g. If the parent disagrees with providing the student with Special Education services the parent should be provide an explanation and copy of parental rights, specifically revocation procedures.

7.5.6. *Homebound IEP*

- a. Purpose
Homebound is a temporary service for all students who are unable to attend school full time with health issues due to injury or illness. If a student is eligible to receive special education and related services, Homebound becomes an educational placement. Therefore, an IEP revision is written to address a change of placement.
- b. Time lines
 - A licensed physician completes the referral and provides a treatment plan. The information on the referral must be verified before homebound services can begin. The fact that the student will be or anticipated to be absent for an extended period must be substantiated by a qualified physician who is acting within their authorized scope of practice. For additional information, see Placement Chapter 8.0.
 - After the receipt of a completed Homebound referral, the charter school staff initiates a Revision IEP meeting.
- c. IEP Development/Meeting
 - The charter school is responsible for conducting all events (i.e., homebound revision IEP, annual IEP, three year reevaluation and the anticipated date of return to school).
 - The charter school is responsible for inviting all pertinent/required members of the IEP team and distributing all necessary notifications.
 - The Homebound teacher(s) must be included in the IEP meeting.
 - During the IEP meeting, the Homebound representative cannot substitute for any IEP required participant (LEA, SET or GET). The Homebound representative will sign the IEP cover page in the area marked “other.”
 - The school nurse or school psychologist provides current health/psychological information for the IEP.
 - At a minimum, the homebound revision IEP must include: IEP Page One, present levels of performance addressing the student’s current medical condition, specially designed instruction, and placement page. Other pages may be included, if appropriate.
 - Instruction is intended to reflect the student’s educational program as outlined in the student’s IEP. The amount of instruction is dependent on several factors: the student’s IEP, the age of the student, the grade of the student, the nature of the defined health issues, the identified schedule of the secondary student, NAC, and other disability related needs. The actual determination of the amount of weekly instructional hours is determined by the IEP team after due consideration of the above factors.
 - The Homebound teacher must be provided a copy of the student’s Annual IEP and the Revision IEP indicating the need for Homebound instruction. The assigned Homebound teacher must follow the IEP as written.

- If related services are part of the IEP, the Homebound teacher must confirm with the parent that related services are being provided in the home. The Homebound teacher must contact the charter school Site Administrator or designee if related services have not been initiated.
 - The Homebound teacher is responsible for submitting progress reports and grades the student has earned to the charter school Site Administrator. Recording and disseminating the report card to the family is the responsibility of the charter school.
 - The charter school must maintain student attendance. Students who return to school after being in a Homebound Placement prior to the end of the semester may require a reduced schedule until the new semester begins. This must be determined by the team and addressed on the accommodations page of the IEP.
 - During any period of Homebound services, the Homebound teacher is responsible for providing all applicable books, materials, and assignments from the student's classroom teacher and/or service providers; reviewing completed assignments with the student; and returning materials to the student's teacher for grading and/or credit. During any provision of Homebound services, an adult (other than the Homebound teacher) aged 21 or older must be present.
 - If the student will continue to be on Homebound placement at the beginning of a new school year and the doctor's orders have expired, a new application must be completed to update the student's condition and the IEP team must determine if the need for Homebound placement continues.
 - Homebound is a placement decision, therefore the IEP team must convene an IEP for placement to Homebound and placement back to the school campus. The IEP may include two placement pages. The first page indicating the Homebound placement and the second page indicating the placement after a physician has released the student and the student no longer requires Homebound.
 - Homebound teacher must hold proper certification/license to provide services outlined in IEP. (See 8.5.2 for additional information)
- e. Private Mental Health Treatment Facilities
- If a parent enrolls a child in a private mental health treatment facility, the IEP will NOT be changed to reflect Homebound placement as the charter school is not providing services.
 - If this student becomes eligible for Homebound services outside the mental health treatment facility, regular Homebound procedures will be followed beginning with the application.

7.5.7. *Graduation IEP*

- a. Purpose
- A Graduation IEP is only developed for a student who is graduating with an adjusted (Option II) diploma.
- b. Timelines
- A graduation IEP is developed when:
 - A student meets the high school graduation credit requirements (22 1/2 credits) and has not passed the Nevada High School Proficiency/End of Course Examinations; or
 - The IEP team elects to adjust the required areas of study and prescribe an appropriate curriculum.
- c. IEP Development
- The present levels of the graduation IEP should indicate the student may return at any time before their 22nd birthday to receive special education services. A graduation IEP for an Option II diploma is not an exit IEP. Graduation of a student via an Adjusted High School Diploma (Option II) does not automatically end the student's eligibility for special education and related services.
 - The current Annual IEP is in effect if the student returns for educational services before the IEP

has expired. If the IEP has expired, there are two choices:

- a new Annual IEP can be written upon enrollment; or
- an interim IEP can be written for the student who has been out of school for an extended period of time.
- Additionally, if the student returns more than three years after their last MDT evaluation, eligibility must be determined before continuing special education services.

7.5.8. Exit IEP

a. Purpose/Time lines

An Exit IEP must be developed:

- within 30 calendar days, following a reevaluation meeting which determines the student is no longer eligible for special education;
- when a student reaches the age of 22 (aging out); or
- when a student meets regular (Option 1) diploma requirements.

b. IEP Development

- In the case of an Exit IEP following a reevaluation:
 - present levels must include the results of the reevaluation indicating the student is no longer eligible for special education services; and
 - placement must be changed to indicate the student is no longer receiving special education services.
- In the case of an Exit IEP for a student aging out or graduating with an Option I Diploma/Regular Diploma, provide:
 1. present levels which indicate why the student is no longer eligible for special education services;
 2. a Summary of Performance must be completed by the IEP team (see appendix for Summary of Performance template); and
 3. include academic and functional performance (which include recommendations on how to assist the student in meeting their postsecondary goals; and
 4. include a team of persons with knowledge or special expertise regarding the student should give input to the creation of the document.
- Placement is changed to indicate the student is no longer receiving special education services.

7.6 IEP Components

An IEP is designed to provide special education and related services for a student with an identified eligibility. The following forms must be completed by the IEP team in accordance with the student's needs.

7.6.1. IEP Information/Page One

The IEP information page:

- a. identifies demographic information;
- b. documents Student's primary language, English language learner code, and primary language spoken at home;
- c. documents the need for an interpreter or other accommodations (if parent is not in attendance, interpreter does not sign as a participant);
- d. identifies eligibility;
- e. identifies meeting information;
- f. identifies IEP team participants (participants should print and sign that they attended the meeting);
- g. documents receipt and explanation of Procedural Safeguards:
 - A copy of the Procedural Safeguards must be reviewed and given to the parents during initial,

annual, re- evaluation, and manifestation determination meetings or when requested by the parent.

- If a revision IEP is held during that school year, document the annual date that the Procedural Safeguards were given.
- Documents that at least one year prior to reaching age 18 the student was informed of their rights under IDEA and advised that these rights will transfer to them at age 18;
- If the student is 16 at the time an IEP is being developed, and there is no expectation that another IEP will be held prior to the student turning 17, the rights transfer must be discussed when the student is 16, and otherwise it will not be discussed at least one year prior to reaching age 18.
- Parents whose child participates in the state’s alternate assessment may submit an application (Notice of Application to Represent the Educational Interests of a Special Education Student at the Age of Majority) to continue to represent their child’s special education interests.
 - This application applies to IDEA educational rights only and is not meant to replace court competency rulings.
- Use the comments section to note any additional important information, (e.g., that a meeting was conducted via telephone, that a meeting was being held in response to a parental request, or that the parent was not in attendance.)

7.6.2. Present Levels of Academic Achievement and Functional Performance

Present Levels of Academic Achievement and Functional Performance serves as the foundation for the development of goals and benchmarks in the IEP. Data in this section should be collected in a variety of areas and from a variety of sources. Federal law requires the IEP team to consider relevant results of the initial evaluation or most recent evaluation of the student and the academic, developmental and functional needs of the student. For students who are 16 or older, or who will turn 16 when the IEP is in effect, also consider the results of age appropriate transition assessments related to training, education, employment, and independent living skills as appropriate.

- a. The name of the assessments and the date assessed, that provide pertinent information for the development of the IEP should be written in this section. This may include formal or informal methods, norm or criterion referenced tests, classroom observations, student work samples, teacher-made or other achievement tests, recent evaluation results, behavior rating scales, performance data from the regular education teachers, and parental input.
- b. When appropriate, English Language Proficiency scores must be included.
- c. Results corresponding to the assessments conducted should be described to build a profile of the student’s current abilities. Grades, attendance and test scores should be utilized in combination with assessments conducted to build an accurate picture of the student’s ability.
- d. Functional performance includes self-help, social-emotional, organizational skills and daily living skills as appropriate. A statement of functional performance must be stated even if the student is functioning with age appropriate skills.
- e. Parent input can be noted in this section as “not demonstrated in the school setting,” unless the student is performing in a setting that requires parental support.
Effect on student’s involvement and progress in the general curriculum or, for Early Childhood students, involvement in developmental activities are also noted in Present Levels.
- f. Describe how the student’s disability affects his or her involvement and progress in the general curriculum. For early childhood students, focus on the student’s involvement in appropriate developmental activities. Information recorded here should relate to the assessment results. In describing the student’s current and anticipated level of participation in the general curriculum, consider the following:
 - Do not use “may,” use “does or will”. Example: John will have difficulty with basic multiplication facts.
 - The regular education teacher(s) MUST BE consulted regarding the student’s performance relative

to the classroom expectations. The regular education teachers should share information regarding the accommodations, modifications or supports that might be required in order for the student to participate meaningfully in the general curriculum.

- Requires input from general education teacher on what is taught, how it is taught, what instructional activities students are engaged in and how are the knowledge and skills demonstrated and evaluated.
- Indicate student's performance as it relates to general education classroom requirements and expectations.
- Do not include accommodations and placement information.
- No effect statement is required for summary of most recent MDT results (unless initial)
- No effect statement for ELL students is required when reporting English acquisition scores as having a Second Language. Being eligible as an ELL student is NOT considered a disability.
- For each area of deficit, 2 elements must be identified:
 - grade level expectations that the student is not meeting and
 - how the student's deficits impacts the student in that area
- A separate effects statement is required for each deficit area.
Ex. Typical peers are able to _____. Due to XYZ's deficit in (Reading Comprehension), he/ she is unable to _____.

(DO NOT include an accommodation or modification at the end of the sentence.)

7.6.3. *Student Strengths/Parent Concerns/Student's Preferences and Interests*

- a. Describe student strengths using input from teachers, parents and student (if applicable), and take these into consideration when developing the IEP.
- b. Complete the statement to reflect the parent's concerns as they relate to the student's education. This information must be considered when determining services.
- c. Information concerning the student's interests and preferences are required if transition services will be discussed, beginning at age 14 or younger, if appropriate. This information may be collected before the meeting or solicited from the student during the meeting.

7.6.4 *Special Factors*

The team must consider and address each of the special factors. If the team chooses "Yes" for any of the factors, the team may address this factor in a variety of ways, including goals and benchmarks, a behavior plan, supplementary aids and services, related services, or accommodations and modifications. Each special factor that is marked "Yes" must be reflected in the present levels of performance.

- a. "Behavior impeding learning" – if team selects "Yes", either a behavior plan in accordance with the five elements of NAC 388.284 must be developed OR the five elements must be included within the IEP and noted on the status record indicating where in the IEP each element is addressed:
 1. positive methods to modify the environment of pupils with disabilities to promote adaptive behavior and reduce the occurrence of inappropriate behavior;
 2. methods to teach skills to pupils with disabilities so that the pupils can replace inappropriate behavior with adaptive behavior;
 3. methods to enhance the independence and quality of life of pupils with disabilities;
 4. the use of the least restrictive methods to respond to and reinforce the behavior of pupils with disabilities; and
 5. a process of designing interventions based on the pupil that are focused on promoting appropriate changes in behavior as well as enhancing the overall quality of life for the pupil without the use of aversive or negative means.
- b. "Require assistive technology devices and services" – if team selects "Yes", team must determine nature and extent of devices and services and address the needs in the IEP.
- c. "Limited English proficiency" – if team selects "Yes", accommodations proven to be effective for English

Language Learners must be listed in the supplementary aids and services section.

- d. "Blind or visually impaired" – if team selects "Yes", team must evaluate reading and writing needs and provide for instruction in Braille unless deemed not appropriate for the student.
- e. "Deaf or hard of hearing" – if team selects "Yes", team must consider language and communication needs and address the needs in the IEP.
- f. "Dyslexia and Specific Learning Disability (SLD)" - if team selects "yes", team must consider instructional approaches and address those chosen in the IEP. (AB341)

7.6.5. Transition Services

Transition services are a coordinated set of activities for a student with a disability that is designed within an outcome-oriented process and promotes the student's movement from school to postsecondary activities.

- a. Transition services must be based on the individual student's needs, taking into account the student's preferences and interests.
- b. The transition statement should relate directly to the student's goals beyond secondary education, and show how planned studies are linked to these goals.
- c. When completing the transition section of the IEP the team must consider the following:
 - diploma option must be declared at age 14 and reviewed annually;
 - beginning at age 14, a short statement that directly quotes what the student wants for the future must be included under "Vision for the Future";
 - if the student is 14 years of age or older on the day of the IEP, a statement of transition services with regard to the student's course of study must be completed (standard course of study, functional curriculum, advanced courses, or vocational program);
 - if the student is 16 years of age or older or will reach 16 years of age when the IEP is in effect, the team will describe desired post-secondary goals and coordinated activities. At a minimum, the transition plan must cover, "Training/Education" and "Employment". "Independent Living Skills" are addressed when appropriate. Transition services may be considered earlier if deemed appropriate by the IEP team;
 - on or before the student's 16th birthday, the IEP team must develop a statement of needed transition services, including strategies or activities to work toward the measurable postsecondary goals already identified. The statement must address each type of coordinated activity: instruction, related services, community experiences, the development of employment and other post-school adult living objectives; and if appropriate, acquisition of daily living skills and a functional vocational evaluation; and
 - upon parental consent, a representative of a participating agency must be invited if that agency is likely to be responsible for providing or paying for transition services.

7.6.6. Annual Goals and Benchmarks

The IEP team must develop measurable academic and functional annual goals for the areas of need identified in the present levels. General instructional strategies and methodology are not required to be included in the student's IEP in order to receive FAPE. The goals and benchmarks indicated in the IEP must enable the student to be involved and make progress in the general education curriculum, or for preschool children, as appropriate, enable participation in developmentally appropriate activities.

- a. All goals must be derived from the present levels of performance.
- b. Significant deficit areas must be addressed by a goal.
- c. Goals must be specific to the student, measurable and attainable in a year's time. Goals are measurable when they state:
 - direction (increase, maintain, decrease, etc.);
 - area of need (reading, social skills, communication, functional, etc.);

- level of attainment or success (grade level, accuracy, etc.);
 - how progress will be measured; and
 - setting and staff responsible for implementation.
- d. Postsecondary goals are required for students who are 16 or older or will turn 16 when the IEP is in effect and are designed to assist the student in moving toward the desired postsecondary outcomes.
- At least one goal must be related to training/education and employment (one goal can be developed for both).
 - The IEP must indicate which goals are written to support postsecondary transition outcomes in training/education, employment or independent living skills.
 - Postsecondary goals for independent living skills are optional and written when appropriate for the student.
 - Postsecondary goals must be based on age appropriate assessments, as described in present levels of academic achievement and functional performance.
 - Postsecondary goals may be considered earlier if deemed appropriate by the IEP team.
- d. Benchmarks are developed to describe the amount of progress the student is expected to make toward the annual goals within specified segments of the year, generally coinciding with reporting periods (first grading period, first semester of school year, etc.).
- e. If the IEP team determines that a student will receive Extended School Year (ESY) services, the applicable boxes must be checked to indicate the goals that will be addressed during ESY. The charter school will be responsible for providing this service if they offer this service at the time of the IEP.

7.6.7. *Specially Designed Instruction*

- a. All areas of Specially Designed Instruction (SDI) must be addressed by a goal and reflected in present levels.
- b. SDI must be written to reflect deficit areas (such as reading, math, written expression, behavior or communication). SDI does not address course subjects such as history, science, geography, etc. If for example, a student needs services in these areas, SDI needs to be written as reading in the content area of history. SDI is NOT a class schedule.
- c. “Direct” services mean services provided to the student from a special education teacher/related services provider or an assistant under the direction of a special education teacher or provider.
- d. “Consult” services means services provided to other staff members regarding the student.
- e. “Assess” can be added to indicate an assessment for Adapted Physical Education services, Hearing Impaired services, and Vision services.
- f. State the projected date for the beginning and ending of the services.
- g. State the anticipated frequency and location of services.

7.6.8. *Related Services*

- a. Related services are supportive services that are required for the student with a disability to benefit from special education. Recommendations made by the related services personnel should be used to guide IEP team discussions.
- Referrals for any related services, except transportation, are generated by the IEP team. The IEP team should consult with the related services provider to determine the appropriateness of the referral.
 - Related Services assessments require prior written notice (PWN) and permission (consent) to evaluate.
- b. The time line for the completion of related service assessment, reconvening of the IEP team for the review of the report, and consideration of the recommendations regarding services is 45 school days.
- Related Services may include:

- Speech/Language Therapy;
 - Physical Therapy;
 - Occupational Therapy;
 - Counseling;
 - Psychological Services;
 - Orientation and Mobility;
 - Audiology (does not include a medical device that is surgically implanted, the optimization of that device's functioning, and maintenance of that device or replacement of that device);
 - School Health Services and School Nurse Services;
 - Medical Services for diagnostic or evaluation purposes;
 - Recreation, including therapeutic recreation;
 - Parent Counseling and Training;
 - Interpreting Services;
 - Social work Services; and
 - Transportation: this a related service that is provided for a student with a disability as a related need. The charter school must develop a mutual agreement to provide transportation services.
- "Direct" services are services provided to the student from a special education teacher/related services provider or an assistant under the direct supervision of a special education teacher. Instruction can be provided in a group or individually.
 - "Consult" services are services provided to other staff members service personnel may include observing the progress of the student in various educational environments.
 - "Assess" means that the team has agreed that an assessment is required. Permission to evaluate must be completed.
- c. State the projected date for the beginning and ending of the services.
- d. State the anticipated frequency and location of services.

7.6.9 *Method for Reporting Progress*

- a. The IEP team determines how the student's parent will be regularly informed of the student's progress toward the annual goals
- b. At a minimum, an "IEP Goals Page(s)" must be indicated in the IEP.
- c. Progress reports must be completed and a copy must be given to parent and a copy filed in the confidential folder for each reporting period.
- d. Document that the progress report was provided to the parent in the status record.
- e. Early Childhood Special Education (ECSE) Six-Month Review is required for special education students under the age of six. This review is conducted with the parent at least every six calendar months from the initial IEP and six months from each annual review.
 - The purpose of this review is to:
 - Provide updated information to the parent;
 - Measure the extent of student progress; and developmentally appropriate performance in all of the early childhood domains for six months or more.
 - Prior to the Six-Month Review meeting, the teacher of record reviews all data and if there is data to support that developmentally appropriate functioning in all domains has been maintained for six or more months, an IEP meeting must be scheduled, adhering to SPCSA procedures for notification of a formal IEP meeting.
 - The data collected from a variety of sources may include the Brigance of Early Childhood

Development, Creative Curriculum, Speech and Language session notes and assessments, portfolio of student work, parental input, and ongoing data collection. This information must be documented on IEP Progress Report.

- The review must include input from related service providers who are providing services to the student.
- This Six-Month Review does NOT require convening an IEP, unless changes will be made to the IEP. If changes are needed, then the charter school procedures must be followed for an IEP.

7.6.10. *Accommodations and Modifications/Supplementary Aids and Services*

- a. Identify supports provided to enable the student to advance appropriately toward attaining the annual goals, be involved in and make progress in the general education curriculum, and to participate in extracurricular and other nonacademic activities.
- b. Identify adaptive equipment needs without specifying the equipment.
- c. Reference current behavior plans and health plans.
- d. Include English Language Learner (ELL) strategies that will meet the language needs of the student if the student demonstrates limited English proficiency as indicated by Special Factors.
- e. State the projected beginning and ending dates for services.
- f. State the frequency of services indicating the specific circumstance(s) or condition(s) in which the accommodation and/or modification will be utilized.
- g. State the location where the accommodation and/or modification will be implemented.

7.6.11. *Participation in State-wide and School-wide Assessment Accommodations*

- a. Indicate how the student will participate in state-wide or school-wide assessments.
- b. If the team discusses an alternate assessment, the following criteria must be indicated:
 - The student must meet all six criteria on the Nevada Alternative Assessment (NAA) participation form.
 - A statement of why the student cannot participate in a particular general assessment, even with appropriate modifications or accommodations.
 - A statement of why the particular alternate assessment selected is appropriate for the student.
- c. Non-enrolled adult students – if a student had an IEP in high school and is requesting to test as an adult with accommodations, the following criteria apply:
 - The student must have a statement of eligibility that is less than 3 years old.
 - The student must be under 22 years of age
 - The student must have a current IEP listing the testing accommodations
 - A student who has earned an adjusted diploma may return and take the High School Proficiency Exam.
- d. The State approved accommodation form must be used and completed for each student at the annual review. Any accommodation not specifically listed on the form must be approved individually by the Nevada Department of Education to assure a valid administration of the test.

7.6.12. *Activities Eligibility*

- a. The IEP team determines the student's participation in extracurricular activities
- b. If an IEP team recommends an exception to the rules of the Nevada Interscholastic Activities Association (NIAA) the parent must contact the NIAA requesting the exception.

7.6.13. *Extended School Year (ESY) Determination*

- a. ESY services must be provided only if the student's IEP team determines, on an individual basis, that

services are necessary for the provision of a free appropriate public education to the student. The need is based upon guidelines established for ESY, in the areas of regression/recoupment or a critical learning period. The IEP team needs to base their ESY decisions on the data collected. The team may not limit extended school year services to a particular category of disability or unilaterally limit the type, amount or duration of those services.

- b. ESY services must be addressed at every annual IEP
- c. If the ESY decision is deferred to a later date, the team must hold an IEP Review/Revision on or before the deferred date to discuss the data collected and make an ESY determination.
- d. The charter school is required to support Extended School Year (ESY) when they offer ESY and/or a student requires it.

7.6.14. Placement Considerations

An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular education environment including academic classes, nonacademic settings, and extra-curricular activities must be discussed.

- a. Each placement must be reviewed and considered until a choice is made by the team. All placements discussed must either be rejected or accepted (If considering a change of placement see Chapter 8.0).
- b. The IEP team determines the placement not the specific site location.

7.6.15. Justification Statement

A justification statement is provided only when a student is removed from the regular education environment. Special classes, separate schooling, or other removal of students with disabilities from the regular education environment can only occur if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

- a. The IEP team must explain why the student's IEP cannot be implemented in the regular education environment with the use of supplementary aids and services.
- b. A student with a disability may not be removed from education in age appropriate regular classrooms solely because of modifications in the general curriculum.
- c. Justification statements must be individualized and related to each student's particular needs.
- d. In selecting the least restrictive environment, consideration must be given to any potential harmful effects on the student or on the quality of service that the student needs.

7.6.16. IEP Implementation

- a. If the parent agrees with the IEP, the Intent to implement must be completed and given to the parent along with the copy of the IEP. The implementation date is as soon as possible, but no later than ten (10) calendar days.
- b. If the parent does not participate in the IEP meeting, marks disagree, or declines to select an option, the Intent to implement must be completed and sent to the parent along with a copy of the IEP. The implementation date is ten (10) calendar days from the date of the completion of the IEP. See Chapter 3.3.4 for more information on Notice to Implement IEP.
- c. If the parent participated via telephone, the IEP Intent to implement must be completed and sent to the parent along with a copy of the IEP. The implementation date is determined by the parent's agreement or disagreement with the IEP.

7.6.17. Consensus

Decisions in special education that pertain to identification, evaluation, placement, or provision of FAPE, must be made by the team as a matter of consensus or general agreement among involved parties. The charter school has the ultimate responsibility to ensure that the IEP includes the services the student needs in order to receive a free appropriate public education (FAPE). For special education decision-making, the following sequential priorities have been established to

assist teams in achieving consensus.

- a. Unanimous Agreement – All participating parties, including parents and their representatives agree on major decisions pertaining to identification, evaluation, placement, or provision of FAPE. When unanimous agreement is NOT achieved, then:
- b. Consensus among School Members – All participating charter school personnel excluding the parents and their representatives reach general agreement. When consensus among all participating charter school personnel is NOT achieved, then:
- c. Consensus among School Required Members – All required charter school personnel excluding other participating charter school members, parents and their representatives reach agreement. When consensus among all required charter school personnel is NOT achieved, then:
- d. Lack of Consensus – In the absence of a final decision by the charter school’s required members of the IEP team, the team must consider and determine the following factors: a) was there sufficient discussion among team members over outstanding disagreements, and b) is there enough information available to render a decision. Considering these factors, the team has two options:
 - Reschedule the meeting to provide thorough discussions on disagreed upon issues and/or gather more information, or
 - The LEA makes the final decision during the IEP meeting when the consensus building and problem solving options appear to be exhausted.

7.6.18. *Tape recording*

A parent request to record an IEP meeting may be permissible under certain circumstances.

- a. Any parent making a request to record must do so prior to the meeting, and all participants in the IEP meeting must agree to the recording. The IEP team can reconvene at another agreed upon time and place if either the parents/legal guardians and/or school is not prepared to record the meeting.
- b. In instances where the parent with a disability is requesting the recording to understand the proceeding, the request must be honored by the school staff. The charter school must make arrangements to record the meeting and the charter school’s recording becomes the official copy.
- c. It is the charter school’s responsibility to record the meeting and provide a copy to the parent.
- d. A copy of the recording must be maintained in the student’s confidential folder.

7.6.19. *Advocates or attorneys present at meetings*

- a. At the discretion of the parent or the charter school, both parties have the right to bring to the IEP meeting individuals who have knowledge of the child and/or the IEP meeting process, or special advocate or attorney. The primary role of the advocate or attorney is to advise and assist the parent in taking an active and participatory role in the meetings. Their role may also include:
 - assuring that the parents receive and are cognizant of their procedural safeguards;
 - providing explanation/clarification as necessary to understand the process;
 - helping parents articulate their concerns;
 - offering positive and proactive suggestions to assist the timely completion and appropriate development of the IEP, and
 - participate as part of the IEP team if they have “specialized knowledge” of the student.
- b. The parent has the right to representation at the meeting and ideally would notify the charter school that they are bringing a representative, however, this is not required.
- c. Before the school can discuss a student with an advocate/attorney when the parent is not present, the school must obtain a written release of information signed by the parent.
- d. Advocates or attorneys are not permitted to direct or take over an IEP meeting, or require the charter school staff to do or refrain from doing a specific act. The charter school is charged under Nevada Administrative Code (NAC) and IDEA with the responsibility of facilitating IEP meetings, as well as

ensuring that the parent has had an adequate opportunity to participate as an equal member of the team. Only the parent can authorize or reject services under NAC and IDEA.

7.6.20. *Copies of IEPs*

- a. Access to a copy of the IEP must be provided to each regular education teacher, special education teacher, and related service provider who will be working with the student.
- b. If the charter school develops a DRAFT IEP prior to the IEP meeting, the charter school should make it clear to the parents at the outset of the meeting that the services proposed by the charter school are preliminary recommendations for review and discussion with the parents. The charter school should provide the parents with a copy of the DRAFT proposal prior to the meeting, so as to give the parents an opportunity to review the recommendation of the team and be better able to engage in a full discussion of the proposals for the IEP. It is not permissible for the team to have a final IEP completed before the IEP meeting begins.

7.6.21. *Time Frames*

An IEP must be implemented immediately following its development. An IEP should never contain breaks in service delivery.

Chapter 8 Placement

Introduction

After a student's IEP has been developed, their educational placement which includes programs and services must be determined by the IEP team. That level of placement occurs along the continuum of placements available for students with disabilities. Often confused, but not interchangeable, is the term "location". "Location" refers to the physical setting, such as the specific classroom or facility where a student's IEP will be implemented.

This chapter describes:

- 8.1 Placement Process
- 8.2 Least Restrictive Environment
- 8.3 Individualized Placement
- 8.4 Continuum of Placement Decisions
- 8.5 Special Considerations for Certain Types of Placements

8.1 Placement Process

8.1.1 *Time Frames*

- a. The student's placement must be determined at least annually.
- b. If there are placement concerns prior to the annual review date, the parent/legal guardian or
- c. the charter school may request to reconvene the IEP team to review and revise the IEP. An IEP must be implemented as soon as possible following its development. There can be no unreasonable or arbitrary delay in providing special education and related services to the student.

8.1.2. *Determination by IEP Team*

- a. The student's educational placement must be determined by a group of persons, including the parent, and other persons who are knowledgeable about:
 - the student;
 - the meaning of the evaluation data; and
- b. The placement options. The IEP team determines the student's placement.

When the student requires a level of placement which is not available at the charter school, the school will contact a representative from the student's county school district of residence, and together they will determine the location of placement once the IEP team has determined the appropriate placement.

8.1.3. *Change of Placement*

- a. If at any time the charter school proposes or refuses to change the student's educational placement, in response to a parent request, the parent must receive prior written notice, as described in Chapter 3.0 Prior Notice.
- b. A revision IEP is required when:
 - the charter school personnel or a student's parent believe that the student's placement may be inappropriate; or
 - a significant change in the student's placement is being considered by the school.

8.2 Least Restrictive Environment

8.2.1. The Least Restrictive Environment (LRE) standard requires the charter school to ensure that, to the maximum extent appropriate, students with disabilities

- a. are educated with students who are not disabled; and
- b. that special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only when the nature or severity of the disability of a student is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

8.2.2. The LRE standard requires the charter school to ensure that students with disabilities participate with non-disabled students in non-academic and extracurricular services and activities to the maximum extent appropriate. Such activities may include: meals, recess periods, counseling services, athletics, transportation, health services, recreational activities, special interest groups, field trips, assemblies, clubs sponsored by the charter school, and employment opportunities. LRE requirements apply to both eligible school age students and preschool children.

8.2.3. Special education is not a “place,” but rather a set of services delineated in the student’s IEP. The LRE provision of the IDEA emphasizes services rather than the placement.

8.3 Individualized Placement

8.3.1. The content of the student’s IEP determines placement, rather than the placement determining the content of the IEP.

8.3.2. The placement decision must be individualized and based on the student’s IEP.

8.3.3. Placement, not location, is determined by the IEP team.

8.3.4. Should a change of placement occur and the charter school is determined not to be the appropriate placement, the charter school and the student’s county school district of residence will work in conjunction to assign a student as close as possible to the student’s home if the IEP team has determined a specialized level of service.

(NAC 388A.453(8))

8.3.5. Eligibility, administrative convenience, the availability of educational or related services, or the availability of space does not determine placement.

8.3.6. Retention is not an IEP team decision. Retention is governed by the charter school administration regulation and state law.

8.4 Continuum Of Placement Decisions

8.4.1. The charter school is required to ensure that a variety of placement options is available to meet the needs of students with disabilities for special education and related services. The continuum must provide for supplementary services (such as resource room or itinerant instruction) in conjunction with placement in a regular education class. The continuum includes, as appropriate, instruction in:

- a. regular education classes;
- b. regular education classes with resource room;
- c. self-contained programs;

- d. community-based programs;
- e. home instruction;
- f. hospitals or institutions.
- g. Working with County School Districts to obtain and utilize their resources, the charter school can further discuss special classes and special schools as an option for appropriate instruction.

8.4.2. *The continuum of placement options for a child in early childhood special education may include, as appropriate:*

- a. an integrated or specialized center-based program (i.e., a program in which a group of children receives services at a central location) in a regular or special school;
- b. a home-based program;
- c. an itinerant consultant working with a community-based facility; or
- d. the instruction of the child in a hospital or institution.

8.5 Special Considerations For Certain Types Of Placements

8.5.1. *Disciplinary Placements*

Under certain circumstances involving discipline, the charter school staff may remove a student with a disability from their current educational placement to an appropriate interim alternative educational setting, another setting, or suspension, including a suspension for more than 10 school days. For a description of these circumstances, see Chapter 9.0. The charter school is responsible for identifying or developing an alternative educational placement including, but not limited to, contracted or inter-local agreement between another charter school or the county school district. The originating charter school is responsible for cost of placement.

8.5.2. *Homebound and Hospital Placements*

Homebound instruction may be appropriate for a limited number of students, such as students who are medically fragile and are not able to participate in a school setting with other students. However, a medically fragile student may benefit educationally and socially from a general education classroom placement, and may be provided with medically-related services that would permit such a placement. Homebound is not an appropriate placement consideration or an acceptable alternative when a due process hearing or disciplinary action is pending.

- a. Homebound Services for Students receiving Special Education are for students with an IEP who are unable to attend classes due to physical or mental illness where confinement in a hospital or in the home is expected to be a minimum of fifteen (15) consecutive school days. Homebound services are:
 - intended to be a temporary service; and
 - the responsibility of the student’s attending school. Homebound instruction is provided:
 - in the home, by a one-on-one Homebound instructor;
 - by referring school staff; and
 - is the responsibility of the charter school.

Homebound instruction is one of the most restrictive educational placements offered by the charter school. Every effort must be made to maintain instruction in the school setting before identifying a Homebound placement. It is the responsibility of the charter school to explore all lesser restrictive options. Such options may include, but are not limited to, a shortened school day and Supplemental Home Services. If a parent enrolls a child in a private mental health treatment facility, the IEP will NOT be changed to reflect homebound placement as the charter school is not providing services. If this student becomes available for homebound services outside the mental health treatment facility, regular homebound procedures will be followed beginning with the application.

Placement of students in Homebound education is initiated by the parent who obtains a Homebound application/referral directly from the charter school when it is determined that a student is unable to attend school due to injury or illness. If

the charter school personnel receive notice that it is anticipated that the student will be absent from school for at least 15 consecutive school days for medical reasons, that person should contact the School Nurse (if the medical reason involves physical illness) or School Psychologist (if the medical reason involves mental or emotional illness or substance abuse problems). The fact that the student will be or is anticipated to be absent for at least 15 consecutive school days must be substantiated by a qualified physician who is acting within their authorized scope of practice.

b. Application/Referral

- The application/referral is a four-part form requiring completion by the parent, physician, counselor and/or the school nurse and/or the school psychologist.
- Anticipated confinement duration must be specified (e.g., six weeks, one month). A non-specific period of time (e.g., lifetime, 99 years, to be determined) is not acceptable.
- A description of the student's disability is required. In the case of a student with a psychological diagnosis, a copy of the psychiatrist's/attending physician's Treatment Plan and a copy of the therapist's Treatment Plan is also required. In addition, a copy of the school team's transition plan (i.e., a plan to return the student to school, with a timeline, procedures, activities, and responsible school personnel who will participate and be responsible for initiating and monitoring the plan) is required.
- If an extension of Homebound Services is needed, another application must be submitted or, in exceptional cases, a physician's memo or letter may be offered as an extension of the original application if it is within the same school semester. The extension must also identify a specific ending date.
- The application/referral must be completed by all four parties and then faxed or emailed to the charter school. A copy must be maintained at the school in the student's confidential folder.
- Homebound Service is considered a placement change for students receiving special education services and must be determined during an IEP meeting. An IEP Revision meeting must be convened by the student's school of attendance prior to initiation and termination of Homebound Service.
- Within one week of receiving the necessary paperwork, the school will notify appropriate school staff of the status of the referral and/or the Homebound Instruction effective start date. (See 7.5.6 for additional information)

Chapter 9 Discipline

Introduction

The charter school is obligated to provide a free appropriate public education (FAPE) to all eligible students with disabilities, including students who have been suspended or expelled, and is prohibited from applying its disciplinary policies in a manner that discriminates against students with disabilities. Certain procedures apply for placement of a student in an interim alternative educational setting in connection with disciplinary action against the student.

“School day” is defined as any day, including a partial day that students are in attendance at school for instructional purposes.

This chapter discusses the requirements for disciplinary actions for a student with a disability:

- 9.1 Short-Term Disciplinary Action
- 9.2 Disciplinary Change of Placement
- 9.3 Long-Term Disciplinary Removal
- 9.4 Manifestation Determination
- 9.5 Request for Hearing
- 9.6 Protections for Students Not Yet Eligible for Special Education
- 9.7 Referral to Law Enforcement Agencies
- 9.8 Disciplinary Information in a Student’s Record

9.1 Short-Term Disciplinary Action

Short-term disciplinary removal for students with disabilities refers to a student’s removal from instruction for less than 10 cumulative or 10 consecutive days in a given school year. This includes suspensions and Required Parent Conferences (RPC).

9.1.1 *Educational Services*

- a. Educational services are not required if removal is for a total of 10 school days or less in a given school year and if services are not provided to students without disabilities who have been similarly removed.
- b. Behavior plans may need to include:
 - review and/or revision of an existing behavioral intervention plan (BIP); and/or
 - functional behavioral assessment if there is no existing behavior plan.
- c. Any break in IEP mandated services equals removal. In-school suspension (ISS) would not be considered as part of the days of suspension as long as the student:
 - participates in the general education curriculum (ISS is considered a general education environment); and
 - continues to receive the services and make progress toward meeting the goals in the student’s IEP.
- d. If a student is removed from his or her current educational placement for more than **a total of 10 school days** in a school year, even if these removals do not constitute a change in placement, school personnel must arrange to provide the student educational services to:
 - the extent necessary to enable the student to appropriately progress in the general education curriculum; and
 - appropriately advance toward achieving the goals set forth in the student’s IEP.

9.2 Disciplinary Change Of Placement

Although the charter school personnel must take certain steps in connection with disciplinary action against a student who has or may have a disability, the most significant procedural protections with respect to disciplinary actions against a student with a disability are triggered when the action constitutes a change in the student's educational placement.

9.2.1. *A disciplinary change of placement occurs when a student with a disability is removed from their current educational placement for more than 10 consecutive school days in a school year; or in a series of removals that constitute a pattern when:*

- a. the series of removals totals more than 10 cumulative school days in a given year;
- b. the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and
- c. such additional factors as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another.

9.2.2. *For any disciplinary actions that total less than 10 school days in a given school year, the charter school is not required to take any action. If the charter school personnel have questions regarding whether a series of disciplinary actions may constitute a change in placement, they should consult the charter school Site Administrator.*

9.3 Long-Term Disciplinary Action Constitutes A Change In Placement

Long-term disciplinary removal for students with disabilities refers to a student's removal from instruction for 10 or more consecutive school days in a given school year. This removal constitutes a change of placement. The parent has the right to have a manifestation determination review, to determine relatedness of the student's behavior to the disability, when the student's school recommends removal of the student from the current educational placement to an interim alternative educational placement for more than 10 school days for violating school disciplinary rules.

9.3.1. *Procedural Safeguards*

- a. Procedural Safeguards must be provided to parents when the school proposes a removal that will result in a disciplinary change of placement.
- b. The date on which the decision is made to make a removal that constitutes a change of placement of a student with a disability, the Site Administrator, school board, or designee must notify the parent of that decision and provide the parent with procedural safeguards notice and the charter school's appeal process.

9.3.2. *Educational Services (Alternative Instructional Arrangements, AIA)*

- a. If a student is removed from their current educational placement for more than a total of 10 school days in a school year, the Site Administrator must ensure that services are provided to the student with disabilities on the 11th day of total removals.
 - b. These services must be provided to the extent necessary to:
 - enable the student to appropriately progress in the general curriculum;
 - appropriately advance toward achieving the goals set out in the student's IEP; and
 - receive, as appropriate, a functional behavioral assessment (FBA) and behavioral intervention services and modifications that are designed to address the behavior so that it does not reoccur.
- Note: Alternative Educational Placement

9.4 Manifestation Determination

A manifestation determination meeting must be convened immediately, but no later than 10 school days after the date on which a disciplinary change of placement decision is made. Note: As of the 11th school day of suspension, alternative instructional arrangements must be provided while waiting to convene a manifestation determination meeting.

9.4.1. Procedure

- a. The Site Administrator meets with parent to inform them of the recommendation for a long-term removal and to provide procedural safeguards.
- b. The site administration must notify special education staff so that a manifestation determination/IEP meeting can be scheduled.
- c. Appropriate prior written notice must be provided to the parent indicating disciplinary action.

9.4.2. Participants:

- a. LEA;
- b. Parent; and
- c. Relevant members of the IEP team (as determined by the parent and LEA).

9.4.3. The school is required to proceed with the Manifestation Determination (MD) meeting in a timely manner. If the parent is unavailable to attend within the 10 day timeframe, the manifestation determination meeting can be convened without the parent.

- a. If a MD has occurred without the parent, an Intent to Implement must be completed and sent to the parent as described in Chapter 3.0.
- b. If the parent disagrees with the MD, an Intent to Implement must be completed and sent to the parent.
- c. The MD review may be conducted by the IEP Team at the same meeting at which it develops or revises a BIP and appropriate behavioral interventions.

9.4.4. Manifestation Determination Meeting

When conducting a manifestation determination meeting, the IEP Team must review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parent to determine:

- a. if the conduct in question was caused by, or had a direct and substantial relationship to the student's disability; or
- b. if the conduct in question was the direct result of the local educational agency's failure to implement the IEP.

Based on this information, the IEP Team must determine whether the student's behavior that is subject to the disciplinary action is a manifestation of their disability. If the LEA, parent and relevant members of the IEP team determine that a student's misconduct was caused by or had a direct and substantial relationship to the student's disability, or a direct result of the District's failure to implement the student's IEP, the conduct shall be determined to be a manifestation of the student's disability.

9.4.5. If the IEP Team determines that the behavior was not a manifestation of the student's disability:

- a. the student is subject to the same disciplinary action as nondisabled peers;
- b. after the 10th day of removal, students with disabilities must continue to receive educational services; and
- c. the parent may request an expedited due process hearing.

9.4.6. If the IEP team determines that the behavior was a manifestation of the student's disability, the team must either:

- a. conduct a functional behavioral assessment (FBA) unless the LEA had conducted a FBA before the behavior that resulted in a change of placement occurred, and implement a behavioral intervention plan (BIP); or
- b. if a BIP had been developed, review the BIP, and modify it, as necessary, to address the behavior.

In addition, the IEP Team should complete the Functional Behavioral Assessment worksheet, the Behavior Plan Worksheet, and all relevant sections of the IEP, as appropriate. The IEP Team may also want to consider if the student needs a reevaluation. Except as provided in section 9.4.7., **the school may not** impose disciplinary action and must return the student to the placement from which the student was removed, unless the IEP team agree to a disciplinary change of placement.

9.4.7. Special Circumstances

The charter school may discuss removal of a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student’s disability, in cases where a student:

- a. carried a weapon to school or to a school function under the jurisdiction of the charter school; or
 - The term weapon means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2½ inches in length.
- b. knowingly possessed or used illegal drugs or sold or solicited the sale of a controlled substance while at school or at a school function under the jurisdiction of the charter school ; or
 - An illegal drug means a controlled substance, but does not include a substance that the student legally possesses or uses under the supervision of a licensed health-care professional, or that is legally possessed or used under federal law.
- c. had inflicted serious bodily injury upon another person while at school or at a school function under the jurisdiction of the charter school.
 - Serious bodily injury is an injury involving **substantial** risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of function of a bodily member, organ or mental faculty.

For questions regarding special circumstances, contact the charter school site administrator for assistance.

9.5 Requests For A Hearing

9.5.1. *A parent may request a due process hearing when they disagree with any decision regarding disciplinary placement or the manifestation determination.*

9.5.2. *Following a request from the charter school, the LEA may request a due process hearing when they believe that maintaining the current placement of the student is substantially likely to injure the student or others.*

9.5.3. *The hearing officer may order a disciplinary change of placement which may include:*

- a. returning the student with a disability to the placement from which they were removed; or
- b. ordering a change in placement to an interim alternative educational setting for no more than 45 school days if the hearing officer determines that maintaining the current placement of the student is substantially likely to result in injury to the child or others.

9.5.4. **The Nevada Department of Education (NV DOE) who is the State Education Agency (SEA) is required to arrange for an expedited hearing that must occur within 20 school days from the date that the request is made.** The hearing officer must render a decision within ten school days after the hearing.

9.5.5. *Stay Put Requirements*

The student is to remain in the educational setting pending the decision of the hearing officer or until the time period of the disciplinary infraction ends.

9.6 Protections For Students Who Are Not Yet Eligible For Special Education And Related Services

9.6.1. In some circumstances, a student who has not yet been determined to be eligible as a student with a disability may be entitled to procedural protections. If there was a suspicion of a disability prior to the behavior infraction and recommendation of an alternative placement, discipline must cease and an expedited evaluation must occur unless the

infraction involved weapons, drugs or serious bodily harm. The LEA is deemed to have knowledge that a student is a student with a disability if, before the behavior that precipitated the disciplinary action occurred:

- a. the parent of the student had expressed concern in writing to supervisory or administrative personnel of the appropriate educational agency, or a teacher of the student, that the student is in need of special education and related services;
- b. the parent of the student has requested an evaluation of the student; the teacher of the student, or other personnel of the LEA, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the Site Administrator of the school.

9.6.2. Exception: The LEA is deemed not to have knowledge that a student is a student with a disability if the parent of the student has not allowed an evaluation, has refused or revoked services, or the student has been evaluated, and it was determined that the student was not a student with a disability.

9.7 Referral To Law Enforcement Authorities

The protections described in this Chapter do not prevent school personnel from reporting a crime committed by a student with a disability to appropriate authorities. Similarly, these protections do not prevent state law enforcement and judicial authorities from exercising their responsibilities in applying federal or state law to crimes committed by a student with a disability. If school personnel report a crime committed by a student with a disability to appropriate authorities, they must ensure that copies of the student's special education and disciplinary records are transmitted for consideration by those authorities to whom the agency reports the crime. The student's records may be transmitted only to the extent such transmission is permitted by the Family Educational Rights and Privacy Act.

9.8 Disciplinary Information In Student Records

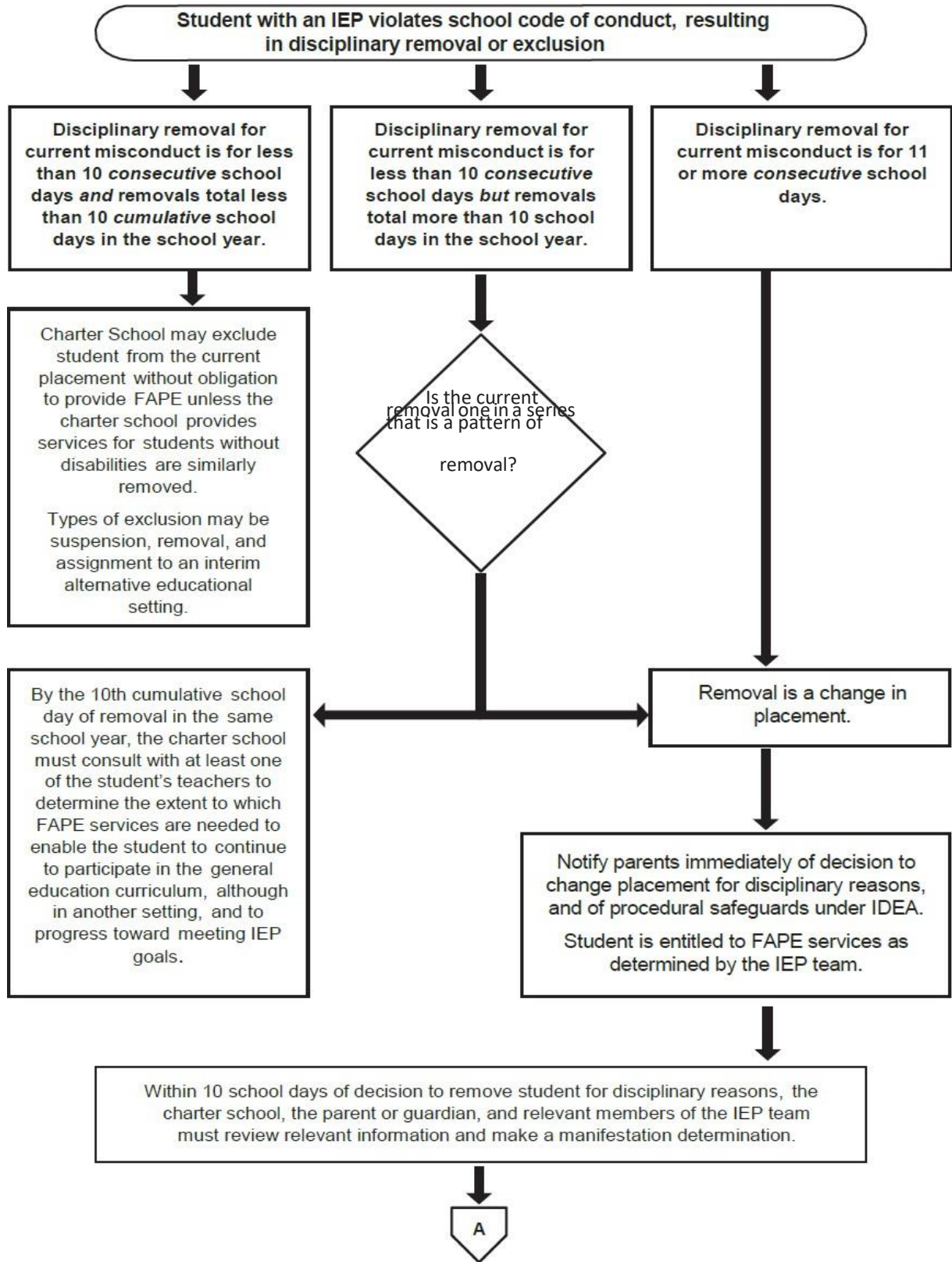
9.8.1. If a student has been or is being subjected to any disciplinary action, the school may include information about such previous or current disciplinary actions in the student's records to the same extent such information is included in the records of students without disabilities.

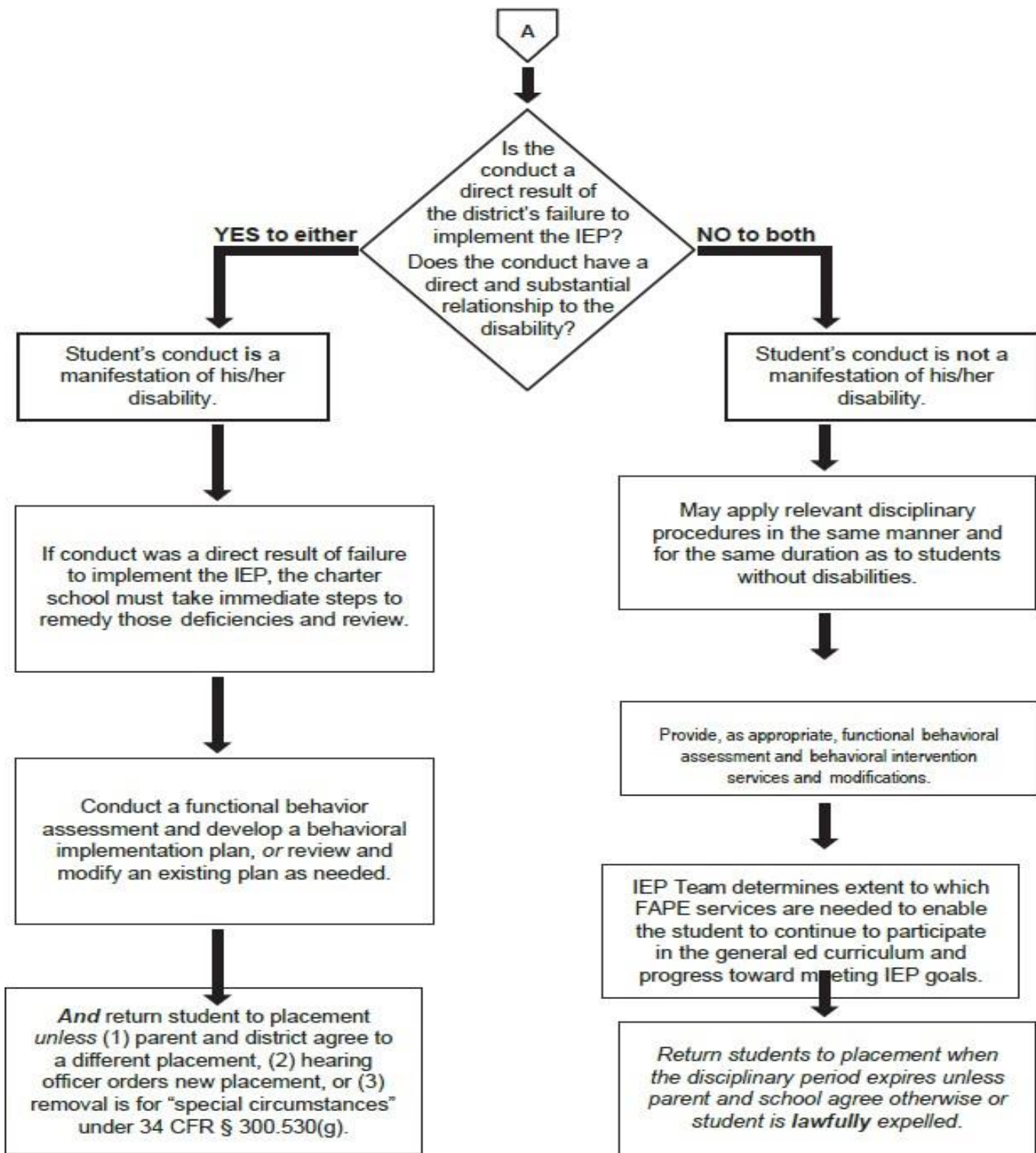
The information may include:

- a. a description of the student's behavior that required disciplinary action;
- b. a description of the disciplinary action taken; and
- c. any other information that is relevant to the safety of the student and other individuals involved with the student.

9.8.2. The school also may transmit the disciplinary information in the records of students with disabilities to the same extent that type of information is transmitted in the records of nondisabled students. If the student transfers to another school, the student's current IEP and any information of disciplinary action as described above must be transmitted with their records.

IDEA Disciplinary Procedures for Students with Disabilities





Chapter 10 Student Records And Confidentiality

The charter school is required to follow certain procedures for collecting, maintaining, disclosing, and destroying educational records relating to a student with a disability. Education records include records covered under Family Educational Rights and Privacy Act (FERPA). A record includes printed or handwritten documents, but also includes information recorded in any other way, including computer media, videotape, audiotape, film, microfilm, and microfiche.

This chapter discusses student records and confidentiality requirements:

- 10.1 Education records defined
- 10.2 Maintenance of records
- 10.3 Access to records
- 10.4 Copying records
- 10.5 Requests for records
- 10.6 Destruction of records
- 10.7 Amendment of records at parents' request
- 10.8 Annual notice of parental rights

10.1.1. *Education records include records that are:*

- a. directly related to a student; and
- b. maintained by the charter school.

10.1.2. *The term does not include:*

- a. records that are kept in the sole possession of the maker of the record, and are not accessible or revealed to any other person;
- b. records of the charter school security;
- c. personnel records;
- d. records that are created or received after a student that is no longer enrolled in the charter school;
or
- e. documents under development, but are not yet completed (Multidisciplinary (MDT) reports).

10.1.3. *Some of the protections for student records relate to information that is personally identifiable to the student. Information is personally identifiable if it includes:*

- a. the name of the student, the student's parent, or other family member;
- b. the student's address;
- c. a personal identifier, such as the student's social security number or student number; or
- d. a list of the student's personal characteristics or other information that would make it possible to identify the student with reasonable certainty.

10.1.4. **Although this Chapter refers to the rights of the parent, these rights will transfer from the parent to the student when the student reaches age 18.** If the general rights of the parent under IDEA are transferred to the student at age 18, as described in the Procedural Safeguards Chapter 2.0, the parent's rights regarding education records will transfer to the student. However, the school is required to provide the parent and the student notice required under the procedural safeguards requirements of IDEA, as described in the Procedural Safeguards Chapter 2.0.

10.2 Maintenance Of Records

The charter school is required to protect the confidentiality of personally identifiable information regarding a student. The charter school's Special Education Department and its Site Administrator are the designated school officials responsible for ensuring the confidentiality of any personally identifiable information.

10.2.1. *The Site Administrator shall:*

- a. designate a confidentiality official to serve as a records custodian for each school;
- b. ensure that all school staff that collect or use a student's personally identifiable information are trained in confidentiality requirements;
- c. maintain the records in a secure and locked location; and
- d. ensure that a current list of the names and positions of those the charter school employees who have access to the records are maintained; and
 - posted in plain view and in close proximity to the confidential records; and
 - ensures that the person(s) who access each student education record signs the Status Record.

10.3 Access To Records

10.3.1. *General Right of Access*

School personnel must permit the parent to inspect and review any education records relating to their child that the charter school collects, maintains, or uses under IDEA.

- a. As part of the process of allowing access to education records, the Site Administrator is responsible for verifying that the person requesting access has authority to do so. For assistance in determining whether a parent has authority to access a student's education records, contact the charter school Site Administration.
- b. For procedures related to copying records refer to section 10.4.
- c. the charter school regulations require that the Site Administrator must comply with a request to access or review records:
 - no more than 10 days after receipt of the request to review the records; or
 - before any meeting regarding an IEP, hearing, or resolution session.
- d. the charter school personnel must be present to interpret records being reviewed and must follow the record of access procedures as described in 10.3.2. below.

10.3.2. *Record of Access*

The charter school is required to keep a Status Record of parties obtaining access to confidential education records collected, maintained, or used under IDEA. The record must include the:

- a. first and last name and title of the party accessing the record;
- b. date access was given; and
- c. purpose for which the party is accessing the record.

10.3.3. *Parent Right to Access*

- a. Parents' right to inspect and review education records includes the right to:
 - a response from the school for a reasonable requests for explanations and interpretations of the records;
 - request copies of the records containing the information; and
 - have a representative of the parent inspect and review the records.
- b. In order to provide meaningful explanations of records for a parent who may be unable to read due

to blindness, inability to read English, distance, or other reasons, the Site Administrator must take steps to provide an interpreter, an oral explanation, Braille versions of documents, or an opportunity to review the documents over the telephone, as appropriate. In addition, copies of certain documents may be provided to a parent, as described in section 10.4.1.

- c. If any education record includes information on more than one student, the parent has the right to inspect and review only the information relating to their own child, or to be informed of that specific information. School personnel should ensure that they block out or omit information about other students on copies of education records or take other measures to avoid disclosure to unauthorized persons.
- d. The school is required to provide the parent, on request, a list of:
 - the types and locations of education records collected, maintained, or used by the school; and
 - the charter school employees with authority to access student's personally identifiable information.
- e. The school shall:
 - inform the parent when personally identifiable information is no longer needed to provide educational services to the student;
 - maintain a permanent record of the student's name, address, telephone number, grades, attendance, classes attended, grades completed and the year they were completed; and
 - not disclose personally identifiable information except as authorized by law.
- f. rights of access extend to student teachers and related service interns who have a legitimate educational interest in accessing educational records.
- g. Specific requirements apply to maintenance and disclosure of disciplinary information included in a student's records. These requirements are discussed in the Discipline Chapter 9.0.

10.4 Copying Records

10.4.1. *If a parent requests a copy of an education record:*

- a. the charter school personnel shall comply with the request within a reasonable period, but not more than 45 calendar days after receipt of the request.
- b. The school is allowed to charge a fee for copying, but may not charge a fee for searching or retrieving information. The fee may be waived if charging the fee would effectively prevent the parent from exercising their right to inspect and review the documents. The fee schedule must be published in the school/parent/student handbook.

10.5 Request For Records

10.5.1. Written parental consent must be obtained before personally identifiable information in the student's records is disclosed to anyone other than officials of the charter school collecting or using the information under IDEA.

10.5.2. FERPA prevents school personnel from disclosing personally identifiable information in a student's education record, except if the parent or eligible student provides the signed Authorization for Release of Confidential Information consent form.

10.5.3. *The written consent must:*

- a. specify the records that may be disclosed;
- b. state the purpose of the disclosure; and
- c. identify the party to whom the disclosure must be made.

10.5.4. *Prior written consent is not required when providing education records to:*

- a. school officials with a legitimate educational interest;
- b. officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer;
- c. specified officials for audit or evaluation purposes;
- d. appropriate parties in connection with financial aid to a student;
- e. organizations conducting certain studies for or on behalf of the school;
- f. accrediting organizations;
- g. comply with a judicial order or lawfully issued subpoena; or
- h. state and local authorities, within a juvenile justice system, pursuant to specific State law.

However, the school must make a reasonable attempt to notify the parent, unless the disclosure was initiated by the parent or eligible student, or unless the school's annual FERPA notification includes a provision that education records will

be forwarded upon request to other institutions where the student seeks admission or intends to enroll or is already enrolled. The parent is entitled to a copy of the record that was disclosed and has the right to a hearing.

10.5.5. *If a parent refuses to provide consent to disclose a student's personally identifiable information, the charter school personnel should contact the charter school Site Administration.*

10.6 Destruction Of Records

10.6.1. If the parent requests that personally identifiable information in the records be destroyed, the parent should contact the charter school Site Administrator. Destruction means either physical destruction or removal of personal identifiable information. However, the charter school may maintain (without a time limitation) a permanent record of the student's name, address, telephone number, grades, attendance record, classes attended, grade level completed, and year completed.

10.6.2. *The charter school's policy is to destroy a student's records six (6) calendar years after he/she graduates or would normally have graduated from high school.*

10.7 Amendment Of Records At Parent's Request

10.7.1. *Request for Amendment*

- a. The parent may request the school to amend information in their child's education records if the parent believes that the information:
 - is inaccurate;
 - is misleading; or
 - violates the student's privacy rights or other rights.
- b. The parent must submit the request in writing to the Site Administrator to explain which information is being challenged and the reasons for their objection to the information.
- c. Within ten school days after receiving such a request, the Site Administrator must inform the parent in writing of the determination, the reasons for the decision, and the right to appeal.

10.7.2. *Appeal*

The parent has the right to appeal the determination to the Site Administrator or school designee within ten school days after receipt of the Site Administrator's letter. The Site Administrator or designee shall hold a hearing with the parent within fifteen working days of receipt of the appeal.

10.7.3. Hearing

Upon a parent's request, the school is required to provide an opportunity for a hearing to challenge information in the student's education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. The parent's request for a hearing should be forwarded to the Site Administrator or designee.

- a. Requirements:
 - the hearing must be scheduled within fifteen working days after receipt of request;
 - reasonable notice must be provided to the parent of the date, time, and place of the hearing;
 - the hearing must provide the parent a full and fair opportunity to present relevant evidence, and the parent may be assisted by an attorney or other individual at the parent's expense;
 - within five working days after conclusion of the hearing, the Site Administrator or designee must inform the parent of their decision in writing; and
 - the parent shall be notified of the decision by certified mail.
- b. If, as a result of the hearing, it is determined that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, the charter school personnel must amend the information accordingly. The charter school personnel are responsible for informing the parent in writing that the information has been amended.
- c. If, as a result of the hearing, it is determined that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, the Site Administrator or designee must inform the parent of their right to place in the student's school records a statement commenting on the disputed information or setting forth any reasons for disagreeing with the information. Any such explanation that is placed in the student's records must be maintained by the charter school as part of the student's records. If the student's records or the contested portion is disclosed by the charter school to any party, the explanation must also be disclosed to the party.

10.8 Annual Notice Of Parental Rights

10.8.1. *The charter school is required to notify parents annually of their right to:*

- a. inspect and review the student's education records;
- b. seek amendment of the student's education records that the parent believe are inaccurate, misleading, or that violate the student's privacy rights;
- c. disclosure of personally identifiable information unless an exception applies; and exception applies;
- d. file an administrative complaint regarding alleged noncompliance with records requirements.

10.8.2. *The charter school is required to provide annual notice about these rights in a manner that effectively notifies parents who are disabled, or who have a primary or home language other than English.*

2. English Learner Policy and Plan

1 Southern Nevada Trades High School (SNTHS)

Southern Nevada Trades High School will provide families in the Las Vegas with a college and career preparatory high school option designed to support their children to graduation.

1.1 School Mission Statement

Southern Nevada Trades High School (SNTHS) promotes excellence in academic and career and technical education, preparing students for post-secondary education and careers in construction related professions.

1.2 School Vision Statement

Through innovative career and technical training integrated with aligned academics, community partnerships, and individualized college and career-readiness planning, students' passions for learning are ignited and they are prepared for success in postsecondary education and the workplace.

- **Integrated Curriculum:** We believe that hands-on career technical education (CTE) – in the classroom, in the workshop, and on the job-site – prepares students with the knowledge and skills for successful futures in construction-related careers. We believe that pairing CTE with aligned academics provides students with the skills necessary to adapt and grow throughout their careers.
- **Passion for Life-long Learning:** We believe that the unique combination of CTE and aligned academics spark student passion for learning while encouraging other essential life skills such as critical thinking, communication, and teamwork.
- **Individualized Planning and Support:** We believe that engaging students 1:1 in planning and refining their course of study throughout their high school career prepares graduates for success in their chosen educational and career paths.
- **Community Partnerships:** We believe that close collaboration with local industry and postsecondary institutions provides students with access to work experiences, industry-recognized credentials, and post-secondary credit that set them up for immediate success upon graduation.
- **Career and College Readiness:** We believe that an explicit focus on the skills necessary in college and careers provides students with opportunities to receive feedback and develop these skills.

1.3 Website and School Performance Plan

For additional information about the SNTHS, please refer to the website at <https://www.snvtradeshighschool.org/>

2 Introduction

This manual serves as a reference for SNTHS regarding the topic of English Language Learners.

2.1 Purpose

The purpose of the EL Policy and Plan is to define procedures and specify program elements that provide English language acquisition for all English Learners at a level that ensures equal participation in all education programs. An effective policy, plan, and program, ensures the mastery of English literacy skills to meet all requirements for high school graduation.

2.2 Philosophy

We believe that all students deserve access to high-quality high schools that will meet them where they are, spark their passion for learning, and support them in reaching their academic and career goals. At Southern Nevada Trades High School (SNTHS), we offer all of these in a unique environment that prepares young people for success in construction professions and postsecondary education. We believe that access to core academic subjects in the classroom (mathematics, English, science, and social studies) paired with hands-on career and technical education in workshops and at job sites (surveying, planning, plumbing, electrical, rough and finished carpentry, sheet rocking, roofing, etc.) combine to spark students' passions for learning by engaging them in multiple learning modalities that foster meaningful learning while simultaneously allowing students to identify their passions and strengths. Students learn from experienced teachers and expert trades people who are committed to ensuring that every student at SNTHS is successful.

Southern Nevada Trades High School aims to serve students and families in and around the 89110-zip code in East Las Vegas and Sunrise Manor, Nevada. By offering a dynamic learning environment in which students have access to high-quality academics and career technical training, as well as individualized support from the moment they enter until they reach graduation, the school's goal is to support all students to graduate. Immediately upon entering, all freshman students enter the Freshman Success Program, designed to orient students to high school-level expectations, guide them through successful completion of their first year of academic coursework, support their social emotional growth, and give them access to entry-level studies in CTE coursework so they can begin to design their own program of study from year one.

In ninth grade and beyond, students will have access to 8-week programs of study that meet all the Nevada criteria for graduation and offer in-depth CTE opportunities. Additionally, SNTHS engages students in planning their education through continuous 1:1 reflection and goal setting with college and career counselors, allowing students to take the lead in designing a course of study that will prepare them to graduate from high school ready for the college or career of their choice. Through the school's partnerships with the local community colleges, post-secondary programs, and industry leaders, students are prepared with such necessities as OSHA certification, college credit, and industry-credentialing that allow them to graduate high school immediately ready to enter well-paid careers or enroll in degree programs to further their education.

Along the way, students at SNTHS will have the extraordinary experience of learning the construction trades while designing and building custom construction projects from the ground up. Completing a project of this magnitude equips students with not only specific construction-trade related experience, but also valuable life-skills in critical thinking, communication, and teamwork. These unique opportunities for both traditional academic and experiential learning help to engage all students, from the most eager to those most at risk for dropping out. Our goal is to support every student who enters SNTHS, spark their passion for learning, and support them to graduation and their next steps in college and careers.

2.3 Legal Requirements

All schools are required to have an English Learner (EL) Policy and Plan per [Nevada Revised Statute \(NRS\) 388.407](#). SPCSA schools will comply with obligations under the [Equal Educational Opportunities Act of 1974, 20 U.S.C. § 1703\(f\)](#) as well as [Title VI of the 1964 Civil Rights Act 20 U.S.C § 2000d et seq.](#), and its implementing regulations at [34 C.F. R. part 100](#). Programs must be in compliance with [NRS Chapter 385](#) and [NRS Chapter 388](#) and the components that govern public schools. These programs and procedures must also be in compliance with Title III of the [Every Student Succeeds Act \(ESSA\) of 2015, Public Law 114-95](#). Additionally, this document provides instructions regarding compliance with [Nevada Assembly Bill \(AB\) 195 from the 2021 legislative session](#) that is known as the English Learner Bill of Rights.

2.4 Board Approval

2.4.1 Board Approval

Each SPCSA school is required to have the EL Policy and Plan approved by their school board.

This manual was approved on: March 20, 2023

2.4.2 Stakeholders

In addition to the board approval date, a list of names and roles of stakeholders who participated in the review process should be clearly noted in the EL Policy and Plan.

The following stakeholders participated in the review and approval process of this plan:

- Julie Carver, Executive Director
- Candi Wadsworth, Principal
- Brett Willis, Board Chair
- Rebecca Merrihew, Vice Chair & Facilities Chair
- Lisa Jones, Treasurer & Finance Chair
- Kelly Gaines, Secretary & Marketing Chair
- Tina Morgan, Academics Chair
- Amber Karweick, Board Member
- Kent Lay, Board Member
- Amanda Moss, Board Member
- Kelly Suiter, Board Member
- Dan Wright, Board Member
- Michael C. Van, Board Member

This manual contains:

- Information regarding the EL Bill of Rights.
- Information regarding the identification of EL students.
- Information regarding the Assessment of EL students.
- Information regarding eliminating achievement gaps and ensuring equitable access through:
 - Data.
 - Leadership and staffing.
 - Research-based curriculum.
 - Professional development/professional learning
 - Other educational programs for ELs
- Information regarding EL students with disabilities.
- Information regarding required parent communication and participation.
- Student participation in other educational programs.
- Links to all resources identified in this manual.
- Forms and documents used in conjunction with the EL program at the school.

2.5 Desired outcomes

There are several desired outcomes that result from implementing a successful EL program within a school. It is desired that within our school:

- The EL Program is aligned with their goals and schoolwide plan to ensure equal access to the educational opportunities afforded to all students.
- All EL Students will attain proficiency and fluency in the English Language.
- All EL students will benefit from the educational programs available within their school.
- All EL students will achieve proficiency and mastery of content area curriculum.
- All EL students will graduate high school as college and career ready.
- All EL students will excel to high standards.
- The school will implement research-based, comprehensive, and aligned English language development curriculum for EL students.
- All teachers of EL students will utilize appropriate strategies for EL language instruction and participate in ongoing professional development to ensure quality instruction.
- The socio-emotional needs of EL students will be considered in schools in conjunction with language development and academic needs.
- The school will partner with parents and families through effective communication and a variety of opportunities for families to have input on topics relevant to their families.

2.6 Definitions and Acronyms

Throughout this manual you will encounter a variety of terms that are relevant to this process. Additionally, some items may be referred to using acronyms. Please review the following items to familiarize yourself with the terminology and acronyms used throughout this manual.

- English Language Acquisition and Development (ELAD) Endorsement: Teachers with the ELAD endorsement on their teacher license have extended knowledge of the theories of second language acquisition, contemporary issues related to the education of English language learners and emergent bilinguals, assessment of language learning, and methods for supporting the academic language development of linguistically diverse students. This endorsement is formerly known as the Teach English as a Second Language (TESL) endorsement.
- English Learner (EL) student: Refers to a student who has been determined to be an English Language Learner or Limited English Proficient (LEP) and is therefore entitled to receive services to overcome language barriers that impede his/her equal and meaningful participation in the school's instructional programs. English learner student-Speakers of other languages who are learning English; refers to learners who are identified as still in the process of acquiring English as an additional language. English Learner students may also be referred to as English Language Learners (ELLs) as this is the acronym used by WIDA for their assessment suite.
- English Language Proficiency: The level of competence at which an individual can use language for both basic communicative tasks and academic purposes.
- English Language Proficiency Assessment (ELPA): English Language Proficiency Assessment-umbrella term used by the Nevada Title III Office to identify the annual English language proficiency assessment given to English language learners. Currently the ELPA assessment in Nevada is the WIDA ACCESS.
- Every Student Succeeds Act (ESSA): is the federal K-12 education law of the United States. ESSA was signed into law in 2015 and replaced the previous education law called "No Child Left Behind." It is a reauthorization of the Elementary and Secondary Education Act (ESEA) of 1965.
- Evidence Based Interventions (EBI): Evidence-based interventions (EBI) are practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented.

- Exited ELL: Refers to a student who was formerly an ELL but subsequently met the criteria for exiting the ELL Program based on a valid and reliable assessment of the student's English proficiency in each of the four (4) domains of speaking, listening, reading, and writing. An exited ELL is entitled to receive monitoring of his/her academic progress to determine whether the student has and maintains a sufficient level of English proficiency to succeed in mainstream classes without language acquisition services.
- Home Language: Language spoken in the home by caregivers and siblings who reside in the child's home; sometimes used as a synonym for primary language or native language.
- Home Language Survey (HLS): A screening tool used by schools upon student registration that determines languages that are spoken by the students.
- Individualized Education Program (IEP): A legal document under United States law that is developed for each public school child in the U.S. who needs special education. It is created through a team of the child's parent and district personnel who are knowledgeable about the child's needs.
- Individuals with Disabilities Education Act (IDEA): The Individuals with Disabilities Education Act (IDEA) is a law that makes available a free appropriate public education to eligible children with disabilities throughout the nation and ensures special education and related services to those children.
- Infinite Campus (IC): Infinite Campus is the Student Information System (SIS) used by all public schools in Nevada.
- Limited English Proficient (LEP): A federal term for English language learners who receive services and are tested from Title III funds. This term is being replaced with the term English Learner (EL).
- Language Instruction Educational Program (LIEP): a legal requirement for districts with students who are in the process of learning English as an additional language. A LIEP must be identified for each student.
- Model of Instruction (MOI): The LIEP is based on choosing an appropriate Model of Instruction (MOI) for each student. A list of models that may be used in the state of Nevada from the NDE is found on the document titled [Language Instruction Educational Program \(LIEP\) Models in Nevada](#). One model of instruction should be selected for each student and when entered in Infinite Campus, the appropriate code should be entered from the list.
- Multi-Tiered System of Support (MTSS): MTSS stands for multi-tiered system of supports. It's a framework many schools use to give targeted support to struggling students.
- Native language: Primary or first language spoken by an individual.
- Nevada Department of Education (NDE): The Nevada Department of Education or NDOE, autonomous of the governor and the Nevada State Legislature, administers primary and secondary public education in the state of Nevada.
- Nevada Revised Statute (NRS): The Nevada Revised Statutes are all the current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada and Nevada Revised Statutes.
- Section 504 of the Rehabilitation Act of 1973: Section 504 forbids organizations and employers from excluding or denying individuals with disabilities an equal opportunity to receive program benefits and services. It defines the rights of individuals with disabilities to participate in, and have access to, program benefits and services.
- Section 504 Plan: 504 plans are formal plans that schools develop to give kids with disabilities the support they need. That covers any condition that limits daily activities in a major way.
- Smarter Balanced Assessment Consortium (SBAC) Assessment: Adopted by the Nevada Department of Education, to measure K-8 students achievement of the Nevada Academic Core Standards (NVACS). The assessment system includes a rigorous computer adaptive summative test for grades 3-8 that provides accurate student performance and growth information to meet state and federal accountability requirements. In addition, optional computer adaptive interim assessments and formative resources

aligned to the NVACs give teachers and principals the tools to help students meet today’s college- and career-ready standards.

- State Public Charter School Authority (SPCSA): The State Public Charter School Authority (SPCSA) authorizes public charter schools across Nevada and is responsible for the oversight and monitoring of those schools to ensure positive academic outcomes for students and strong stewardship of public dollars.
- Statewide Plan for the Improvement of Pupils (STIP): Nevada law requires the State Board of Education to develop a 5-year strategic plan to improve the achievement of students enrolled in public schools across Nevada, officially referred to as a “Statewide Plan for the Improvement of Pupils”. We often abbreviate this to “STIP”. The Board must submit this plan, or a revised plan, on or before March 31 of each year. The STIP is prepared for the State Board’s consideration by the Nevada Department of Education (NDE) and reflects feedback and input gathered from school districts, education partners, and stakeholders across the State. (These requirements are outlined in Nevada Revised Statutes (NRS) 385.111-113).
- Title III: Language Instruction of Limited English Proficient Students and Immigrants (2002). Title III under ESSA consolidates 13 bilingual, immigrant, and Native American education programs formerly known as Title VII (1994). The focus of the title is on assisting school districts in teaching English to EL students and helping EL students meet state academic standards.
- US Department of Education (USED): The U.S. Department of Education is the agency of the federal government that establishes policy for, administers, and coordinates most federal assistance to education.
- WIDA: Consortium joined by Nevada Department of Education that provides the state ELPA test, known as ACCESS, and provides extensive professional development on the comprehensive ELP standards that address the need for students to become fully proficient in both social and academic English.

3 The EL Bill of Rights

[Assembly Bill \(AB\) 195 from the 2021 legislative session](#) requires information sharing by charter schools. This bill is also referred to as the “English Learner Bill of Rights”. The full text of this legal requirement may be viewed by clicking the link in section 2.2 Legal Requirements, or section 6 of this manual that provides a summary of all links. As a result of this bill, schools must:

1. Provide parents of English Learners with a copy of the “English Learner Pupil and Parent Rights” and post the document to the school website.
 - a. This information should be provided in English and in the parent’s primary language upon enrollment or identification as an English learner. For students who did not receive this documentation at the time of enrollment or identification as an English learner, provide this documentation as soon as possible. When posted to the website, it should be posted in as many languages as possible, and at minimum, all the languages provided by NDE. These documents may be downloaded from <https://spsca.instructure.com/courses/42/modules/items/537> in multiple languages.
2. Post information to the school’s website regarding the use of Title III funds.
 - a. Schools must post to the website (and update annually), Post to your school’s website (and update annually), information related to the way the school has used funds received pursuant to Title III of the Every Student Succeeds Act (ESSA) of 2015. This information must be organized into categories of programs and services that the funds were used for, including the engagement of parents and families.

3. Include the following items in the school’s EL Policy and Plan:
 - a. Provisions for the identification of the primary language of each pupil enrolled in the school district at the beginning of each school year to assist in the identification of pupils who are English learners
 - b. Provisions that ensure English learner students remain in a program for English learners until the pupil obtains language proficiency based on an appropriate assessment for pupils who are English learners, unless the parent or legal guardian of the pupil declines for the student to remain placed in a program for English learners.
4. A variety of data collection requirements are included as a part of the EL Bill of Rights. Schools must maintain accurate records in Infinite Campus at all times so that data is readily available when requested from SPCSA or NDE.

4 Identification of English Learner (EL) Students

All public schools are required to identify English Learner (EL) Students. Identification and Placement information can be found on the [Nevada WIDA site](#) in the “[Nevada English Language Learner Identification and Placement Guidance Document](#)” regarding identification and placement procedures.

4.1 Home Language Survey

Nevada requires a Home Language Survey (HLS) to be administered upon initial registration to all students [SBE3(a)(i), OCR & DOJ-Title VI 1964 and EEOA 1974, ESSA 3113(b)(2), NRS388.407(2)(a)].

The HLS may be issued online or by paper form. The results of the HLS should be recorded in Infinite Campus.

A template HLS is available at: <https://spsca.instructure.com/courses/42/modules/items/969>

The HLS must include three basic questions to determine:

1. The native or first language of the child.
2. The language(s) spoken at home.
3. The language(s) used when speaking with peers.

If a language other than English is indicated for any of the questions on the HLS, the child must be screened to determine EL status.

At our school, the HLS is issued online/as a paper form. The ELL/ESOL Instructor is responsible for entering the results of the HLS into the student records in Infinite Campus. All three languages should be entered for any student who has listed at least one language that is not English in any of the three fields. A student who requires screening should have “Pending” placed in Infinite Campus for their EL status by the ELL/ESOL Instructor until they have taken the screener.

4.2 Prior School Records

One component of screening is prior school records. If a student has indicated a language other than English on the HLS and records from a student’s previous school indicate an EL designation, the student should continue as EL if the student did not exit EL status at their previous school. Students who are continuing as EL from a previous school should not take the screener, they should be designated as EL.

If a student has indicated a language other than English on the HLS but records indicate that the student has exited EL with proper test scores, the student should not take the screener. They should be designated as a

former EL as it is required to monitor former EL students for four years after exiting EL status. Students who have been exited for more than 4 years do not need to be monitored.

4.3 Screening Assessment

Students who were identified as speaking a language other than English by the HLS, must take the K-12 WIDA Screener to determine if they should be designated as an EL student.

The screener will be administered at our school by the ELL/ESOL Instructor.

4.4 Placement and Opt Out

Upon completion of the screening assessment, students should be designated as EL students according to the “Identification/Placement Criteria” found on the Nevada WIDA website, in the document called “[Nevada English Language Learner Identification and Placement](#)”. Placement criteria is determined by NDE.

Upon completion of the screening assessment, the EL status in Infinite Campus should be updated from “Pending” to reflect the status of the student.

- If a student is eligible for services based on the screening assessment, the ELL/ESOL Instructor will enter the student’s EL Program status in Infinite Campus as EL and enter the “Identified Date”.
- If a student is not eligible for services based on the screening assessment, the ELL/ESOL Instructor will enter the student’s EL Program status in Infinite Campus as “Not EL” and enter the “Identified Date”.

All EL students are entitled to services. However, parents may choose to opt their children out of a school district’s EL program or out of particular EL services within an EL program. Per the [EL DCL Fact Sheet](#) from the United States Department of Education (USED):

- School districts may not recommend that parents opt out for any reason. Parents are entitled to guidance in a language that they can understand about their child’s rights, the range of EL services that their child could receive, and the benefits of such services. School districts should appropriately document that the parent made a voluntary, informed decision to opt their child out.
- A school district must still take steps to provide opted-out EL students with access to its educational programs, monitor their progress, and offer EL services again if a student is struggling.

At our school, if a parent chooses to opt out, the ELL/ESOL Instructor will update the EL status in Infinite Campus to reflect that the parent has chosen to opt the student out from services.

4.5 Screening, Placement, and Exit, Records

Accurate records of screening, placement, and exit, for EL students must be maintained in Infinite Campus. NDE hosted several data workshops in May 2021 regarding best practices for data entry. It is highly recommended that schools view the recordings so that data is entered correctly, as these data workshops demonstrate how to enter all data that is required by NDE. A link to the recordings and the data workshop files are available using the links below.

- [NDE EL Data Workshop Recordings](#)
- [NDE EL Data Workshop Zip Files](#)

EL student records in Infinite Campus will be reviewed and updated on an ongoing basis. At our school, the ELL/ESOL Instructor is responsible for checking and entering/updating the following records for EL students in Infinite Campus:

1. Birth Country (should be entered for all students at the school regardless of EL status)

2. Date entered US (should be entered for all students regardless of EL status if the birth country is not the US)
3. Date entered US School (should be entered for all students regardless of EL status if the birth country is not the US)
4. First Language, Home Language, Language with Friends (should be entered for any student who identified a language other than English on the HLS in any field. All three items should be entered on the for these students even if some of the languages are specified as English)
5. EL Program Status (Pending, EL, Not EL, Exited EL-Reg, Exited EL-Alt)
6. Identified date (entered after the initial date that the student is deemed eligible by WIDA screener scores)
7. Exit date (entered after the student has received a proficient score on WIDA or is able to exit by Alternate criteria)
8. Parent Notified (should be updated annually when annual notifications are sent)
9. Parent declined (if the parent declines services check the box and enter the date)
10. EL Assessments (Most recent scores should be entered)
11. EL Services (A model of instruction should be selected for each student as this information is required by NDE and USED for the LIEP. Only one should be selected per student, and the start date should be the date of enrollment for the current school year. Refer to the [Language Instruction Educational Program \(LIEP\) Models in Nevada](#) document for the appropriate coding of the program(s) used at your school.)

5 Assessment

Once students have been screened and they are designated as EL students, a variety of assessments should be used that provide for the periodic reassessment of English proficiency and applicable content assessments of each EL qualified student.

5.1 State Assessments

5.1.1 Placement/Screener Assessment

Nevada uses the WIDA Screener (for Grades K-12) to identify English language learners (ELLs).

5.1.2 English Language Proficiency Assessment (ELPA)

5.1.2.1 About the ELPA

The ELPA for the state of Nevada is the WIDA ACCESS for ELLs. This is the summative assessment. ACCESS for ELLs Online must be given to all EL students who are enrolled during the annual testing window, which typically lasts from early January through early March. The applicable assessment is administered annually to monitor students' progress in acquiring academic English. All ELs enrolled during the testing window must be assessed with the WIDA ACCESS 2.0., Kindergarten ACCESS, or Alternate ACCESS.

- Students in grades K-12 who have been identified as ELs take the WIDA ACCESS.
- Students with IEPs who take the WIDA ACCESS should be provided appropriate testing accommodations consistent with the accommodations listed in the IEP that have been determined by the IEP team. Information from WIDA regarding accommodations can be found in the following documents:
 - [WIDA Accessibility and Accommodations Manual](#)
 - [ACCESS Online Accommodations Checklist](#)

- [Kindergarten ACCESS Accommodations Checklist](#)
- [Alternate ACCESS Accommodations Checklist](#)
- The Alternate ACCESS for ELLs is designed to measure language proficiency of students with most significant cognitive disabilities per the students' Individual Education Plan (IEP). Students with Individualized Education Programs (IEPs) may take WIDA Alternate ACCESS per the decision of the student's IEP team. IEP teams should follow their state's specific alternate assessment participation criteria. For additional guidance, view the [Alternate ACCESS for ELLs Participation Criteria Decision Tree](#).

5.1.2.2 Administration and Scoring of the ELPA

The administration of the ELPA should be conducted per NDE Guidelines. The Testing Coordinator at each school is responsible for ensuring all procedures are followed per NDE adopted protocols. The ELPA is a high-stakes test requiring test security training and supervision by site administration, and it is required for irregularities to be reported per NDE guidelines. The WIDA The [ACCESS for ELLs Checklist](#) that is located on the [Nevada WIDA site](#) provides the guidelines that should be followed including:

- Procedures regarding how the test should be administered.
- Guidelines for what personnel should conduct each step of administration.
- Training courses that demonstrate how to administer the Online ACCESS, Alternate ACCESS for ELLs, Kindergarten ACCESS for ELLs.

The Kindergarten ACCESS and the WIDA Alternate ACCESS assessments are scored by the test administrator at the school. The Alternate ACCESS for ELLs: Administration and Scoring training course that is found on the ACCESS for ELLs Checklist includes important information about administering the Alternate ACCESS Field Test. All Alternate ACCESS Test administrators must complete the Alternate ACCESS For ELLs Administration and Scoring training course and pass the certification quiz. The Online ACCESS for grades 1 – 12 is scored by the testing company, DRC.

Upon receipt of the scores the school must:

- Enter results for all students in Infinite Campus
- Communicate with the student's parents/family members regarding test results.

At our school, WIDA scores are entered into Infinite Campus by the ELL/ESOL Instructor. Notifications regarding test results are sent annually to parents/guardians electronically/by us mail by the ELL/ESOL Instructor. The date of the notification is recorded in Infinite Campus by the ELL/ESOL Instructor.

5.2 Local Assessments

In addition to state assessments, SPCSA schools conduct:

- Formal Interim assessments which are chosen at the school level which are relevant to the school's instructional programs.
- Informal assessments and evaluations which evaluate EL students Academic Language Acquisition Progress are chosen at the school level and are relevant to the school's instructional programs.
- Classroom assessments that are chosen at the school level and are relevant to the school's instructional programs.

Our school uses the following assessments:

- Formal Interim Assessments:

- **WIDA Online Assessment:** Online is an English language proficiency assessment for students in grades 1-12. As a flexible, on-demand assessment, this test can be administered at any time during the school year. Scores from WIDA MODEL Online can be used to predict student performance on ACCESS for ELLs. This assessment provides opportunities for students to demonstrate their English language proficiency in the four language domains: Listening, Speaking, Reading and Writing. Each of these domains is assessed separately.
- **i-Ready:** Interim/Benchmark Assessment given 3 times a year (Fall, Winter, Spring), This exam will be administered at the beginning of each year to provide a benchmark for each student’s reading and math levels. It will be administered two additional times to ensure that all students make at least one year of progress in these levels each year.
- **Nevada’s End-of-Course (EOC) exams:** State-mandated assessments for select courses. At SNTHS, the EOC exam will replace the final exam for courses with an aligned EOC exam. The exam counts for 15% of the students’ grades.
- **PreACT:** SNTHS will pay for registration fees for all students. We will use the results to identify areas where students need support to demonstrate proficiency on the ACT+Writing exam.
- **ACT+Writing:** This is a state-mandated exam that all 11th grade students must complete to demonstrate proficiency on core academics. The results will be used to support students’ growth and will be included each year in the school’s report card.
- **ACT WorkKeys:** This exam reflects students’ preparation in CTE and leads to an industry-recognized credential, the National Career Ready Certificate (NCRC). The credential is a valuable CTE tool, which benefits students in their career search after graduation. We will support students to participate in this exam in their junior and senior years.

6 Equitable Access

Schools should design programs that eliminate achievement gaps and ensure equitable access to educational programs. The use of data, leadership and staffing, research-based curriculum, and professional development all are components of designing a program that provides equitable access. Additionally, schools should work to reduce any barriers that would prevent any student from fully participating in the school.

6.1 Use of Data

6.1.1 Placement

Data from the WIDA Screener is used for designating EL students as described in section 4.4 of this manual. Additionally, per the [EL DCL Fact Sheet](#) from the United States Department of Education (USED), School districts generally may not segregate students on the basis of national origin or EL status. Although certain EL programs may be designed to require that EL students receive separate instruction for a limited portion of the day or period of time, school districts and states are expected to carry out their chosen program in the least segregated manner consistent with achieving the program’s stated educational goals.

6.1.2 Exit

The criteria for a student to exit from an EL program is specified by NDE and has been updated for the 2022 – 2023 school year. Beginning in 2022 – 2023, students may qualify for exit by receiving a qualifying score on WIDA or through an alternate pathway. Students should be exited as EL students according to the “Exit Criteria” found on the Nevada WIDA website, in the document called “[Nevada English Language Learner Identification and Placement](#)” in the section of the document titled “Identification and Placement.” When a student has met the criteria for exit, the exit date recorded in Infinite Campus should be the last day of student

attendance for the school year in which the student received a qualifying score to exit. A notification letter should be sent to parents at the beginning of the following school year, that the student has been exited.

When a student qualifies for exit, the score and exit date will be entered into Infinite Campus by the ELL/ESOL Instructor. The status will be updated in Infinite Campus to “Exited EL – REG” or “Exited EL – ALT” dependent on whether the student exited by regular WIDA scores or by the alternate pathway by the ELL/ESOL Instructor. The notification letter will be sent to parents by the ELL/ESOL Instructor and the “Parent Notified” date in Infinite Campus will be updated to reflect the date that the parent was notified of exit at the beginning of the following school year.

6.1.3 Monitoring of Exited ELs

Exited ELs must be monitored per ESSA requirements and should be designated as Exited ELs in Infinite Campus. After 4 years monitoring is no longer required in Nevada. During the monitoring years, if the student is not making satisfactory academic progress on school level assessments including low scores on interim/benchmark assessments, D/F quarterly/semester grades, or other school assessments, then student needs should be assessed. If the results of the needs assessment show that the student is not making satisfactory progress because of a language barrier, the student should continue to receive EL services and a parent notification should be sent.

Exited EL Students will continue to be tracked and monitored by the EL department teacher and administration. Student’s grades and progress on assessments (iReady, EOC) will be closely monitored and tracked to ensure students are not falling behind.

- What tools will you use to collect data - spreadsheets, Infinite Campus, iReady, EOC’s, classroom grades and assessments
- Who is responsible for tracking and monitoring Exited ELs? EL Teacher and Administration
- What will you use as a needs assessment if a student is not making satisfactory progress? WIDA online Assessment will be used to determine if an exited students has fallen behind and needs to be reevaluated
- Who will send the parent notification if a student should continue to receive services and how will it be sent? Parent notification will be sent by paper and electronically in English and Spanish by the EL teacher.

6.1.4 Additional School Level Data

Our school collects and analyzes a variety of data. At our school, the following data will be analyzed to assist with determining the needs of students in our EL Program:

- **Classroom Assessment Data:** student’s grades and results on classroom assessments will be monitored regularly throughout the year.
- **i-Ready:** Interim/Benchmark Assessment given 3 times a year (Fall, Winter, Spring), This exam will be administered at the beginning of each year to provide a benchmark for each student’s reading and math levels. It will be administered two additional times to ensure that all students make at least one year of progress in these levels each year.
- **Nevada’s End-of-Course (EOC) exams:** State-mandated assessments for select courses. At SNTHS, the EOC exam will replace the final exam for courses with an aligned EOC exam. The exam counts for 15% of the students’ grades.
- **PreACT:** SNTHS will pay for registration fees for all students. We will use the results to identify areas where students need support to demonstrate proficiency on the ACT+Writing exam.
- **ACT+Writing:** This is a state-mandated exam that all 11th grade students must complete to demonstrate proficiency on core academics. The results will be used to support students’ growth and will be included each year in the school’s report card.

- **ACT WorkKeys:** This exam reflects students' preparation in CTE and leads to an industry-recognized credential, the National Career Ready Certificate (NCRC). The credential is a valuable CTE tool, which benefits students in their career search after graduation. We will support students to participate in this exam in their junior and senior years.

Our school will analyze data regarding our EL program using the following methods and procedures:

- WIDA Online Assessment: will be administered twice a year (Fall and Winter) to monitor EL students' progress. This assessment will align with our iReady assessments.
- Data will be recorded and tracked for both assessments to monitor student progress.
- EL Instructor will also track student progress during pullout session using anecdotal notes and short assessments that are aligned with the WIDA ELD Standards for students in 9th- 12th grade. This data will be entered into the students EL portfolio.

6.2 Leadership and Staffing

To eliminate achievement gaps and ensure equitable access to students, leadership and staffing are responsible for the implementation of an effective program.

At our school, each of the following positions perform duties essential to the EL Program. The name of the position and description of the duties relevant to the EL program are stated below:

- School Principal- monitor and support teachers and coordinator, meet with parents/students as necessary, oversee testing and assessments/
- EL Teacher/Coordinator- instruct students on WIDA ELD standards, administer assessments, track progress, act as a translator with needed, meet and communicate with parents.
- Classroom Teachers- instruct students in grade level content, work with EL Teacher to ensure students' needs and accommodations are being met.

6.3 Curriculum

Schools within SPCSA have the autonomy to select their own curriculum. Schools should select a research-based selection of curricula that considers the language development needs of ELs for both Tier I instruction and for supplementary materials.

At our school, we have selected the following curriculum for our EL students:

- We believe that through academic, career and technical education, and extracurricular opportunities we will prepare our students for successful employment, postsecondary education, and lifelong success. At SNTHS, our primary objective is to support students in earning a high school diploma by completing the Nevada Department of Education's (NDE) requirements for a standard high school diploma. Beyond that, we will support our students in earning college certificates and credentials from the local community college and College and Career Ready diplomas from NDE. This will be Tier 1 instruction that is for all students including EL students.
- WIDA English Language Standards along with WIDA Prime 2020 will be used by our EL Instructor to provide targeted instruction to our EL students during their designated pull out time

Schools should select Evidence Based Interventions (EBI). Evidence-based interventions (EBI) are practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented. The kind of evidence described in ESSA has generally been produced through formal studies and research. Under ESSA, there are four tiers, or levels, of evidence:

- Tier/Level 1 – Strong Evidence: supported by one or more well-designed and well-implemented randomized control experimental studies.
- Tier/Level 2 – Moderate Evidence: supported by one or more well-designed and well-implemented quasi-experimental studies.
- Tier/Level 3 – Promising Evidence: supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
- Tier/Level 4 – Demonstrates a Rationale: practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by an SEA, LEA, or outside research organization to determine their effectiveness.

Our school has implemented the following Evidence Based Interventions in our EL program:

- iReady Curriculum Associates
 - ESSA EBI Level: 2, 3, 4
 - Citation: <https://www.curriculumassociates.com/>
- WIDA Online Assessments
 - ESSA EBI Level: 2, 3, 4
 - Citation: <https://wida.wisc.edu/assess/model/online>

6.4 Professional Development

Goal 2 from the [Nevada Statewide Plan for the Improvement of Pupils \(STIP\)](#) is that “All students have effective educators.” To meet Goal 2, NDE has identified the following strategies:

- Equity: Ensure effective educators in low-performing schools.
- Access to Quality: Provide quality professional learning.
- Success: Decrease licensed educational personnel vacancies.
- Inclusivity: Serve students in the Least Restrictive Environment.
- Community: Increase candidates in the educator pipeline.
- Transparency: Engage in effective communication.

Nevada’s nine [Standards for Professional Development](#) are to be incorporated in the development, implementation, and evaluation of professional development trainings for educators employed by a school district or charter school. They should drive discussions and improvements focused on increasing educator effectiveness.

- **Learning Communities:** Professional learning that increases educator effectiveness and results for all students occurs within learning communities committed to continuous improvement, collective responsibility, and goal alignment.
- **Leadership:** Professional learning that increases educator effectiveness and results for all students requires skillful leaders who develop capacity, advocate, and create support systems for professional learning.
- **Resources:** Professional learning that increases educator effectiveness and results for all students requires prioritizing, monitoring, and coordinating resources for educator learning.
- **Data:** Professional learning that increases educator effectiveness and results for all students uses a variety of sources and types of student, educator, and system data to plan, assess, and evaluate professional learning.
- **Learning Designs:** Professional learning that increases educator effectiveness and results for all students integrates theories, research, and models of human learning to achieve its intended outcomes.

- **Implementation:** Professional learning that increases educator effectiveness and results for all students applies research on change and sustains support for implementation of professional learning for long-term change.
- **Outcomes:** Professional learning that increases educator effectiveness and results for all students aligns its outcomes with educator performance and student curriculum standards.
- **Equity:** Professional learning that increases educator effectiveness and results for all students focuses on equitable access, opportunities and outcomes with an emphasis on achievement and opportunity disparities between student groups.
- **Cultural Competency:** Professional learning that increases educator effectiveness and results for all students facilitates educator's self-examination of their awareness, knowledge, skills, and actions that pertain to culture and how they can develop culturally responsive strategies to enrich educational experiences for all students.

Our school will address a variety of topics through professional development. These topics include:

- **Professional Learning Communities (PLCs): (NVPD Standards: Learning communities, Resources, Data, Learning designs, Outcomes)** *Learning by Doing: A Handbook for Professional Learning Communities* by Richard Dufour will serve as the guiding text for our PLCs. All teachers and staff members will read this book together, engaging in professional development led by a PLC expert who will be contracted by the school. This training will begin prior to the beginning of the academic year and will continue monthly for the entirety of our first year of operation. In years two and beyond, the training will be predominantly during the summer training period and through bi-weekly coaching of team leaders. All SNTHS staff must learn to use this time effectively for review of data, curriculum, and student progress is essential for the success of our school. In addition to the on-going PLC professional development during our first year of opening, PLCs will receive observation and coaching on their practices from the Principal and/or Executive Director on a bi-weekly basis to help improve the functioning of the group. This observation and feedback will begin in year one and will remain a key feature of PLCs moving forward.
- **Curriculum and Instructional Best Practices: (NVPD Standards: Resources, Learning Designs, Implementation, Outcomes)** Each teacher will receive a curriculum map and existing curriculum materials from ACE high school during summer PD. In addition to the materials, teachers will receive guidance and professional development from SNTHS's Principal on how to map the curriculum to the standards, how to revise curriculum based on student needs and data, and how to collaborate across disciplines to ensure an integrated experience for 55 students. The initial training will be during the summer training period and will continue through feedback from the leadership team throughout the year.
- **Ensuring Success for All: (NVPD Standards: Outcomes, Equity, Culture Competency)** Teachers will receive PD during the summer and throughout the year on PD days and Friday PD (as outlined on the matrix below) on the school's RTI and MTSS processes, differentiation of instruction to ensure all students learn, and supporting students with disabilities and those students who are learning English to success in academic and CTE classrooms.
- **Work-Based Learning (WBL): (NVPD Standards: Learning Communities, Leadership)** All teachers and staff members at SNTHS will receive professional development in WBL and how it can be most effectively implemented to benefit students. Included in this training will be the three principles of WBL and how they look at SNTHS including how they are reflected in our employability rubric, our emphasis on individualized support, and our focus on career and college readiness. Particular attention will be given to the employability rubric and how it will be utilized to provide students with regular feedback and opportunities for growth to ensure they are ready for success in college and careers.
- **School Culture: (NVPD Standards: Equity, Cultural Competency. Learning Communities)** Establishing a positive school culture that is aligned with our vision of sparking students' passion for learning while supporting them to be ready for success careers and college upon graduation is central to

our work as educators at SNTHS. As such, significant time will be devoted in the week before school PD and throughout the year in PLC meetings and Friday PD sessions to ensuring that all staff are well-versed in our Five C's of Success, SEL curriculum, approach to Restorative Justice (RJ) and RJ practices, and our PBIS system. More detail about these programs is provided in the Student Culture and Student Discipline sections of this application.

- **Family Communication and Partnerships: (NVPD Standards: Cultural Competency)** Family and community partnerships are foundational to the success of SNTHS and our students. We will make it a priority for all staff members to be trained in cultural competence, specifically as it applies to building relationships with students and families. We will utilize local community resources as well as online modules developed by the National Education Association to promote our teachers' cultural competence and growth.³³ This work in training teachers will be spearheaded by our ELL instructor.

6.5 Other Educational Programs for ELs

According to the [EL DCL Fact Sheet](#) from the US Department of Education (USED), English learner (EL) students constitute nine percent of all public school students and are enrolled in nearly three out of every four public schools. Under Title VI of the Civil Rights Act of 1964 (Title VI) and the Equal Educational Opportunities Act of 1974 (EEOA), public schools must ensure that EL students can participate meaningfully and equally in educational programs.

EL students must be provided meaningful access to all curricular and extracurricular programs. Per the fact sheet:

- EL students must have access to their grade-level curricula so that they can meet promotion and graduation requirements.
- EL students are entitled to an equal opportunity to participate in all programs, including pre-kindergarten, magnet, gifted and talented, career and technical education, arts, and athletics programs; Advanced Placement (AP) and International Baccalaureate (IB) courses; clubs; and honor societies.

At our school, all students including EL Students will attend grade level classes. Students regardless of classification will have access to all programs, career classes and extracurricular activities.

To ensure that all students have an equal opportunity to participate in programs such as those listed above, we will provide all information to students and families in English and in Spanish as well as electronically and paper based.

7 English Learners with Disabilities

According to the [EL DCL Fact Sheet](#) from USED there are also provisions for evaluating EL students for special education and providing dual services.

- EL students with disabilities must be provided both the language assistance and disability-related services to which they are entitled under Federal law.
- EL students who may have a disability, like all other students who may have a disability and may require services under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973, must be located, identified, and evaluated for special education and disability-related services in a timely manner.

- To avoid inappropriately identifying EL students as students with disabilities because of their limited English proficiency, EL students must be evaluated in an appropriate language based on the student’s needs and language skills.
- To ensure that an individualized plan for providing special education or disability related services addresses the language-related needs of an EL student with a disability, it is important that the team designing the plan include participants knowledgeable about that student’s language needs.

All schools are responsible for providing adequate supports to EL students with disabilities regarding language instruction and also provide any disability related accommodation.

USED has developed an [English Learner Toolkit](#). Specifically, [Chapter 6: Tools and Resources for Addressing English Learners with Disabilities](#) provides a variety of resources for EL students with disabilities. From Chapter 6, the following set of tools is intended to help schools, LEAs, and SEAs in appropriately identifying and serving ELs with disabilities. The tools give examples of how schools can refer, assess, and identify ELs who may have a disability; how to write an IEP and select accommodations for ELs with disabilities; and how to compare data about EL students with disabilities from LEA to LEA.

- Tool #1, Referral, Identification, Assessment, and Service Delivery to ELs with Disabilities, includes recommendations about ELs with disabilities from states with large or rapidly growing EL student populations.
- Tool #2, Considering the Influence of Language Differences and Disability on Learning Behaviors, offers a matrix of learning behaviors organized by skill area (e.g., listening, speaking, reading, etc.) and the varying roles that language difference or disability can play in those behaviors.
- Tool #3, Developing an IEP for an English Learner with a Disability, is a list of questions to consider for ELs during the IEP-writing process.
- Tool #4, How to Use Data from the Office for Civil Rights’ Civil Rights Data Collection (CRDC), provides instructions about how to access EL data at the LEA level, including data about ELs with disabilities.
- Tool #5, Selecting Appropriate Accommodations for Students with Disabilities, offers a list of “dos” and “don’ts” related to choosing accommodations for students with disabilities.

If an EL student is suspected of having one or more disabilities the student will be promptly evaluated by the LEA or School psychologist in their native language following the guidance of the English Learner Toolkit, Chapter 6. If students require disability related services, they will be provided to the student by a special education teacher in the student’s native language, if applicable. Student progress will then be monitored in English language proficiency and special education separately throughout the year.

8 Parent Communication and Participation

8.1 Ensuring Meaningful Communication with Limited English Proficient Parents

Per USED as documented on the [EL DCL Fact Sheet](#):

- LEP parents are entitled to meaningful communication in a language they can understand, such as through translated materials or a language interpreter, and to adequate notice of information about any program, service, or activity that is called to the attention of non-LEP parents.

SNTHS will send out all information to parents and stakeholders electronically and in paper form. All documents will be written in English and in Spanish. We will also have school personnel that are able to communicate with parents in their native language.

8.2 Parent Notifications

All required notifications are listed below. Document templates for each item are provided within “Appendix B: Forms and Documents” at the end of this manual.

- EL Bill of Rights Documents
- Home Language Survey
 - Note: The home language survey is provided during student registration and all families must complete this item.
- Initial Notification of Placement
- Annual Notification of Continued Placement
- Exit Letter
- Opt Out Form (for parents who choose to opt out of services)
- Reinstatement Form (for parents who have previously chosen to opt out of services but now would like them reinstated)

8.3 Parent Participation

SNTHS will make every effort to hire an ELL teacher and other staff who speak Spanish fluently. We will also contract for translation services so that all staff members at SNTHS can communicate directly with parents in their home language. We believe that to have meaningful relationships with families and students who do not speak English as a first language, we must be proactive in planning for translation and communication techniques that can promote the inclusion of parents of ELLS. Additionally, we will make sure all home-school correspondences are translated into Spanish and any other languages that are spoken by families at the school.

Family involvement is central to the mission and vision for the SNTHS community. Families of all students will receive direct communication from teachers on a regular basis, as well as communication from the school administration. We will ensure that all communication is made available to parents in their home language.

SNTHS will host quarterly parent meetings to discuss academics, upcoming school events, and how parents can best support students at home. We will have interpreters and bilingual staff at all events to assist parents. We will continue to partner with Latino Outreach Solutions to ensure we best serving our parents and meeting the needs of our community.

9 References

The 2020 – 2021 El Plan and Policy from the Carson City School District which was provided by NDE, and Desktop Monitoring documents that from NDE which listed the desktop monitoring requirements were used as reference materials for determining the minimum compliance requirements that have been identified in this manual.

Additional reference materials have all been linked in within the text of this manual, and will be listed in “Appendix A: Links” of this manual.

10 Appendix A: Links

A variety of links have been provided throughout this manual and are listed below:

- SPCSA Strategic Plan

- [https://charterschools.nv.gov/uploadedFiles/CharterSchoolsnvgov/content/Families/Strategic%20Plan%202019_FINAL_ADA\(1\).pdf](https://charterschools.nv.gov/uploadedFiles/CharterSchoolsnvgov/content/Families/Strategic%20Plan%202019_FINAL_ADA(1).pdf)
- Nevada Revised Statute (NRS) 388.407
 - <https://www.leg.state.nv.us/nrs/nrs-388.html#NRS388Sec407>
- Equal Educational Opportunities Act of 1974, 20 U.S.C. § 1703(f)
 - <https://www.law.cornell.edu/uscode/text/20/1703>
- Title VI of the 1964 Civil Rights Act 20 U.S.C § 2000d et seq
 - <https://www.law.cornell.edu/uscode/text/42/2000d>
- 34 C.F. R. part 100
 - <https://www2.ed.gov/policy/rights/reg/ocr/edlite-34cfr100.html#S1>
- NRS Chapter 385
 - <https://www.leg.state.nv.us/nrs/nrs-385.html>
- NRS Chapter 388
 - <https://www.leg.state.nv.us/nrs/nrs-388.html>
- Every Student Succeeds Act (ESSA) of 2015, Public Law 114-95
 - <https://www.govinfo.gov/content/pkg/PLAW-114publ95/pdf/PLAW-114publ95.pdf>
- Nevada Assembly Bill (AB) 195 from the 2021 legislative session
 - <https://www.leg.state.nv.us/App/NELIS/REL/81st2021/Bill/7586/Text>
- Language Instruction Educational Program (LIEP) Models in Nevada
 - [https://doe.nv.gov/uploadedFiles/ndedoenvgov/content/English_Language_Learners\(ELL\)/Models_of_Instruction_NV.pdf](https://doe.nv.gov/uploadedFiles/ndedoenvgov/content/English_Language_Learners(ELL)/Models_of_Instruction_NV.pdf)
- EL Bill of Rights Documents
 - https://spcsa.instructure.com/courses/42/files/525?module_item_id=537
- Nevada WIDA site
 - <https://wida.wisc.edu/memberships/consortium/nv>
- Nevada English Language Learner Identification and Placement
 - <https://wida.wisc.edu/sites/default/files/id-placement/NV-ID-Placement-Guidance.pdf>
- Template HLS
 - https://spcsa.instructure.com/courses/42/files/1077?module_item_id=969
- EL DCL Fact Sheet
 - <https://www2.ed.gov/about/offices/list/ocr/docs/dcl-factsheet-el-students-201501.pdf>
- NDE EL Data Workshop Recordings
 - https://spcsa.instructure.com/courses/42/pages/recordings?module_item_id=552
- NDE EL Data Workshop Zip File
 - https://spcsa.instructure.com/courses/42/files/533?module_item_id=553
- WIDA Accessibility and Accommodations Manual
 - <https://wida.wisc.edu/resources/accessibility-and-accommodations-manual>
- ACCESS Online Accommodations Checklist
 - <https://wida.wisc.edu/resources/access-online-accommodations-checklist>
- Kindergarten ACCESS Accommodations Checklist
 - <https://wida.wisc.edu/resources/kindergarten-access-accommodations-checklist>
- Alternate ACCESS Accommodations Checklist
 - <https://wida.wisc.edu/resources/alternate-access-accommodations-checklist>
- Alternate ACCESS for ELLs Participation Criteria Decision Tree
 - <https://wida.wisc.edu/sites/default/files/resource/Alt-Access-Participation-Criteria-Diagram.pdf>
- ACCESS for ELLs Checklist
 - <https://wida.wisc.edu/sites/default/files/checklists/NV-online-checklist.pdf>

- Nevada Statewide Plan for the Improvement of Pupils (STIP)
 - <https://doe.nv.gov/STIP/Nevada/>
- Standards for Professional Development
 - https://doe.nv.gov/uploadedFiles/ndedoenvgov/content/Educator_Licensure/NVStandardsforPD.pdf
- English Learner Toolkit
 - https://ncela.ed.gov/files/english_learner_toolkit/OELA_2017_ELsToolkit_508C.pdf
- Chapter 6: Tools and Resources for Addressing English Learners with Disabilities
 - <https://www2.ed.gov/about/offices/list/oela/english-learner-toolkit/chap6.pdf>

11 Appendix B: Forms and Documents

- EL Bill of Rights Documents
 - <https://spsca.instructure.com/courses/42/modules/items/537>
- Home Language Survey (HLS)
 - <https://spsca.instructure.com/courses/42/modules/items/969>
- Initial Notification of Placement
 - <https://spsca.instructure.com/courses/42/modules/items/990>
- Annual Notification of Continued Placement
 - <https://spsca.instructure.com/courses/42/modules/items/988>
- Exit Letter
 - <https://spsca.instructure.com/courses/42/modules/items/989>
- Opt Out Form (for parents who choose to opt out of services)
 - <https://spsca.instructure.com/courses/42/modules/items/991>
- Reinstatement Form (for parents who have previously chosen to opt out of services but now would like them reinstated)
 - <https://spsca.instructure.com/courses/42/modules/items/992>

3. Foster Care Policy and Plan

1 About Southern Nevada trades High School (SNTHS)

Southern Nevada Trades High School will provide families in the Las Vegas with a college and career preparatory high school option designed to support their children to graduation.

1.1 School Mission Statement

Southern Nevada Trades High School (SNTHS) promotes excellence in academic and career and technical education, preparing students for post-secondary education and careers in construction related professions.

1.2 School Vision Statement

Through innovative career and technical training integrated with aligned academics, community partnerships, and individualized college and career-readiness planning, students' passions for learning are ignited and they are prepared for success in postsecondary education and the workplace.

- **Integrated Curriculum:** We believe that hands-on career technical education (CTE) – in the classroom, in the workshop, and on the job-site – prepares students with the knowledge and skills for successful futures in construction-related careers. We believe that pairing CTE with aligned academics provides students with the skills necessary to adapt and grow throughout their careers.
- **Passion for Life-long Learning:** We believe that the unique combination of CTE and aligned academics spark student passion for learning while encouraging other essential life skills such as critical thinking, communication, and teamwork.
- **Individualized Planning and Support:** We believe that engaging students 1:1 in planning and refining their course of study throughout their high school career prepares graduates for success in their chosen educational and career paths.
- **Community Partnerships:** We believe that close collaboration with local industry and postsecondary institutions provides students with access to work experiences, industry-recognized credentials, and post-secondary credit that set them up for immediate success upon graduation.
- **Career and College Readiness:** We believe that an explicit focus on the skills necessary in college and careers provides students with opportunities to receive feedback and develop these skills.

1.3 School Website and School Performance Plan

For additional information about the SNTHS, please refer to the website at <https://www.snvtradeshighschool.org/>

2 Introduction

This manual serves as a reference for SNTHS regarding the topic of Foster Care.

2.1 Purpose

The purpose of the Foster Care Policy and Plan is to define procedures and specify program elements ensure equal participation in all education programs for Foster Care students. An effective policy, plan, and program, ensures that all students have been provided with the necessary support and have been given the opportunity meet all requirements for high school graduation.

2.2 Legal Requirements

[Nevada's Assembly Bill \(AB\) 491 of 2017](#) describes educational legal requirements for students in foster care that are codified in [Nevada Revised Statute \(NRS\) Chapter 388E](#). Additionally the [Every Student Succeeds Act \(ESSA\) of 2015 \(20 U.S.C. § 6311\)](#) led to states being required to have procedures for children in foster care to remain in their school of origin.

Programs must be in compliance with [NRS Chapter 385](#) and [NRS Chapter 388](#) and the components that govern public schools, along with [NRS chapter 388A](#) which are the provisions that govern charter schools. Nevada's [Senate Bill \(SB\) 147 \(2019\)](#) resulted in additional provisions for homeless, unaccompanied, and foster care pupils that are codified in [NRS388.205](#), [NRS388A.489](#), and [NRS389.320](#).

The Family Educational Rights and Privacy Act (FERPA) ([20 U.S.C. § 1232g](#); [34 CFR Part 99](#)) is a Federal law that protects the privacy of student education records is also referenced in this manual.

2.3 Board Approval

2.3.1 Board Approval

Each SPCSA school is required to have the Foster Care Policy and Plan approved by their school board.

This manual was approved on: April 3, 2023

2.3.2 Stakeholders

The following stakeholders participated in the review and approval process of this plan:

- Julie Carver, Executive Director
- Candi Wadsworth, Principal
- Brett Willis, Board Chair
- Rebecca Merrihew, Vice Chair & Facilities Chair
- Lisa Jones, Treasurer & Finance Chair
- Kelly Gaines, Secretary & Marketing Chair
- Tina Morgan, Academics Chair
- Amber Karweick, Board Member
- Kent Lay, Board Member
- Amanda Moss, Board Member
- Kelly Suiter, Board Member
- Dan Wright, Board Member
- Michael C. Van, Board Member

2.4 Description

This manual contains information regarding:

- Definitions relevant to McKinney-Vento and homeless youth
- Information regarding School of Origin and Best Interests Determination
- Enrollment
- Identification and Tracking of Foster Care Students
- Transportation
- Foster Care Liaison
- Educational Records and Confidentiality
- Full or Partial Credit Requirements

- References
- Links

2.5 Definitions and Acronyms

Throughout this manual you will encounter a variety of terms that are relevant to this process. Additionally, some items may be referred to using acronyms. Please review the following items to familiarize yourself with the terminology and acronyms used throughout this manual.

- Best Interests Determination:
 - When a child enters foster care or changes placement while in foster care, the agency which provides child welfare services to the child shall determine whether it is in the best interests of the child for the child to remain in his or her school of origin. In making this determination, there is a rebuttable presumption that it is in the best interests of the child to remain in his or her school of origin ([NRS 388E.105](#))
- Every Student Succeeds Act (ESSA):
 - is the federal K-12 education law of the United States. ESSA was signed into law in 2015 and replaced the previous education law called “No Child Left Behind.” It is a reauthorization of the Elementary and Secondary Education Act (ESEA) of 1965.
- Family Educational Rights and Privacy Act (FERPA):
 - The Family Educational Rights and Privacy Act (FERPA) ([20 U.S.C. § 1232g](#); [34 CFR Part 99](#)) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. Additional information about FERPA may be reviewed at <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>.
- Foster Care:
 - Based on [NAC 432B.017](#), the term “foster care” means any out-of-home placement of a child. The term includes:
 1. The placement of a child into:
 - (a) A family foster home, as that term is defined in NRS 424.013;
 - (b) A group foster home, as that term is defined in NRS 424.015; or
 - (c) Any other similar institution having the appropriate qualifications and facilities to provide the necessary and desirable degree and type of care to the child.
 2. The placement of a child with a relative other than the relative who had a legal responsibility for providing a home for the child before the child was placed into the custody of the agency which provides child welfare services.
 3. An independent living arrangement approved by the agency which provides child welfare services in accordance with NAC 432B.410, made by the agency which provides child welfare services for a child in the custody of the agency which provides child welfare services pursuant to NRS 127.050 or 432B.550, or for whom the agency which provides child welfare services is responsible pursuant to NRS 432B.360. (Added to NAC by Div. of Child & Fam. Services by R221 97, eff. 6 5 98; A by R045 02, 7 23 2002)
- Infinite Campus (IC):
 - Infinite Campus is the Student Information System (SIS) used by all public schools in Nevada.
- Nevada Department of Education (NDE):
 - The Nevada Department of Education or NDOE, autonomous of the governor and the Nevada State Legislature, administers primary and secondary public education in the state of Nevada.
- Nevada Revised Statute (NRS):
 - The Nevada Revised Statutes are all the current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada and Nevada Revised Statutes.
- Participating school:
 - A charter school that is sponsored by the State Public Charter School Authority.
- School of Origin:

- The public school in which a child was enrolled at the time that the child was placed in foster care or the school in which a child who is in foster care is enrolled at the time of the most recent change in the placement of the child.
- State Public Charter School Authority (SPCSA):
 - The State Public Charter School Authority (SPCSA) authorizes public charter schools across Nevada and is responsible for the oversight and monitoring of those schools to ensure positive academic outcomes for students and strong stewardship of public dollars.
- US Department of Education (USED):
 - The U.S. Department of Education is the agency of the federal government that establishes policy for, administers, and coordinates most federal assistance to education.

3 School of Origin and Best Interests Determination

The school of origin is the public school in which a child was enrolled at the time that the child was placed in foster care or the school in which a child who is in foster care is enrolled at the time of the most recent change in the placement of the child.

When a child enters foster care or is moved to a new foster home, a best interests determination is conducted to determine if the student should remain in the school of origin or enroll in a different public school. The best interests determination should occur in conjunction with the relevant schools (school of origin and potential new school), the SPCSA foster care liaison, and the local family services agency to determine the appropriate placement.

Per [NRS 388E.105 \(2\)](#):

In determining whether it is in the best interests of a child in foster care to remain in his or her school of origin, the agency which provides child welfare services, in consultation with the local education agency and the educational decision maker appointed for the child pursuant to [NRS 432B.462](#), must consider, without limitation:

- (a) The wishes of the child;
- (b) The educational success, stability and achievement of the child;
- (c) Any individualized education program or academic plan developed for the child;
- (d) Whether the child has been identified as an English learner;
- (e) The health and safety of the child;
- (f) The availability of necessary services for the child at the school of origin;
- (g) Whether the child has a sibling enrolled in the school of origin; and
- (h) A plan for the continued education of the child, developed pursuant to [NRS 432B.60847](#), if the child is admitted to a psychiatric hospital or facility which provides residential treatment for mental illness.

The costs of transporting the child to the school of origin must not be considered when determining whether it is in the best interests of the child to remain at his or her school of origin.

Once the best interests determination has been conducted, if a dispute arises regarding the placement, the local family services agency will make the final decision regarding the child's school which will be subject to court approval if any party objects.

Additionally, upon exit from foster care, the child may remain in the school of origin until the child enters a grade level that is no longer served by the school, or reaches an age where they are no longer eligible to attend the level of school.

4 Enrollment

4.1 Immediate Enrollment

In accordance with subsection 2 of NRS 388A.453, when it is determined that it is in the best interests of the child to change schools, immediate enrollment means the school's legal requirement to immediately enroll the child into the new school regardless if the new school has received all the child's educational records; school transfer records, immunization records or any other unmet educational or academic requirements. Enrollment for a child in foster care cannot be denied or delayed. The enrolling school shall immediately contact the school of origin to obtain relevant academic and other records and those records will be promptly transferred.

4.2 Recording Foster Care Status in Infinite Campus

Foster Care status will be recorded in Infinite Campus by the Registrar.

Foster Care students must be correctly entered in Infinite Campus for a variety of purposes including grant eligibility and desktop monitoring. SPCSA must be able to accurately obtain data regarding the numbers of Foster Care students for reporting to NDE via Infinite Campus. Please use the instructions below to accurately identify Foster Care students in Infinite Campus.

1. In the Campus Tools menu on the "Index" tab, choose "Student Information" then click "Program Participation", then choose "Foster Care" from the index that appears.
2. Locate the student using the search tab.
3. Once you have pressed "Go" to locate the student, press "New" to enter the information for the Foster Care student. You must enter:
 - Placement type
 - "Start Date"
 - "End Date" should be entered if available from the department of family services if the expected end date is known. If the student exits foster care status during the school year, you should update the end date when notified.
 - Enter the social worker name.
 - Enter the school name for the "Owner".
4. Return to the "Index" tab and select "General". It will display the student "Summary" tab. Click the "Flags" tab.
5. On the "Flags" tab, press the "New" button to add the Foster Care flag for the student. You should enter a "Start Date" and "End Date".

5 Identification and Tracking of Foster Students

5.1 Identification

Guardians will indicate if a student is a foster child on enrollment paperwork. Registrar is responsible for ensuring students is identified in infinite campus, and proper paperwork is provided by guardian. Registrar will then notify administration and add student to foster student list.

5.2 Tracking of Foster Care Students

Students will be tracked internally on a shared spreadsheet. Registrar will run monthly adhoc reports in infinite campus to verify that spreadsheet is up to date. Grade updates are provided to foster agency 4 times a year.

5.3 Data Validation

Data will be tracked infinite campus, registrar will be responsible for preparing, submitting and validating reports for NDE. Administration will oversee the process and perform regular internal checks.

6 Transportation

Transportation procedures are determined according to current the Memorandum of Understanding (MOU)/Interlocal agreements with the local family services agencies in the state of Nevada.

In addition to ESSA and Fostering Connections, NRS Chapters 388 and 388E provides guidance on addressing school transportation in the rural school districts. The SPCSA, each Participating School and the local family service agency will regularly monitor compliance with ESSA, the Fostering Connections Act, state law and this Memorandum of Understanding.

7 Foster Care Liaison

Every school is required to have a Foster Care Liaison. It is the job of the Liaison to ensure that foster care students have the same opportunities as all other students, which includes ensuring that foster care students are able to attend school, arranging for transportation in a timely manner, keeping the school staff informed of the rights of foster care students, communicating with the parents/guardians of foster children and youth, and communicating with the local family services agency.

The foster care liaison may communicate and provide information through a variety of methods including but not limited to:

- Email.
- Phone.
- Professional Development for school staff.
- Informational materials such as flyers and posters regarding the rights of foster care students.
- Distribution of internet-based resources regarding foster care matters.

The foster care liaison at our school is:

Dawn Marsh

[LIAISON PHONE NUMBER]

Dawn.marsh@snvtradeshighschool.org

8 Educational Records and Confidentiality

The policies for sharing educational records and confidentiality for students in foster care determined according to current the Memorandum of Understanding (MOU)/Interlocal agreements with the local family services agencies in the state of Nevada.

In January 2013, Family Educational Rights and Privacy Act (FERPA) was amended in the U.S. Department of Education through the enactment of the Federal Uninterrupted Scholars Act (USA). The USA made key revisions to FERPA that permits educational agencies to disclose a student's education records, without parental consent, to a caseworker or other representatives of child welfare agencies.

8.1 Local Family Service Agency Request of Education Records:

The local family service agency caseworker requesting the records will provide a badge identifying the caseworker as a local family service agency employee and proof of custody of the student with the one of the following:

- A written notification on the local family service agency letterhead indicating that the agency has legal custody or is otherwise legally responsible for the care and protection of the child or
- A court order.

8.2 Local Family Service Agency Use of Educational Records:

The manner in which the local family service agency may use a child's education records, including, without limitation, electronic education records maintained by the school and/or Participating School:

- To ensure the child's education needs are met.
- Effectively implement a child's case plan.
- Maintain the child's educational stability.
- Provide services to address a student's educational needs.
- Monitor a child's educational outcomes and promote success.

8.3 Student Confidentiality

Consistent with the MOU/Interlocal and with state and federal law, the SPCSA, each Participating School and the local family service agency shall protect confidential information from re-disclosure unless specifically authorized by state or federal law. The SPCSA, each Participating School and the local family service agency shall report any unauthorized releases of exchanged data to the other party and cooperate in taking appropriate corrective action.

The local family service agency, the SPCSA and each Participating School acknowledge that each entity has a legal obligation to maintain the confidentiality and privacy of student records and information identifying a student or child being in foster care. Parties agree to maintain compliance with the Uninterrupted Scholars Act, FERPA and with any other federal and state laws protecting the rights of children who are in the protective custody of a child welfare agency. the local family service agency, the SPCSA and each Participating School agree to safeguard all such information.

8.4 Designation of the local family service agency as School Official

In accordance with the Family Education Rights and Privacy Act (FERPA) ([20 U.S.C. §1232g and 34 C.F.R Part 99](#)), the Participating School shall designate the local family service agency as a School Official.

9 Full or Partial Credit Requirements

Nevada's [Senate Bill \(SB\) 147 \(2019\)](#) resulted in additional provisions for homeless, unaccompanied, and foster care pupils that are codified in [Nevada Revised Statute \(NRS\) 388.205](#), [NRS388A.489](#), and [NRS389.320](#).

Per this legislation, schools may not deny homeless students or unaccompanied youth credit for a course due to attendance. Regardless of the number of hours of classroom instruction, students should still receive credit for the coursework that has been satisfactorily completed. Evidence that may be considered in determining how much credit should be awarded for the coursework may include:

- (a) Demonstration of competency by a pupil;
- (b) Performance by a pupil on an examination;

- (c) Successful completion of a program of independent study, or any part of such a program, by the pupil;
- (d) Full or partial credit for coursework completed by a pupil at an accredited public or private school located within or outside of this State that is sought to be transferred;
- (e) Full or partial credit for coursework completed by a pupil at a summer school conducted by an accredited public or private school or institution of higher learning located within or outside of this State that is sought to be transferred;
- (f) Completion by a pupil of a correspondence or distance education course provided by a high school which is nationally accredited or by an entity which appears on the list published by the Department pursuant to NRS 388.834;
- (g) Completion of an apprenticeship program by a pupil;
- (h) Completion of a program by a pupil at a trade or vocational school which is accredited;
- (i) Work experience of a pupil;
- (j) Community service performed by a pupil; and
- (k) Any other evidence or method which is determined to be appropriate by the board of trustees of a school district or sponsor of a charter school, as applicable, and approved by the Department.

Additionally, A pupil who receives partial credit for coursework or a course of study pursuant to subsection 1 or 2 must be allowed to appropriately combine the partial credit, including, without limitation, for the purposes of the total number of credits required for graduation from high school or the minimum number of units of credit required in a core academic subject pursuant to NRS 389.018.

10 References

Additional reference materials have all been linked in within the text of this manual, and will be listed in “Appendix A: Links” of this manual.

11 Appendix A: Links

A variety of links have been provided throughout this manual and are listed below in the order that they appear in this manual:

- AB491 of 2017:
 - <https://www.leg.state.nv.us/Session/79th2017/Bills/AB/AB491.pdf>
- NRS Chapter388E:
 - <https://www.leg.state.nv.us/nrs/NRS-388E.html>
- ESSA:
 - <https://www.law.cornell.edu/uscode/text/20/6311>
- NRS Chapter 385:
 - <https://www.leg.state.nv.us/nrs/nrs-385.html>
- NRS Chapter 388:
 - <https://www.leg.state.nv.us/nrs/nrs-388.html>
- NRS Chapter 388A:
 - <https://www.leg.state.nv.us/nrs/NRS-388A.html>
- NRS Chapter 388E:
 - <https://www.leg.state.nv.us/nrs/NRS-388E.html>
- SB147 of 2019:
 - https://www.leg.state.nv.us/Session/80th2019/Bills/SB/SB147_EN.pdf
- FERPA:

- 20 U.S.C. § 1232g: <https://www.law.cornell.edu/uscode/text/20/1232g>
- 34 CFR Part 99: <https://www.ecfr.gov/current/title-34/subtitle-A/part-99?toc=1>
- NRS Chapter 388E:
 - <https://www.leg.state.nv.us/nrs/NRS-388E.html>
- General information about FERPA:
 - <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>
- NAC 432B.017
 - <https://www.leg.state.nv.us/nac/NAC-432B.html#NAC432BSec017>

4. McKinney-Vento/Homeless Policy and Plan

1 About SOUTHERN Nevada trades High School (SNTHS)

Southern Nevada Trades High School will provide families in the Las Vegas with a college and career preparatory high school option designed to support their children to graduation.

1.1 School Mission Statement

Southern Nevada Trades High School (SNTHS) promotes excellence in academic and career and technical education, preparing students for post-secondary education and careers in construction related professions.

1.2 School Vision Statement

Through innovative career and technical training integrated with aligned academics, community partnerships, and individualized college and career-readiness planning, students' passions for learning are ignited and they are prepared for success in postsecondary education and the workplace.

- **Integrated Curriculum:** We believe that hands-on career technical education (CTE) – in the classroom, in the workshop, and on the job-site – prepares students with the knowledge and skills for successful futures in construction-related careers. We believe that pairing CTE with aligned academics provides students with the skills necessary to adapt and grow throughout their careers.
- **Passion for Life-long Learning:** We believe that the unique combination of CTE and aligned academics spark student passion for learning while encouraging other essential life skills such as critical thinking, communication, and teamwork.
- **Individualized Planning and Support:** We believe that engaging students 1:1 in planning and refining their course of study throughout their high school career prepares graduates for success in their chosen educational and career paths.
- **Community Partnerships:** We believe that close collaboration with local industry and postsecondary institutions provides students with access to work experiences, industry-recognized credentials, and post-secondary credit that set them up for immediate success upon graduation.
- **Career and College Readiness:** We believe that an explicit focus on the skills necessary in college and careers provides students with opportunities to receive feedback and develop these skills.

1.3 School Website and School Performance Plan

For additional information about the SNTHS, please refer to the website at <https://www.snvtradeshighschool.org/>

2 Introduction

This manual serves as a reference for SNTHS regarding the topic of McKinney-Vento.

2.1 Purpose

The purpose of the McKinney-Vento Policy and Plan is to define procedures and specify program elements ensure equal participation in all education programs for homeless youth. An effective policy, plan, and program, ensures that all students have been provided with the necessary support and have been given the opportunity meet all requirements for high school graduation.

2.2 Legal Requirements

[Subtitle VI-B of The McKinney-Vento Homeless Assistance Act](#) authorizes the federal Education for Homeless Children and Youth (EHCY) Program and is the primary piece of federal legislation related to the education of children and youth experiencing homelessness. It was reauthorized in December 2015 by Title IX, Part A, [of Every Student Succeeds Act \(ESSA\)](#).

Programs must be in compliance with [Nevada Revised Statute \(NRS\) Chapter 385](#) and [NRS Chapter 388](#) and the components that govern public schools. Additionally, Nevada's [Senate Bill \(SB\) 147 \(2019\)](#) resulted in additional provisions for homeless, unaccompanied, and foster care pupils that are codified in [NRS388.205](#), [NRS388A.489](#), and [NRS389.320](#).

2.3 Board Approval

2.3.1 Board Approval

Each SPCSA school is required to have the McKinney-Vento/Homeless Policy and Plan approved by their school board.

This manual was approved on: April 3, 2023

2.3.2 Stakeholders

The following stakeholders participated in the review and approval process of this plan:

- Julie Carver, Executive Director
- Candi Wadsworth, Principal
- Brett Willis, Board Chair
- Rebecca Merrihew, Vice Chair & Facilities Chair
- Lisa Jones, Treasurer & Finance Chair
- Kelly Gaines, Secretary & Marketing Chair
- Tina Morgan, Academics Chair
- Amber Karweick, Board Member
- Kent Lay, Board Member
- Amanda Moss, Board Member
- Kelly Suiter, Board Member
- Dan Wright, Board Member
- Michael C. Van, Board Member

2.4 Description

This manual contains information regarding:

- Definitions relevant to McKinney-Vento and homeless youth
- The rights of children and homeless youth.
- Dissemination of information regarding educational rights for homeless youth.
- Identification of homeless youth.
- School selection.
- Transportation.
- Disputes.
- Services provided.
- Free meals.
- Training.
- Coordination.
- Preschool.
- Full or partial credit requirements.

2.5 Definitions and Acronyms

Throughout this manual you will encounter a variety of terms that are relevant to this process. Additionally, some items may be referred to using acronyms. Please review the following items to familiarize yourself with the terminology and acronyms used throughout this manual.

- Child find:
 - In general All children with disabilities residing in the State, including children with disabilities who are homeless children or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.
- Every Student Succeeds Act (ESSA):
 - is the federal K-12 education law of the United States. ESSA was signed into law in 2015 and replaced the previous education law called “No Child Left Behind.” It is a reauthorization of the Elementary and Secondary Education Act (ESEA) of 1965.
- Homeless children and youths:
 - Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (per Title IX, Part A of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act) defines homeless as follows:
 - The term "homeless children and youths"--
 - (A) means individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1)); and
 - (B) includes--
 - (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;*
 - (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C));
 - (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
 - (iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

- *Per Title IX, Part A of the Every Student Succeeds Act, "awaiting foster care placement" was removed from the definition of homeless on December 10, 2016; the only exception to his removal is that "covered states" have until December 10, 2017 to remove "awaiting foster care placement" from their definition of homeless.
- Infinite Campus (IC):
 - Infinite Campus is the Student Information System (SIS) used by all public schools in Nevada.
- McKinney – Vento:
 - The McKinney–Vento Homeless Assistance Act of 1987 is a United States federal law that provides federal money for homeless shelter programs. It was the first significant federal legislative response to homelessness and was passed by the 100th United States Congress and signed into law by President Ronald Reagan on July 22, 1987. The act has been reauthorized several times over the years, and now includes educational components. To read more about the McKinney-Vento Homeless Assistance Act, please view the materials from the National Center for Homeless Education (NCHE) at <https://nche.ed.gov/legislation/mckinney-vento/>.
- National Center for Homeless Youth (NCHE):
 - NCHE operates the U.S. Department of Education's technical assistance and information center for the federal Education for Homeless Children and Youth (EHCY) Program.
- Nevada Department of Education (NDE):
 - The Nevada Department of Education or NDOE, autonomous of the governor and the Nevada State Legislature, administers primary and secondary public education in the state of Nevada.
- Nevada Revised Statute (NRS):
 - The Nevada Revised Statutes are all the current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada and Nevada Revised Statutes.
- School of Origin:
 - (i) IN GENERAL.-The term school of origin means the school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including a preschool.
 - (ii) RECEIVING SCHOOL.-When the child or youth completes the final grade level served by the school of origin, as described in clause (i), the term 'school of origin' shall include the designated receiving school at the next grade level for all feeder schools.
- State Public Charter School Authority (SPCSA):
 - The State Public Charter School Authority (SPCSA) authorizes public charter schools across Nevada and is responsible for the oversight and monitoring of those schools to ensure positive academic outcomes for students and strong stewardship of public dollars.
- Unaccompanied Youth:
 - The McKinney-Vento Act defines unaccompanied youth as “a homeless child or youth not in the physical custody of a parent or guardian” [42 USC § 11434a(6)]. Taking a closer look at the definition, two conditions must be present for a child or youth to be considered an unaccompanied youth under the McKinney-Vento Act:
 - (A) 1. The child’s or youth’s living arrangement meets the Act’s definition of homeless, and
 - (B) 2. The child or youth is not in the physical custody of a parent or guardian.
 - To read more about unaccompanied youth, please view the materials from the National Center for Homeless Education at <https://nche.ed.gov/wp-content/uploads/2018/10/youth.pdf>
- US Department of Education (USED):
 - The U.S. Department of Education is the agency of the federal government that establishes policy for, administers, and coordinates most federal assistance to education.

3 Rights of Homeless Children and Youth

According to the NCHE whitepaper titled [The Educational Rights of Children and Youth Experiencing Homelessness](#), in order to remove educational barriers for homeless children and youths, the McKinney-Vento Act mandates:

- immediate school enrollment and full participation in all school activities for eligible children, even when records normally required for enrollment are not available [42 U.S.C. § 11432(g)(3)(C)];
- the right of children and youths experiencing homelessness, including young homeless children attending public preschools, to remain in their school of origin (the school the student attended when permanently housed or the school in which the student was last enrolled), when in the child’s or youth’s best interest to do so [42 U.S.C. § 11432(g)(3)(A), 42 U.S.C. § 11432(g)(3)(B) and 42 U.S.C. § 11432(g)(3)(I) (i)];
- transportation to and from the school of origin at the request of the parent or guardian (or in the case of an unaccompanied youth, the local liaison)[42 U.S.C. § 11432(g)(1)(J)(iii)];
- provision of services comparable to services offered to other students in the school, including Title I services or similar State or local programs, educational programs for children with disabilities, and educational programs for English learners; career and technical education; programs for gifted and talented students; and school nutrition programs [42 U.S.C. § 11432(g) (4)];
- that homeless students have access to and receive educational services for which they are eligible, including services through Head Start programs, early intervention services under part C of the Individuals with Disabilities Education Act, and other preschool programs administered by the local educational agency [42 U.S.C. § 11432(g) (6)(iii)];
- removal of barriers to accessing academic and extracurricular activities, including magnet school, summer school, career and technical education, advanced placement, online learning, and charter school programs for homeless students who meet relevant eligibility criteria [42 U.S.C. § 11432(g)(1)(F)(iii)];
- rights and protections specifically for unaccompanied youth (youth who are not in the physical custody of a parent or guardian) who are experiencing homelessness, including allowing them to be immediately enrolled without proof of guardianship [42 U.S.C. § 11432(g)(1)(H) (iv)];
- the right of parents, guardians, or unaccompanied youth to dispute an eligibility, school selection, or enrollment decision, and for a child or youth to be admitted to the school in which enrollment is sought, pending the resolution of the dispute [42 U.S.C. § 11432(g) (3)(E)]; and
- the appointment of a local homeless liaison in every school district or local education agency (LEA) to ensure that homeless children and youth are enrolled in and have a full and equal opportunity to succeed in school [42 U.S.C. § 11432(g)(1)(J)(ii) and 2 U.S.C. § 11432(g)(6) (A)].

4 Dissemination of Educational Rights Information

The McKinney-Vento/Homeless Policy and Plan should be posted to the SNTHS website for the school community to view. In addition, the school will have written materials in English and other languages spoken at the school that advise the school community of the rights of homeless youth. Written materials include but are not limited to:

- Posters and Flyers
 - Educational Rights Poster (Youth) from NCHE:
 - [English](#)
 - [Spanish](#)
 - Educational Rights Poster (Parent) from NCHE:
 - [English](#)
 - [Spanish](#)
 - Higher Education Poster from NCHE
 - [English](#)
 - [Spanish](#)

- Support for Students Whose Families Have Lost Their Homes to Foreclosure poster from NCHE:
 - [English](#)
- Brochures
 - NCHE Brochure:
 - [English](#)
 - [Spanish](#)
 - Support for Students Whose Families Have Lost Their Homes to Foreclosure brochure from NCHE:
 - [English](#)
 - [Spanish](#)
- Booklets
 - Parent booklet from NCHE:
 - [English](#)
 - [Spanish](#)
- Email communication to the school community
- Information posted on the school website

The school will retain copies of all distributed materials as evidence for monitoring conducted by SPCSA and NDE, including materials that are printed from other sources such as NCHE.

5 Identification

To determine a student's McKinney-Vento eligibility, schools must determine whether a student's living arrangement meets the McKinney-Vento definition of homeless. In general, parents/guardians or unaccompanied youth should complete a Student Housing Questionnaire (SHQ) which may be electronic or a paper form.

5.1 Self-Identification

5.1.1 Online Registration

Upon registration, students may be identified as homeless through the online registration process in Infinite Campus which asks a questionnaire regarding housing status. Once identified as homeless, the student records should be updated appropriately in Infinite Campus to document the status of the student as homeless.

5.1.2 Other Identification Methods

Students may experience homelessness at any time throughout the school year. While a student may not necessarily be homeless at the time of online registration, they may become homeless at another point during the school year. Or, during registration the parent/guardian/unaccompanied youth may have not selected the option during online registration.

If a parent/guardian/student notifies the school at any time that the student is potentially experiencing homelessness, students should complete a [Student Housing Questionnaire](#) to determine eligibility. Once determined eligible per the McKinney-Vento definition of homeless, the student records should be updated appropriately in Infinite Campus to document the status of the student as homeless.

5.2 Staff Identification

School staff may also be particularly helpful in identifying homeless students. This can be via trusting relationships with a staff member, symptoms of homelessness noticed, by reviewing enrollment documents, and reviewing attendance records. If any school staff member has reason to believe that a student may be experiencing homelessness, they should reach out to the school McKinney-Vento Liaison so that the McKinney-Vento Liaison may reach out to the parent/guardian/unaccompanied youth to complete a [Student Housing Questionnaire](#) to determine eligibility. Once determined eligible per the McKinney-Vento definition of homeless, the student records should be updated appropriately in Infinite Campus to document the status of the student as homeless.

5.3 Recording Homeless Status in Infinite Campus

Homeless status will be recorded in Infinite Campus by the Registrar.

Homeless students must be correctly entered in Infinite Campus for a variety of purposes including grant eligibility and desktop monitoring. SPCSA must be able to accurately obtain data regarding the numbers of homeless students for reporting to NDE via Infinite Campus. Please use the instructions below to accurately identify homeless students in Infinite Campus.

6. In the Campus Tools menu on the “Index” tab, choose “Student Information” then click “Program Participation”, then choose “Homeless” from the index that appears.
7. Locate the student using the search tab.
8. Once you have pressed “Go” on the screen shown, press “New” to enter the information for the homeless student. You must enter:
 - “Primary Night Time Residence”
 - “Start Date”
 - “End Date” should be entered as 07/31/YYYY where the year is the end of the current school year, as the status should continue through summer school, but end prior to the start of the new school year. If the student exits homeless status prior to the end of the school year, you may update the end date when notified.
 - If the student is an “Unaccompanied Youth” the option should be selected.
 - Be sure to save once you have entered the information.
9. Return to the “Index” tab and select “General”. It will display the student “Summary” tab. Click the “Flags” tab.
10. On the “Flags” tab, press the “New” button to add the Homeless Flag for the student. You should enter a “Start Date” and “End Date”.

6 School Selection

All public schools including charter schools must accept homeless students. Per page 17 of the [Homeless Tool Kit for School Staff](#) provided by NDE:

6.1 Immediate Enrollment

A school must **immediately** enroll a homeless student, even if the student does not have documents normally required for enrollment, such as academic and medical/immunization records or proof of residency. Once enrolled, the Homeless Education Liaison of the school must help the parent/guardian/unaccompanied youth obtain the necessary records and/or immunizations, and work with the parent/guardian/unaccompanied youth to determine appropriate placement in classes if records are not immediately available.

6.2 The Right to Choose What School to Attend

Students have the right to continue attending their “school of origin”. The “school of origin” is the school where the child or youth was last enrolled or the school the child or youth was attending when they became homeless. The school district shall keep a student in the “school of origin” unless it goes against the wishes of the parent. The student also has the option of enrolling in school where he is currently living.

If the school district sends a student to a school other than the school of origin or a school requested by the parent, the district must provide the parent with a written explanation of the decision, which includes the right to appeal the decision to the NDE Homeless Liaison.

If a student obtains permanent housing during the school year, the student has the right to stay in their current school until the end of the school year.

All placement decisions must be made based on what is in the best interest of the student.

7 Transportation

The transportation process in Nevada is specified by NDE on page 18 of the [Homeless Tool Kit for School Staff](#). Charter schools are public schools which must follow the same processes. The following transportation process should be followed by all charter schools:

The parent or guardian (or, in the case of an unaccompanied youth, the school homeless liaison) of a homeless student may request that transportation be provided to and from school.

If the student is still in the same district as the school of origin, the school district must provide transportation.

If the student is not living within the district of the school of origin, the district of origin and the district where the student is living must determine how to share transportation costs and responsibility.

If the districts cannot come to an agreement, then the responsibility and costs must be shared equally. In general, transportation time should be limited to one hour or less in each direction.

Please note, the transportation provisions of McKinney-Vento only apply to students who are currently homeless. If a student obtains permanent housing and continues to attend his/her school of origin until the end of the school year, the continued provision of transportation is at the discretion of the district of origin.

Remember: The school district must make decisions based on the best interests of the student.

8 Disputes

The dispute resolution process in Nevada is specified by NDE on page 19 of the [Homeless Tool Kit for School Staff](#). Charter schools are public schools which must follow the same processes. The following dispute resolution process should be followed by charter schools:

If a charter school challenges the right of a homeless student to attend the school, the charter school must continue to provide transportation and other services to the student until the dispute is resolved.

The dispute resolution process begins when the charter school challenges the student’s enrollment/continued enrollment in school. The same day the charter school challenges the enrollment of the student, the district must notify the Homeless Liaison and the parent/guardian or unaccompanied youth in writing. This notice must include the right of the parent/guardian or unaccompanied youth to appeal the decision. The charter school must

also notify the NDE Homeless Liaison/Coordinator the same day and provide them with copies of all notices provided to the parent/guardian or unaccompanied youth.

The NDE Liaison must then provide the parent/youth with a clear, easy-to-understand, written explanation of dispute resolution process and include the contact information for the NDE Homeless Liaison.

The school district then has two working days to determine whether it will continue to challenge the right of the student to be enrolled in school. During this time, NDE may provide technical assistance to the school on the requirements of McKinney-Vento.

The final decision by the charter school must be made in writing by the Superintendent (or Executive Director, or equivalent at the charter school) and must state all factual reasons and the legal basis for the decision. If the final decision of the charter school is adverse to the student, the charter school must provide the NDE homeless liaison (NDE then notifies the parent) with a copy of the Rights of Homeless Students under the McKinney-Vento Act the written decision that same day. The parent/youth then has the right to appeal the decision to NDE.

Once NDE has received the appeal, the NDE Homeless Liaison has two working days to make a decision. The decision made by NDE Homeless Liaison is final.

9 Services

Homeless students have the same rights as all other students to participate in special education programs, after school programs, and any other programs available at the school.

9.1 Homeless Education Liaison

Every school is required to have a Homeless Education Liaison (often referred to as the McKinney-Vento Liaison). It is the job of the Liaison to ensure that homeless students have the same opportunities as all other students, which includes ensuring that homeless students are able to attend school, arranging for transportation in a timely manner, keeping the school staff informed of the rights of homeless students and providing appropriate referrals to service providers.

The homeless liaison at our school is:

Dawn Marsh

[HOMELESS LIAISON PHONE NUMBER]

Dawn.marsh@snvtradeshighschool.org

9.2 Special Education

Homeless students who qualify for special education services must be provided appropriate services based on the information that is available to the school. A school may not delay providing such services based on the non-receipt of school records. Homeless children are also included under child find requirements in the Individuals with Disabilities Education Act 20 U.S.C. 1412(a)(3).

9.3 After School Programs

We do not currently have after school programs. But we will work with the Boys and Girls Club of Southern Nevada and other similar agencies to ensure our students have access to after school activities.

10 Free Meals

Homeless students have the same rights as all other students to participate in school nutrition programs. The process for identifying eligibility for free or reduced price meals in Nevada is specified by NDE on page 18 of the [Homeless Tool Kit for School Staff](#). Charter schools are public schools which must follow the same processes. The following processes for determining free meal eligibility should be followed by all charter schools:

In order to determine the eligibility for free or reduced price meals, school officials must accept documentation that the student is homeless from the local Homeless Education Liaison or the director of the homeless shelter where the student resides. If a student is temporarily residing with another household, the household size and income of the host family are not taken into consideration when determining the free meal eligibility for the homeless student. However, the host family may include the homeless family as household members if the host family is providing financial support to the family.

Additionally, according to page 3 of the NCHE whitepaper titled “[Access to Food for Students Experiencing Homelessness](#)” the following must occur after eligibility is determined:

Once the above documentation has been provided to the school nutrition program, the student must be directly certified. School meals personnel do not have discretion to decline directly certifying children who have been documented to be categorically eligible. If a school administrator knows that a child is homeless but is concerned that there may be a delay in obtaining documentation from the local liaison, the administrator may complete an application on behalf of the child so the child can begin receiving free meals immediately. The administrator must then follow up with the local liaison to obtain the needed documentation.

Once a child is certified as eligible to receive free school meals, eligibility remains in effect for the duration of the current school year and for up to 30 days after the first operating day of the subsequent school year or until a new eligibility determination is made in the new school year, whichever comes first.

11 Training

Training will be provided for the McKinney-Vento Liaison and for other school staff.

11.1 McKinney-Vento Liaison

Our McKinney Vento liaison (registrar) has prior experience with McKinney Vento. She will also attend two trainings provided by NCHE: McKinney Vento 101 on April 5th and Determining McKinney Vento eligibility on April 25th

Upon completion of all training, records will be retained documenting that the McKinney-Vento liaison has attended training annually as NDE may request these records for desktop monitoring.

11.2 Other School Staff

The school principal also has prior experience working with McKinney Vento students in Clark County. She will attend all training sessions provided by the Nevada State Charter Authority. School Administration will also receive additional training from the school liaison once she has completed her training sessions provided by the NCHE.

Upon completion of all training, records will be retained documenting that school staff has attended training annually as NDE may request these records for desktop monitoring.

12 Coordination

12.1 Coordination with Local Social Service Agencies

After Identifying a student as McKinney Vento the school Liaison will provide the family with a list of resources the Clark county Department of Social Services offers, such as the Step-up program, transportation assistance, and CARES housing assistance program. The school will ensure that the student has uniforms, school supplies and is receiving free breakfast and lunch each day. The liaison will assist families with reaching out to these programs if necessary and check in regularly to ensure they are being supported.

12.2 Records Sharing and Transfer

School records will be transferred through Nevada's school system infinite campus, which ensures confidentiality. If documents need to be shared to an agency that does not use Infinite campus they will be sent securely through email or fax, or given to the student's guardian to provide to the requesting agency.

13 Preschool

According to page 4 of the NCHE whitepaper titled [Early Care and Education for Young Children Experiencing Homelessness](#):

The McKinney-Vento Act requires early care and education programs administered by SEAs and LEAs to enroll children immediately, even if they lack documents typically required for enrollment, including birth certificates, health records, and proof of residency. The Act, however, does not require these programs to exceed legal capacity limits or to enroll children once classes are full.

While our school does not currently offer a preschool program, the nearest preschool program is available at:

Foundations Preschool

1567 N Nellis Blvd, Las Vegas, NV 89110

702-453-1540

14 Full or Partial Credit Requirements

Nevada's [Senate Bill \(SB\) 147 \(2019\)](#) resulted in additional provisions for homeless, unaccompanied, and foster care pupils that are codified in [Nevada Revised Statute \(NRS\) 388.205](#), [NRS388A.489](#), and [NRS389.320](#).

Per this legislation, schools may not deny homeless students or unaccompanied youth credit for a course due to attendance. Regardless of the number of hours of classroom instruction, students should still receive credit for the coursework that has been satisfactorily completed. Evidence that may be considered in determining how much credit should be awarded for the coursework may include:

- (l) Demonstration of competency by a pupil;
- (m) Performance by a pupil on an examination;
- (n) Successful completion of a program of independent study, or any part of such a program, by the pupil;
- (o) Full or partial credit for coursework completed by a pupil at an accredited public or private school located within or outside of this State that is sought to be transferred;

- (p) Full or partial credit for coursework completed by a pupil at a summer school conducted by an accredited public or private school or institution of higher learning located within or outside of this State that is sought to be transferred;
- (q) Completion by a pupil of a correspondence or distance education course provided by a high school which is nationally accredited or by an entity which appears on the list published by the Department pursuant to NRS 388.834;
- (r) Completion of an apprenticeship program by a pupil;
- (s) Completion of a program by a pupil at a trade or vocational school which is accredited;
- (t) Work experience of a pupil;
- (u) Community service performed by a pupil; and
- (v) Any other evidence or method which is determined to be appropriate by the board of trustees of a school district or sponsor of a charter school, as applicable, and approved by the Department.

Additionally, A pupil who receives partial credit for coursework or a course of study pursuant to subsection 1 or 2 must be allowed to appropriately combine the partial credit, including, without limitation, for the purposes of the total number of credits required for graduation from high school or the minimum number of units of credit required in a core academic subject pursuant to NRS 389.018.

15 References

Throughout this manual a variety of resources are referenced from [NCHE](#) and the [NDE Homeless Tool Kit for School Staff](#).

Additional reference materials have all been linked in within the text of this manual, and will be listed in “Appendix A: Links” of this manual.

16 Appendix A: Links

A variety of links have been provided throughout this manual and are listed below in the order that they appear in this manual:

- Subtitle VI-B of The McKinney-Vento Homeless Assistance Act
 - <https://uscode.house.gov/view.xhtml?path=/prelim@title42/chapter119/subchapter6/partB&edition=prelim>
- Every Student Succeeds Act (ESSA)
 - <https://www.govinfo.gov/content/pkg/PLAW-114publ95/pdf/PLAW-114publ95.pdf>
- NRS Chapter 385
 - <https://www.leg.state.nv.us/nrs/nrs-385.html>
- NRS Chapter 388
 - <https://www.leg.state.nv.us/nrs/nrs-388.html>
- Nevada SB147 (2019)
 - https://www.leg.state.nv.us/Session/80th2019/Bills/SB/SB147_EN.pdf
- NRS 388.205
 - <https://www.leg.state.nv.us/nrs/nrs-388.html#NRS388Sec205>
- NRS 388A.489
 - <https://www.leg.state.nv.us/nrs/NRS-388A.html#NRS388ASec489>
- NRS 389.320
 - <https://www.leg.state.nv.us/nrs/nrs-389.1761#NRS389Sec320>

- Definition of McKinney-Vento from NCHE
 - <https://nche.ed.gov/legislation/mckinney-vento/>
- Information regarding unaccompanied youth from NCHE
 - <https://nche.ed.gov/wp-content/uploads/2018/10/youth.pdf>
- NCHE Whitepaper: The Educational Rights of Children and Youth Experiencing Homelessness
 - https://nche.ed.gov/wp-content/uploads/2018/10/service_providers.pdf
- Educational Rights Poster (Youth) from NCHE
 - English: https://nche.ed.gov/wp-content/uploads/2019/01/youthposter_eng_color.pdf
 - Spanish: https://nche.ed.gov/wp-content/uploads/2019/01/youthposter_sp_color.pdf
- Educational Rights Poster (Parent) from NCHE
 - English: https://nche.ed.gov/wp-content/uploads/2019/01/parentposter_eng_color.pdf
 - Spanish: https://nche.ed.gov/wp-content/uploads/2019/01/parentposter_sp_color.pdf
- Higher Education Poster from NCHE
 - English: https://nche.ed.gov/wp-content/uploads/2018/11/he_poster.pdf
 - Spanish: https://nche.ed.gov/wp-content/uploads/2018/11/he_poster_span.pdf
- Support for Students Whose Families Have Lost Their Homes to Foreclosure poster from NCHE
 - English: https://nche.ed.gov/wp-content/uploads/2018/11/fc_post.pdf
- NCHE Brochure:
 - English: <https://nche.ed.gov/wp-content/uploads/2022/08/NCHE-Brochure-ENG.pdf>
 - Spanish: <https://nche.ed.gov/wp-content/uploads/2022/08/NCHE-Brochure-SPA.pdf>
- Support for Students Whose Families Have Lost Their Homes to Foreclosure brochure from NCHE
 - English: https://nche.ed.gov/wp-content/uploads/2018/11/fc_broch.pdf
 - Spanish: https://nche.ed.gov/wp-content/uploads/2018/11/fc_broch_esp.pdf
- Parent booklet from NCHE
 - English: <https://nche.ed.gov/wp-content/uploads/2022/08/Parent-Booklet-Eng.pdf>
 - Spanish: <https://nche.ed.gov/wp-content/uploads/2022/08/Parent-Booklet-Span.pdf>
- Student Housing Questionnaire
 - https://spsca.instructure.com/courses/42/files/2312?module_item_id=2142
- NDE Homeless Tool Kit for School Staff
 - https://doe.nv.gov/uploadedFiles/ndedoenvgov/content/Homeless/Homeless%20Tool%20Kit%20for%20School%20Staff%202022%20-2023_April-Draft.pdf
- NCHE Whitepaper – Access to Food for Students Experiencing Homelessness
 - <https://nche.ed.gov/wp-content/uploads/2022/08/Access-to-Food.pdf>
- NCHE Whitepaper – Early Care and Education for Young Children Experiencing Homelessness
 - <https://nche.ed.gov/wp-content/uploads/2019/09/Early-Care-and-Education-for-Young-Children-Experiencing-Homelessness.pdf>
- NCHE
 - <https://nche.ed.gov/>

17 Appendix B: Forms

- Student Housing Questionnaire (SHQ)
 - https://spsca.instructure.com/courses/42/files/2312?module_item_id=2142



SNTHS

SOUTHERN NEVADA
TRADES
HIGH SCHOOL

EMPLOYEE HANDBOOK

2023-2024

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WELCOME TO SOUTHERN NEVADA TRADES HS (SNTHS)

Welcome to SNTHS! We are happy to have you as a member of our School family!

OUR MISSION

Southern Nevada Trades High School promotes excellence in academic and career and technical education, preparing students for post-secondary education and careers in construction related professions.

OUR VISION

Through innovative career and technical training integrated with aligned academics, community partnerships, and individualized college and career-readiness planning, students' passions for learning are ignited and they are prepared for success in postsecondary education and the workplace.

- **Integrated Curriculum:** We believe that hands-on career technical education (CTE) – in the classroom, in the workshop, and on the job-site – prepares students with the knowledge and skills for successful futures in construction-related careers. We believe that pairing CTE with aligned academics provides students with the skills necessary to adapt and grow throughout their careers.
- **Passion for Life-long Learning:** We believe that the unique combination of CTE and aligned academics spark student passion for learning while encouraging other essential life skills such as critical thinking, communication, and teamwork.
- **Individualized Planning and Support:** We believe that engaging students 1:1 in planning and refining their course of study throughout their high school career prepares graduates for success in their chosen educational and career paths.
- **Community Partnerships:** We believe that close collaboration with local industry and postsecondary institutions provides students with access to work experiences, industry-recognized credentials, and post-secondary credit that set them up for immediate success upon graduation.
- **Career and College Readiness:** We believe that an explicit focus on the skills necessary in college and careers provides students with opportunities to receive feedback and develop these skills that will set them up for success.

INTRODUCTION

This Employee Handbook is designed to acquaint employees with the policies and procedures for SNTHS.

This is intended to be a guidebook with a brief overview of our policies. However, this in no way represents all policies and procedures for the organization and is subject to modification at any time. The Employee Handbook describes many of the responsibilities of the employee and outlines the programs developed by SNTHS to benefit employees. One of our top objectives is to provide a work environment that is conducive to both personal and professional growth.

While every attempt has been made to create these policies consistent with federal and state law, if an inconsistency arises, the policy(s) will be enforced consistent with the applicable law. An Employee Handbook cannot anticipate every circumstance or question about policy. As SNTHS continues to grow, the need may arise to revise the Employee Handbook. SNTHS reserves the right to revise, supplement, or rescind any policies or portion of the Employee Handbook from time to time as it deems appropriate in its sole and absolute discretion.

Employees will, of course, be notified of such changes to the Employee Handbook as they occur. No oral statements or representations can in any way change or alter the provisions of this Handbook. This Employee Handbook will supersede any previous employee handbook or policy manual that may have been provided to employees. These policies are not a legal document or an employment contract.

AT-WILL EMPLOYMENT

All employees at SNTHS are “at-will.” This means that both employees and SNTHS have the right to terminate employment at any time, with or without advance notice, and with or without cause. No one other than the Executive Director, with Board approval, has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by the Executive Director.

Any exception to this policy of employment-at-will may only be made in writing signed by the Director. In particular, this policy cannot be modified, nor does anyone have the authority to modify it, except for the Executive Director, with Board approval, by any statements, expressed or implied, contained in this Manual; the application; or any memoranda, policy, procedure, or other materials or statements provided to applicants or employees in connection with your employment. This policy supersedes any and all written or oral or implied representations that are in any way inconsistent with it.

EQUAL EMPLOYMENT OPPORTUNITY

SNTHS seeks to recruit, employ, and retain the best qualified employees regardless of actual or perceived race, color, religion, sex (including pregnancy, childbirth, and related medical conditions), national origin, native language, age (against individuals 40 years of age or older), sexual orientation, gender identity or expression, genetic information, veterans or military status, political affiliation, marital status, disability, lawful use of any product when not at work, use of service animal, or opposing unlawful employment practices.

Our commitment to equal treatment includes maintaining a workplace free from sexual, racial, ethnic, religious or other forms of illegal harassment

NONDISCRIMINATION AGAINST AND ACCOMMODATION OF INDIVIDUALS WITH DISABILITIES

SNTHS complies with the Americans with Disabilities Act (“ADA”) and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. SNTHS also provides reasonable accommodation for such individuals in accordance with these laws. It is Southern Nevada Trades High School’s policy to, without limitation:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the preemployment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
2. Keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files.
3. Provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would create an undue hardship on SNTHS and the educational process of serving its students. Undue hardship refers not only to financial difficulty, but to reasonable accommodations that are unduly extensive, substantial, or disruptive, or those that would fundamentally alter the nature or operation of education the students of SNTHS.
4. Notify individuals with disabilities that SNTHS will provide reasonable accommodation to qualified individuals with disabilities, by including this policy in SNTHS’s employee manual and by posting the Equal Employment Opportunity Commission’s poster on not discriminating against individuals with disabilities and other protected groups.

Qualified individuals with disabilities may make requests for reasonable accommodation to the Principal in writing. On receipt of an accommodation request, the Principal will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation SNTHS may make to help overcome those limitations.

The Principal, in conjunction with the Executive Director, will determine the feasibility of the requested accommodation, considering various factors, including, but not limited to, the nature and cost of the accommodation, SNTHS overall financial resources and organization, and the accommodation's impact on the educational operation of SNTHS, including its impact on the ability of other employees to perform their duties and on the SNTHS's ability to conduct the business of educating children.

After the Principal and Executive Director have determined if the requested accommodation is reasonable, the Principal will notify the employee. If the accommodation request is denied, the employee will be advised of their right to appeal the decision to the Board of Directors by submitting a written statement to the Executive Director along with the reasons for the request.

At the next scheduled meeting, the Board of Directors will review the appeal of the employee request for accommodation. After reviewing an employee's appeal, the Board of Directors will, in turn, notify the Executive Director of its decision. The Executive Director will, in turn, notify the individual making the appeal of the Board of Director's decision, which will be final.

EMPLOYEE RELATIONS

HUMAN RESOURCES

The function of human resources at SNTHS is conducted by the school's administrative team and Executive Director. The responsibility of human resources is primarily conducted by: The Secretary/Registrar/Office Manager, The Principal, and The Executive Director.

DISPUTE RESOLUTION PROCEDURE

SNTHS has established a dispute resolution/grievance procedure to allow employees an opportunity to voice any concerns they may have. We believe that most disputes can be handled on a professional level between individual staff members. If staff are unable to resolve their concerns they are encouraged to reach out to supervisor for further guidance and mediation.

ANTI-HARASSMENT POLICY

SNTHS is committed to maintaining a work environment that is free of illegal harassment. In keeping with this commitment, we will not tolerate illegal harassment of our employees by anyone, including any supervisor, co-worker, visitor, vendor, client, or parent.

Illegal harassment consists of unwelcome conduct, whether verbal, or physical, or visual, that is based upon a person's legally protected status, such as sex, color, race, religion, national origin,

age, disability, veteran status, sexual orientation or other protected status. We will not tolerate illegal harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. Any such illegal harassment is strictly prohibited.

COVERAGE

SNTHS absolutely prohibits illegal harassment during work, during business involving the SNTHS, or while on school property by any employee or by any non-employee (including parents, visitors and vendors).

While all employees are responsible for compliance with this policy, management at all levels is particularly responsible for preventing illegal harassment in the workplace. This responsibility includes immediately reporting conduct by anyone, whether a co-employee, administrator, or non-employee, that may constitute illegal harassment, even if the conduct was sanctioned and regardless of how awareness of the conduct was gained.

SEXUAL HARASSMENT DEFINED

Sexual harassment is a form of sex discrimination that violates Nevada state law and Title VII of the Civil Rights Act of 1964.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when submission to or rejection of this conduct, explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. Sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- The victim as well as the harasser may be a woman or a man. The victim does not have to be of the opposite sex.
- The harasser can be the victim's supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a non-employee.
- The victim does not have to be the person harassed, but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the victim.
- The harasser's conduct must be unwelcome.

EXAMPLES OF PROHIBITED CONDUCT

Examples of conduct specifically prohibited under our policy against sexual harassment include but are not limited to:

- Offering or implying an employment-related reward (such as a promotion or raise) in exchange for sexual favors or submission to sexual conduct.
- Threatening or taking of a negative employment action (such as termination, demotion, denial of a leave of absence) if sexual conduct is rejected.
- Unwelcome sexual advances or repeated flirtations.
- Unwelcome intentional touching of another person or other unwanted intentional physical contact (including patting, pinching, or brushing against another person's body).
- Unwelcome whistling, staring, or leering at another person.
- Asking unwelcome questions or making unwelcome comments about another person's sexual activities, dating, personal intimate relationships, or appearance.
- Unwelcome sexually suggestive or flirtatious gifts.
- Unwelcome sexually suggestive or flirtatious letters, notes, e-mail, or voice mail.
- Unwelcome conduct or remarks that are sexually suggestive or that demean or show hostility to a person because of the person's gender (including jokes, pranks, teasing, obscenities, obscene or rude gestures or noises, slurs, epithets, taunts, negative stereotyping, threats, blocking of physical movement).
- Displaying or circulating unwelcome pictures, objects, or written materials (including graffiti, cartoons, photographs, pinups, calendars, magazines, figurines, novelty items) that are sexually suggestive or that demean or show hostility to a person because of the person's gender.

PROCEDURE FOR REPORTING SEXUAL HARASSMENT

Please note that all complaints will be handled as confidentially as possible

A. Employees Responsibility

- i. Any employee who believes that he or she has been subjected to any form of illegal harassment by anyone is encouraged to promptly tell the person that the conduct is unwelcome and ask the person to stop the conduct. A person who receives such a request must immediately comply with it and must not retaliate against the employee for rejecting the conduct.
- ii. Complaints of illegal harassment should be brought to the attention of the Principal. Should the grievance be against the Principal you should discuss the problem directly with the Director, Board President, or both.

- iii. If the employee feels uncomfortable about discussing the complaint with the Director or Board President, the employee should feel free to bypass them and take the complaint to any member of the Board. To request a member of the Board contact information please see the Office Manager.

B. Administration Responsibility

- i. After receiving the employee's complaint of illegal harassment, the appropriate administrator will take a report from the employee. After a report has been filed with administration, the administrator will contact the Board President.
- ii. If the Principal or Director has not received a complaint but suspects that conduct might constitute illegal harassment by an employee, the administration will contact any of the officials listed above, regardless of how the administration became aware of the conduct.

C. Investigation and Resolution

- i. After notification of the employee's complaint, an investigation by one of the above-listed official(s) will immediately be initiated to gather all facts about the complaint.
- ii. After the investigation has been completed, a determination will be made by appropriate management regarding the resolution of the case. If warranted, disciplinary action up to and including termination will be imposed on the employee committing the illegal harassment. Other appropriate actions will be taken to correct problems caused by the conduct.
- iii. However, if after investigating any complaint of harassment or unlawful discrimination, SNTHS determines that the complaint is not bona fide and was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the employee who filed the complaint or who gave the false information.

DISCIPLINARY ACTION

Whenever a group of people work together, there must be standards of conduct and attendance for common guidance and efficiency.

If you have any questions about these standards of conduct and attendance, or about what to do or not to do in a situation, please contact the Principal.

Obviously, when employee misconduct occurs, measures must be undertaken to correct the situation and to curtail further occurrences. The approach SNTHS takes to discipline may vary depending in our discretion on, among other things, the gravity of the offense, the

circumstances under which it occurred, your duties, and your overall work record, including any prior misconduct. In order of severity, discipline can take one of the following forms:

- Verbal Counseling | Performance Plan
- A written Warning | Letter of Admonishment
- SUSPENSION from work
- DISCHARGE

Keep in mind that SNTHS has no obligation to use any one or more of these forms of discipline prior to discharging an employee. Any or all of these steps can be omitted as SNTHS deems appropriate, in its discretion. Moreover, by establishing this disciplinary procedure, SNTHS is not relinquishing or limiting its managerial right to discharge for any or no reason at all, at any time, with or without notice.

SNTHS decision in every case is final and binding on all concerned, including the disciplined employee and all other persons or entities involved in any way, directly or indirectly.

If you do receive the benefit of any of these methods of constructive counseling, however, be sure to take advantage of the opportunity to learn from your mistakes and improve.

GUIDELINES FOR APPROPRIATE CONDUCT

As an integral member of SNTHS team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. You are, consequently, encouraged to observe the highest standards of professionalism at all times.

All written correspondence to persons, agencies, or others outside SNTHS on SNTHS stationary or in the name of SNTHS must be made with the knowledge and consent of the Principal or Executive Director.

If your performance, work habits, overall attitude, conduct, or demeanor becomes unsatisfactory in the judgment of SNTHS, you will be subject to disciplinary action, up to and including termination.

MANDATORY SELF -REPORTING BY STAFF:

Charge, Arrest, or Conviction of a Crime

Per NRS 391.056 all SNTHS employees are required to self-report a charge, arrest or conviction of a crime on an annual basis. This form will be distributed to you by the Principal at the beginning of the school year. Employees must complete and sign this document and return it to the Principal.

PERSONAL RELATIONSHIPS IN THE WORKPLACE

The employment of relatives or individuals involved in a dating relationship in the same area of an organization may cause serious conflicts, and/or problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships. For purposes of this policy, a relative is defined as any person who is related by blood, marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual "romantic" or sexual relationship.

Employees must not allow a personal relationship with a colleague to influence their conduct at work. During the workday, all interactions must remain professional. All employees of SNTHS must disclose the existence of a romantic, familial, or sexual relationship with a coworker. Disclosure may be made to the individual's immediate supervisor. SNTHS will review the circumstances to determine whether any conflict of interest exists.

No employee may be romantically involved or conduct an inappropriate relationship with an SNTHS student. If there is inappropriate communication from a student to an employee, the employee must immediately notify their supervisor. Any inappropriate relationship with a student will be cause for immediate termination and referral to local law enforcement.

CONFLICT OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Transactions with outside firms must be conducted within a framework established and controlled by the administration of SNTHS.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of SNTHS's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to their Supervisor or Administrator of SNTHS as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties. Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which SNTHS does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving SNTHS.

OUTSIDE EMPLOYMENT

Employees may hold outside jobs as long as it does not prevent them from meeting the necessary need of their position at SNTHS. Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside SNTHS for materials produced or services rendered while performing their jobs. If providing tutoring outside of school hours directly for a parent, a release must be signed so the parent understands the employee is not providing tutoring as an employee of SNTHS. The employee's supervisor must be made aware of this arrangement prior to beginning services. Employees may not engage in outside employment that poses any legal or ethical consequences.

GENERAL POLICIES AND PROCEDURES

HOURS OF BUSINESS

The normal work day at SNTHS is 7:30 a.m. to 3:30 p.m.

Although there is a certain degree of flexibility, prior approval from the Principal or his or her Designee is required before leaving early.

EMPLOYMENT CATEGORIES

It is the intent of SNTHS to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time.

- **FULL-TIME employees** are those who are not in a temporary status and who are regularly scheduled to work SNTHS's full-time schedule. Generally, they are eligible for SNTHS's benefits package, subject to the terms, conditions, and limitations of each benefit program. This pertains to those employees who work a regular schedule of thirty (30) hours or more each week.
- **PART-TIME employees** are those who work continuously for a specified number of scheduled hours per week which is less than a full-time schedule of thirty (30) hours per week. Part-time employees receive all legally mandated benefits they may be eligible for. Enrollment in the 401(k) Retirement Plan is offered to part-time employees once the employee has worked the required number of hours for eligibility.
- **EXEMPT employees** are employees who, because of their positional duties and responsibilities and level of decision making authority, are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).
- **NON-EXEMPT employees** are employees who, because of the type of duties performed, the usual level of decision making authority, and the method of compensation, are subject to all Fair Labor Standards Act (FLSA) provisions including the payment of overtime. Non-exempt employees are normally required to account for hours and fractional hours worked.

HIRING APPROPRIATELY CERTIFIED TEACHERS AND CERTIFIED LICENSED STAFF

The Every Student Succeeds Act (ESSA) requires that teachers be certified in the core academic content area(s) they teach. ESSA places major emphasis upon teacher quality as a factor in improving achievement for all students.

SNTHS has adopted these guidelines and will hire only appropriately certified Teachers for all core and required academic contents offered. All supporting certificates reflecting approved subject areas, endorsements and highly qualified documents will be obtained and verified at the time of hire and/or during new hire onboarding.

All teachers and certified/contracted staff members are required to hold a valid and up-to-date certification or license in the field that corresponds with the position the employee is to hold. It is the employee's responsibility to maintain and update their certification or license. The employee is to provide a copy of the valid and up-to-date certification or license upon hire, or renewal of the certification or license each year the employee holds a position with SNTHS or an affiliate. A charter school shall not employ a teacher who's certificate has been surrendered or revoked, unless the certification has been subsequently reinstated by the state board of education.

EMPLOYMENT REFERENCE CHECKS

To ensure that individuals who join SNTHS are qualified and have a strong potential to be productive and successful, SNTHS may contact previous employers to complete reference checks as part of the onboarding and background screening process. This may also include requests for reference contact information and/or letters of recommendation from previous supervisors.

BACKGROUND CHECK & FINGERPRINT REQUIREMENTS

Southern Nevada Trades High School is committed to the protection of all persons who are associated with SNTHS including members, staff, volunteers, and guests. As required by the Operating Standards for SNTHS, SNTHS shall conduct criminal background checks of all employees and board members as well as volunteers who have direct repetitive contact with children participating in our programs. It is the responsibility of the employee or volunteer to schedule and pay for this requirement. SNTHS will carry out this requirement in a fair, consistent, and non-discriminatory manner, complying with applicable state and federal laws and guidelines (NRS 388A.515; NRS 388A.516)

UNPLANNED ABSENCES AND TARDINESS

We recognize that emergencies and unplanned situations occur. For unplanned absences or tardies please notify the Principal by phone call, email or text as soon as possible. The direct Supervisor must also be contacted on each additional day of an unexpected absence. SNTHS may request a written medical excuse from the employee's doctor, for any absence, at SNTHS's discretion.

Chronic, habitual, or excessive absenteeism or tardiness, as judged by the Principal, may result in disciplinary action, up to and including termination.

PERFORMANCE EVALUATIONS

Supervisors and employees are strongly encouraged to discuss job performance and goals on a regular basis's. Formal performance evaluations are conducted to provide both Supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. SNTHS wants to help employees to succeed in their jobs and to grow. In an effort to support this growth and success, SNTHS has an annual review process for providing formal performance feedback. If applicable, salary/wage reviews for the year typically occur in conjunction with the performance evaluation process.

VOICE MAIL, EMAIL, AND INTERNET ACCESS

The communications system, computer network, and software operating on those systems, including, but not limited to, the e-mail system, are the property of SNTHS and are to be used for SNTHS business only.

Employees waive any right to privacy in anything they create, store, send, or receive on the computer or the Internet. Educational materials created while employed at SNTHS must remain accessible to SNTHS and the creator. Employees may make electronic copies of this media on their own personal storage device. Employees are not to delete, hide, or remove property from their classroom or computer.

Employees shall not send, receive, display, print, or otherwise disseminate material that is fraudulent, harassing, illegal, embarrassing, sexually explicit, obscene, intimidating, or defamatory. SNTHS's discrimination and harassment policies apply in full to voicemail, e-mail, internet, and network components of SNTHS's communications and computer systems. Any employee encountering such material should report it to the administration immediately.

No employee may use SNTHS's voicemail, internet or e-mail resources for commercial or personal advertisements, solicitations, promotions, destructive programs (*i.e.*, viruses and/or self-replicating code), political material, or any other unauthorized or personal use. In addition,

no SNTHS information should be posted on the Internet without prior approval from the administration.

Employees should exercise the same care in drafting emails or communicating on social media, as they would for any other written communication. Anything created on the computer, email or internet may, and likely will, be reviewed and further distributed by others.

Any employee that violates this policy will be subject to appropriate disciplinary action, up to and including termination.

PAID TIME OFF POLICY (PTO)

SNTHS offers PTO time to all regular employees. PTO time is an all-encompassing leave that allows employees to use the leave at their discretion for any need necessary. All full time Employees will be granted 15 PTO days. Employees are not eligible to receive pay out of untaken paid time off at the termination of their contract. Employees may roll over up to 5 days of unused PTO to the next calendar year.

All PTO time should be requested at least 2 weeks prior to the planned absence. If it is an unplanned absence, an employee may also use PTO time to cover pay during the absence with supervisor approval. PTO can be used in minimum increments of 1 hour for non-exempt employees. Exempt employees must use PTO in increments of 8 hours. Requests will be reviewed based on a number of factors, including business needs, substitute availability and staffing requirements. If approved, the request will be processed with payroll and subtracted from the leave entitlement. Leave balances will be available on the online paycheck stub. Employees may not submit or receive paid time off during their resignation notice period.

Time off allowances for employees will be frontloaded at the beginning of the school year or upon date of hire.

BLACKOUT VACATION AND TIME-OFF DATES

Based upon business needs, there are certain dates that will be considered “blackout dates”. Blackout dates are dates when employees will not be approved to take time off from work. These blackout dates will be communicated to the employees via their supervisors, principals, administrators, or from the district level. Examples of potential blackout dates may be pre-service training, the first and final two weeks of school, state standardized testing, school events and any other day/dates that have been designated by supervisors or from the district level. Failure to show to work on a designated blackout date may result in disciplinary action in accordance with the attendance policy.

BEREAVEMENT

Time off with pay may be granted to all regular full-time employees when a death occurs in an employee's immediate family. Immediate family is defined as the employee's spouse, children, father, mother, brother, sister or domestic partner. Bereavement leave is anticipated to be taken within close proximity to the death of the family member. A maximum of three days may be taken, supporting documentation may be required upon the Employee's return to work.

HOLIDAYS

SNTHS will grant holiday time off to all active employees on the holidays listed below depending on position. SNTHS will grant holiday time off to all eligible employees without a waiting period. Pay for holiday hours will not be counted as hours worked for the purposes of determining overtime.

If a holiday falls on a Saturday, the holiday will be observed the Friday before and if the holiday falls on a Sunday, the holiday will be observed the Monday after unless otherwise scheduled by school administration. (i.e. if school is in session on the observed holiday date, administration has the right to change the observed holiday to a reasonable day that will accommodate normal operations and not interrupt school hours).

Campus Paid Holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- New Year's Eve
- Nevada Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- The week from Christmas Eve to New Year's Day

LEAVE OF ABSENCE POLICY

A leave of absence is defined as an unpaid approved absence from work for a specified period of time for medical (for self or care of a family member) or personal reasons. As soon as the potential need for a leave of absence and/or short term disability is identified, employees should contact the administration.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

SNTHS complies with the Family and Medical Leave Act of 1993 (FMLA). FMLA provides eligible employees up to 12 workweeks of unpaid leave for specified family and medical reasons during a 12 month period. To be an "eligible employee", an employee must: (1) have been employed

for at least 12 months and (2) have worked for at least 1,250 hours of service during the 12 month period immediately preceding the commencement of the leave.

When a holiday falls during a week in which an employee is taking the full week of FMLA leave, the entire week is counted as FMLA leave and will be unpaid. However, when a holiday falls during a week when an employee is taking less than the full week of FMLA leave, the holiday is not counted as FMLA leave, unless the employee was scheduled and expected to work on the holiday and used FMLA leave for that day. Any day counted as FMLA will still be considered unpaid.

Leave may be taken for anyone, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a serious health condition;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any qualifying demand arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation.

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Intermittent FMLA for baby bonding time is not permitted. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

If an employee is eligible for FMLA leave, they are responsible for providing at least 30-days notice for any leave that is foreseeable. If 30-days notice is not possible, they must provide notice as soon as practical. Employees may be required to obtain a medical certification of the need for FMLA leave from a health care provider (if applicable). An employee resigning his/her position prior to start of leave is considered ineligible for FMLA and the last physical day of work will be recorded as the employment end date.

PREGNANCY-RELATED ABSENCES

SNTHS will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this Handbook and all applicable federal and state laws. Requests for time off associated with pregnancy and/or childbirth, such as bonding and child care, not related to medical disabilities for those conditions will be considered in the same manner as other requests for unpaid family or personal leave.

PERSONAL LEAVE OF ABSENCE

An eligible employee who has completed at least 90 days of employment who is in good standing may request time off for medical (for self or care of a family member) or personal needs. If an employee has available PTO, PTO must be exhausted during the leave period. If PTO has been exhausted and other types of leaves are not applicable, regular full-time employees may request an unpaid leave up to 30 days. Approval of this type of leave must be agreed upon by the employee's supervisor. SNTHS will maintain the employee's health benefits, but the employee is responsible for paying their portion of the insurance premiums to continue their health insurance coverages upon return to work.

To apply, employees must provide an advanced notice (at least 30 days) of the leave request date or as soon as practicable. Personal leaves will not be granted for engaging in outside employment, pursuing independent business ventures or as additional leave after Non-FMLA or FMLA leave is taken. Intermittent personal leave is not permitted. A personal leave of absence is not a job-protected leave.

MILITARY LEAVE

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required unless military necessity prevents such notice or it is otherwise impossible or unreasonable. The leave will be unpaid. However, employees may use any available paid time off for the absence. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

SHORT-TERM DISABILITY (STD)

STD is a type of insurance benefit that provides some compensation or income replacement for non-job related injuries or illnesses that render an employee unable to work for a limited period of time. Employees who apply for short-term disability and are not eligible for FMLA do not have job restoration rights.

PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) OF NEVADA

PERS is a tax-qualified defined benefit plan created by the Legislature as an independent public agency to provide a reasonable base income to qualified employees who have been employed by a public employer and whose earning capacity has been removed or has been substantially reduced by age or disability. Employee base pay, longevity pay, shift differential pay and call-back pay are subject to retirement contribution.

DRESS CODE

This policy is designed to encourage a relaxed, productive atmosphere, as well as to provide employees with a wider degree of flexibility in their choice of working attire.

- Business casual attire may be worn during normal working hours. Clothing worn must reflect good judgment and taste.
- Clothing must be free of holes, tears, destroyed design, offensive/political images or statements or anything deemed inappropriate for an educational setting by administration.
- Closed toed shoes are required. (Shoes should be in good condition)

On occasion, as determined by the Principal, business attire may be required for the entire staff. While business casual dress will be acceptable, it must be kept in mind that SNTHS hosts visitors on a daily basis and a professional atmosphere must be maintained.

If any clothing or body decoration, including but not limited to any jewelry, body piercings, and/or tattoos, is deemed to be unacceptable by the Principal, you will be asked to change. If an employee is unable to change the improper clothing or body decoration while at work, SNTHS reserves the right to send any employee home to do so.

OFFICE SECURITY

SNTHS cannot be held responsible for the safety of your personal belongings. Keep your classroom locked during school hours when you are not in the room. Additionally, employees are to lock personal belongings in a desk or cabinet.

TOBACCO POLICY

NRS 202.2483 mandates that the use of tobacco is prohibited by all persons in school building or on school property. The use of tobacco, in any form (smoking, vaping, or chewing tobacco), is prohibited by all employees, while on campus, job site, other school property, or when representing the school in any capacity.

DRUG AND ALCOHOL POLICY

SNTHS is committed to providing a safe and productive work environment for all of its employees and guests. SNTHS absolutely prohibits the use, possession, concealment, transportation or distribution of illegal and unauthorized items, drugs, alcoholic beverages, weapons, ammunition, drug paraphernalia or stolen property while on, entering or leaving the association premises or work areas, or when on SNTHS business. Abuse will lead to immediate termination of employment. Anyone suspected of being under the influence of illegal drugs, marijuana, or alcohol while at work must submit to an immediate drug or alcohol test. This test will be conducted at a qualified laboratory, by a qualified professional and the results from this test must be submitted to the Principal in its entirety. Anyone who refuses to be tested will be subject to discipline up to and including termination.

Any employee who is involved in a workplace accident must submit to an immediate drug or alcohol test. Anyone who refuses to be tested will be subject to discipline up to and including termination and a loss of Workers' Compensation Benefits.

WORKPLACE INJURY PROTOCOL

When injured at work there are three (3) steps you need to take:

1. Promptly report the injury to the Principal. If the Principal is unavailable, then report the injury to the Executive Director.
2. If medical treatment is beyond first aid is needed, then EMS will be contacted as per school protocol.
3. You must provide written statement of incident to the Principal as soon as practicable, but no later than 7 days after the accident. You can find all of the required forms with the Office Manager or at www.employers.com.

Claim for Compensation (Form C-4): If medical treatment is sought, the C-4 is available at the place of initial treatment. A completed "Claim for Compensation" (Form C-4) must be filed within 90 days after an accident. The treating physician or chiropractor must, within 3 working

days after treatment, complete and mail to the employer, the employer's insurer and third-party administrator, the Claim for Compensation.

ANTI-VIOLENCE POLICY

SNTHS is committed to providing a workplace that is free from acts of violence or threats of violence. We believe that measures can be adopted to increase protection for employees and to provide a secure workplace. In keeping with this commitment, we have established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on SNTHS-related business, or while operating any vehicle or equipment owned or leased by SNTHS. This policy applies to all employees and a violation of this policy may lead to disciplinary action up to and including termination of employment. This policy also applies to any third-party organization and its employees contracted to conduct business with SNTHS or a client of SNTHS.

CONFIDENTIALITY OF INFORMATION

Although many aspects of the operation and activities of SNTHS are not confidential, all information that you receive as an employee is presumed to be confidential. To safeguard confidential information, employees must take all necessary steps to maintain any confidential information.

Every employee has the responsibility to safeguard confidential information. **Any** requests from inside or outside persons, other than in the scope of normal business activities, must be directed to the Principal.

Strict observance of this policy is required and any violation may result in disciplinary action up to and including termination.

PERSONNEL RECORDS

SNTHS maintains personnel files on each employee. To ensure that your personnel file is up-to-date at all times, notify the Office Manager or administration of any changes in your name, telephone number, home address, marital status, number of dependents, beneficiary designations, licenses and certifications, scholastic achievements, emergency contacts, and so forth.

SNTHS considers any personal information regarding an employee, including but not limited to phone numbers, cellular telephone numbers, pager numbers, addresses, and working schedules, to be confidential. Anyone who discloses employee information without prior approval shall be subject to disciplinary action up to and including termination.

Personnel records are the property of SNTHS, however, employees have the right to review their official employment records and reference files. Such reviews must be conducted in the presence of the Office Manager or administration at times amenable to both. Employees may request copies of documents in their employment records; however, they are not permitted to alter, remove, add, or replace any documents.

CAMERA, CAMERA DEVICE, AND VOICE RECORDING POLICY

SNTHS is committed to respecting the personal privacy of its employees, clients, parents and students, and business partners. SNTHS is also committed to ensuring that confidential information of the school is not disclosed. In relation to these commitments, SNTHS recognizes that employees may have digital or other cameras, video cameras, cellular phones with picture-taking, video-recording, voice-recording capabilities, or any other devices with picture-taking, video-recording, or voice-recording capabilities (“Camera Devices”) and believes that measures can be adopted to protect personal privacy and confidential information. We have therefore established a strict policy that:

1. Prohibits any employee from having a Camera Device in any restricted area, where personal privacy would be expected;
2. Prohibits the unauthorized transmission of confidential information of SNTHS; and
3. Requires employees to request permission, from the Principal, prior to photographing or videotaping anyone or anything in the workplace, at any worksite, or while on SNTHS-related business.
4. No employee may record or capture pictures of an employee without his or her full knowledge and consent. This policy applies to any/all business-related matters, meetings, presentations, etc. This should not preclude any employee from documenting unsafe/ hazardous work conditions and should always report such to the Principal.

This policy applies to all employees. This policy also applies to any third-party organization and its employees contracted to conduct business with SNTHS or a client or customer of SNTHS.

Any employee that violates this policy will be subject to appropriate disciplinary action, up to and including termination.

USE OF CELLULAR PHONES AND SIMILAR DEVICES

SNTHS is committed to providing a safe and productive work environment and protecting the safety of its employees, parents and students, and business partners. SNTHS is also committed to protecting the safety of the public in general. In relation to these commitments, SNTHS

recognizes that employees may have cellular phones, walkie-talkies, internet access devices, or other similar devices and that the occasion to talk on or otherwise use such device may arise while driving or otherwise operating a vehicle or while operating or otherwise using equipment or machinery. SNTHS believes that measures in relation to the use of such devices can be adopted to protect the safety of our employees, our students, our business partners, and the public in general. We have therefore established a strict policy that:

1. Prohibits any employee from talking on or otherwise using any Phone Device while driving or otherwise operating any SNTHS vehicle during work hours or non-work hours; and
2. Prohibits any employee from talking on or otherwise using any Phone Device while operating or otherwise using any SNTHS equipment or machinery during work or non-work hours.

This policy applies to all employees. This policy also applies to any third-party organization and its employees contracted to conduct business with SNTHS or a client or customer of SNTHS.

Any employee that violates this policy will be subject to appropriate disciplinary action, up to and including termination.

ISSUED EQUIPMENT POLICY

Employees may be issued credit cards, keys, laptops, and other items upon employment. All such items must be returned to the Administration upon your separation of employment.

SAFETY POLICY

SNTHS emphasizes “safety first” and expects all employees to take steps to promote safety in the workplace. By remaining safety conscious, employees can protect their own interests as well as those of their co-workers and guests. All employees have a responsibility to report a safety concern to the Principal or appropriate administrator. Staff are not to use or stop using any equipment that poses a safety hazard to them or to students.

CAMPUS INFORMATION & EXPECTATIONS

BOARD MEETINGS

The SNTHS Board of Directors meets once a month. Meetings are scheduled for the second Monday of each month at 5:00 p.m. on campus. Meeting dates may change with prior notification. Staff is not required to attend but these are open meetings and everyone is welcome to attend..

If you have an issue that you wish to be brought before the board that requires action, please notify the Principal in advance of the posting of the board agenda.

If you wish to speak to the Board there is a public comment time at every meeting.

CLASSES

Teachers will be required to teach the courses they are assigned. Every effort will be made to give the instructor plenty of notice on any new class that will be taught. Every effort will be made to match every course with teacher strengths. The schedule changes quarterly dependent on student needs. Please be flexible and help the school provide the best education we can.

Classroom teachers are responsible for actions that occur in their classroom at all times. Teachers are required to supervise all students that are in their classroom before, during, and after class. If a teacher needs to leave the classroom at any time, he or she should either ask all students to leave the classroom then lock the classroom door; or ask another staff member to supervise the students in the classroom. Students should not be unsupervised at any time.

SUBSTITUTE TEACHERS

It is the responsibility of the Teacher when they are absent to provide the needed lesson plans for a Substitute Teacher. Teachers must complete an Emergency Sub Folder with at least three days of classwork for their students prior to the start of school, update it regularly, and keep it on file in the office. In the case of an emergency, please call in or email details to the Substitute or Principal. For a planned absence teachers will create detailed plans. Emergency sub plans will be used for emergencies when a formal substitute plan cannot be created. All sub plans should contain all the information that a sub will need including:

- Policies and procedures of the classroom (bathroom, office referrals, etc.)
- Daily duty schedule
- Detailed subject-by-subject daily lesson plans for the days out
- Location of Teacher's textbooks, manuals, answer keys
- Time filler activities
- Specifications on which children have special needs or accommodations

- Seating charts
- Safety Procedures (fire drill, lock-down, etc.)

DISCIPLINE

Every person at SNTHS is expected to help with student discipline. Whether it is in the classroom, hallway, office or parking lot, before, during, or after school every staff member has the responsibility to intervene when misbehavior occurs. Many issues can be stopped if an adult tells the students to stop whatever they are doing.

Each teacher will be required to follow SNTHS's Progressive Discipline Policy with Restorative Practices. The use of this Plan should be noted in teacher's class syllabus.

DUTY

All teachers are assigned a morning and/or afternoon duty. Duty consists of being out in the parking lot, helping with driveline or being a presence in the hallway or shop. Duty schedules may change throughout the year as dictated by administration.

EMERGENCY DRILLS

All staff are expected to participate in emergency drills held throughout the school year. These may include fire, earthquake, and lock down drills. See Emergency Operations Plan for details.

FRIDAY MEETINGS

Every Friday the entire staff has a mandatory staff meeting. The meetings will begin around 1:30 PM. SNTHS will make every effort to have the meeting conclude by 3:30 p.m. but there may be instances where we will require you to stay longer as the information dictates.

GRADEBOOKS/ATTENDANCE

Infinite Campus is the legal gradebook and attendance book for all teachers and administrators at SNTHS. All information in Infinite Campus is expected to be accurate and up to date.

Teachers are required to take student attendance everyday at the beginning of class in Infinite Campus. Students are tardy (missed instruction) if they are not in class when class is scheduled to begin. Teachers need to use their best judgment on tardies. Students must check in at the office for a pass before going to class when they are tardy. If a student leaves class early, the Office Manager will mark that student the appropriate code in Infinite Campus and inform you to release that student.

Teachers must take attendance in Infinite Campus. Infinite Campus will constitute as the official and legal attendance for your classes. By taking attendance in Infinite Campus you will

be meeting your legal obligation per NRS 392.122. You may keep attendance in a book if you desire but it will not be the official record.

ACCIDENTS AND SICKNESS

Students that become sick or injured in class or elsewhere on the campus should be brought or sent to the Health Office. If a child is seriously injured, do not move them. Send a responsible student or adult to the front office for help and stay with the child until help arrives. In non-emergency situations, injured or sick students who are not accompanied by a staff member must have an office referral with the time and date in order to come to the Health Office for medical attention or first aid.

ADMINISTERING STUDENT MEDICATION

Medication will not always be given to a student by the health office. Other staff members designated by the Principal will assist students in the absence of the health office staff, as trained by the parent, following a physician's order. Additional information is provided in the Student/Parent Handbook and student medical consent form.

COMMUNICABLE DISEASE OR ILLNESSES IN THE WORKPLACE

SNTHS will take proactive steps to protect the workplace in the event of a public health emergency. It is our commitment to operate effectively and ensure that all essential services are continuously provided while maintaining a safe work environment. In case of a public health emergency, SNTHS will adhere to any orders of the State or local public health agencies to prevent transmission of a communicable disease. Medical information on individual employees is treated confidentially. SNTHS will take reasonable precautions to protect such information from inappropriate disclosure.

Administrators and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

VISITORS IN THE WORKPLACE

All visitors must be checked in at the front desk and follow guest protocols.

When school is not in session, all employee guests (close family or friends) will need to be escorted by a staff member when they are on campus.

When school is in session, the expected procedure is as follows:

If guests come to visit teachers or staff, the teacher or staff must be on a prep or on lunch and not have students in their room. Guests should be escorted on or off campus by the employee when reasonable to do so.

INDIVIDUAL EDUCATION PLANS (IEP) AND 504's

Teachers are mandated by Individuals with Disabilities Act (IDEA) of 1974 to know and understand all student services related to a student's IEP. Teachers are also required to provide educational input in IEP meeting when requested by the Case Manager or Principal.

Moreover, teachers are required to participate in IEP meetings as directed by the Case Manager or Principal.

MANDATED REPORTER

The Nevada Revised Statute, Chapter 432B, Protection of Children from Abuse and Neglect, requires any person who has reasonable cause to believe child abuse may be occurring or has occurred to make a report to a Child Protective Services (CPS) or law enforcement agency. School personnel are considered mandated reporters. A mandated reporter who knowingly and willfully fails to report child abuse or neglect is guilty of a misdemeanor for the first violation, and a gross misdemeanor for each subsequent violation. If you believe a student is a victim of abuse or neglect please immediately speak with Administration and contact the Nevada Division of Child and Family services at 702-399-0081 or www.dcf.state.nv.us

LICENSE CERTIFICATIONS and IN-SERVICE CREDITS

It is the responsibility of all SNTHS certified staff to maintain a valid Nevada teaching license through the Nevada Department of Education.

Per the Nevada Department of Education website, as of July of 2019, the requirements for renewing an educator license are:

Pursuant to NAC 391.075, to renew your Standard or Professional Educator License, you must submit evidence of completion of six (6) semester hours of continuing education or six (6) professional development credits. Each credit is equal to 15 hours, which means over the course of the license each educator must obtain ninety (90) hours of continuing education.

Credits may be earned from any accredited postsecondary institution, or from any approved continuing education provider. These credits must have been earned after the date your most recent license was issued, and before its expiration date.

It is the responsibility of licensed employee to understand all updates regarding licensure and licensure renewal. Failure to maintain a valid teaching license may result in disciplinary action including dismissal.

Please refer to www.doe.nv.gov for the most up to date and accurate information.

INSURANCE

SNTHS provides group health benefits to eligible employees and their family members.
(specifics to be added later)

BUILDING KEYS

Each staff member is responsible for the whereabouts of their keys at all times and should not allow students to access their keys at any time.

Should a staff member lose or misplace a key, he or she should notify the Principal immediately and will be subject to paying for the building to be re-keyed.

All keys are the property of SNTHS and must be returned to the Principal upon termination of employment.

LANGUAGE

Teachers are expected to use school appropriate language at all times. Profane language is not to be used when students are present.

PARENT MEETINGS

Parent meetings are an important part of a student's educational process. SNTHS recognizes that parent and teacher time is valuable and to that end tries to schedule parent meetings at least two days in advance so the teachers can make arrangements to attend. When you come to meetings, please bring the student's attendance, grade printouts from Infinite Campus, and behavior issues. Please make every effort to attend all parent meetings on time as requested. If you are unable to attend a meeting notify the administrator as soon as possible.

PARKING

SNTHS employees should park their vehicles, separately from students, in the employee designated spaces.

FERPA COMPLIANCE GUIDELINES FOR TEACHERS

The following guidelines are offered to assist teachers in complying with the confidentiality requirements concerning student education records under the Family Education Rights and Privacy Act (FERPA). For purposes of these guidelines, “education records” are defined to include all records, files, documents, and other materials that contain personally identifiable information on any student, as well as the personally identifiable information itself.

The United States Supreme Court held, “Correcting a classmate’s work can be as much a part of the assignments as taking the test itself. If it is a way to teach material again in a new context, and it helps show students how to assist and respect fellow pupils. By explaining the answers to the class as the students correct the papers, the teacher not only reinforces the lesson but also discovers whether the students have understood the material and are ready to move on. It is our opinion that FERPA does not prohibit these educational techniques.”

What Teachers **Cannot** Do

1. CANNOT disclose education records to other School Districts employees who do not have a legitimate educational interest in the education records for purposes of carrying out their authorized duties, as determined by administration.
2. CANNOT disclose education records to college-level student teachers, consultants, or authorized community volunteers who do not have a legitimate educational interest in the education records for purposes of carrying out their authorized duties, as determined by administration.
3. CANNOT disclose education records (including student addresses and/or telephone numbers) to persons who are not SNTHS employees, college-level student teachers, or authorized community volunteers unless permitted to do so by administration.
4. CANNOT disclose education records (including student addresses and/or telephone numbers) to other students.
5. CANNOT post students’ final grades or grade point averages, including giving access to the teacher’s grade book.
6. CANNOT allow parent volunteers to grade the work of students, which contains identifying information.

What Teachers Can Do

1. Teachers should check with administration to determine what information has been designated under FERPA as “directory information” at a particular

school. Certain directory information such as student names, participation in sports, and awards, is eligible for disclosure through the school's office.

2. Disclose education records to other school employees who have a legitimate educational interest in the education records for purposes of carrying out their authorized duties, as determined by administration.
3. Disclose education records to college-level student teachers, consultants and authorized community volunteers who have a legitimate educational interest in the education records for purposes of carrying out their authorized duties, as determined by administration.
4. Direct or allow students to grade, edit and/or correct each other's work and provide results to the teacher for use or consideration in assigning student grades.
5. Allow any student assistant or student volunteer to grade, edit, and/or correct student work and provide results to the teacher.
6. Display work with a student's name and grades within the classroom.
7. Display anonymous student work showing a grade, corrections, or other markings. You may use student identification numbers so long as you make reasonable efforts to maintain anonymity.

Teacher Considerations for Student Grading Other Students' Work The Supreme Court's action regarding *Falvo* has determined that FERPA does not apply to papers graded by students prior to their inclusion in teacher grade books. Teachers are strongly encouraged to consider the following factors when students are grading other students' papers in class.

- Maintaining a classroom environment that respects the dignity of all students.
- Using student grading as the learning opportunity referred in the Supreme Court's opinion.
- Collecting and distributing papers in the most time-efficient manner possible, which in most cases discourages the calling out of scores in class.



EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM

Name (please print): _____

Position: _____

Please initial by Each Line:

- _____ I have read and understand the dispute resolution procedures
- _____ I have read and understand SNTHS's drug and alcohol policy
- _____ I have read and understand SNTHS's building key policy
- _____ I have read and understand SNTHS's sexual harassment policy
- _____ I have read and understand SNTHS's workplace injury protocol
- _____ I have read and understand SNTHS FERPA policy.

I acknowledge that I have read the 2023-2024 Southern Nevada Trades High School Employee Handbook and agree to abide by the policies and procedures in it.

Employee Signature

Date



SNTHS

SOUTHERN NEVADA
TRADES
HIGH SCHOOL

**FINANCIAL POLICIES
AND PROCEDURES
MANUAL**

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FOREWORD AND GENERAL OUTLINE

The Board of Directors of Southern Nevada Trades High School (SNTHS) has adopted sound financial policies and accounting procedures in accordance with Nevada Law. These policies, identified in this Financial Policies and Procedures Manual, ensure effective internal controls over revenues, expenses and fixed assets and are evaluated on a regular basis to ensure compliance with all statutory and regulatory authorities.

The school Administrator will be responsible for all aspects of school operations within the scope of operating policy and budgetary approval by the Board of Directors. The school's on-site administration/faculty and staff will report directly to the Administrator, who then reports to the Board of Directors. The back-office provider, contracted by the board, will provide bookkeeping, and financial forecasting services to the Board of Directors for its oversight and approval.

The Board, at minimum, will be responsible for:

1. reviewing and approving a preliminary annual budget prior to the beginning of the fiscal year
2. reviewing quarterly financial statements, which include a balance sheet and statement of revenue, expenditures and changes in fund balance, at each public board meeting
3. annually adopting and maintaining operating budget for the school
4. retaining the services of a certified public accountant/auditor to conduct the annual Independent financial audit
5. reviewing and approving the audit report, including audit findings and recommendations; and reporting to all applicable legal agencies
6. overseeing the school's Administrator and all financial matters delegated to the Administrator

School invoices relating to daily operations will be managed by the Board-approved back-office provider. The on-site Administrator will manage the daily operations and site-based finances, including expenditures and receivables and seek prior approval from the Board for expenditures over a pre-approved amount. The Administrator and back-office provider will report monthly to the Board of Directors on all payroll reports, financial statements, and any other information requested by the Board.

1. CHARTER SCHOOL BUDGET

The SNTHS budget will serve as the financial plan of operation for the charter school and will include estimates and purpose of expenditures for a given period and the proposed means of financing the estimated expenditures. The charter school will provide the budget and budget documents in accordance with the rules and regulations as specified by the Nevada Department of Education on an annual basis.

The SNTHS budget will be prepared in full compliance with NRS 386.550 and NAC 386.370,

The Administrator will be responsible for the preparation of the budget document in conjunction with the back-office provider.

2. FUND BALANCE

The Board of Directors recognizes its responsibility to strive to secure and maintain an unreserved fund balance in an amount sufficient to:

1. Protect the charter school from unnecessary borrowing in order to meet cash- flow needs.
2. Provide prudent reserves to meet unexpected emergencies and protect against catastrophic events.
3. Meet the uncertainties of State and Federal funding; and
4. Help ensure a charter school credit rating that would qualify the charter school for lower interest costs.

In determining an appropriate unreserved fund balance, the Board of Directors will consider a variety of factors with potential impact on the charter school's budget including the predictability and volatility of its expenditures, the availability of resources in other funds as well as the potential drain upon general fund resources from other funds; liquidity; and designations. Such factors will be reviewed annually.

3. BUDGET PREPARATION

SNTHS Administrators have the responsibility to coordinate with back-office provider to complete budget preparation for Board review and should develop such procedures necessary to ensure that the proposed budget reflects *all* areas of charter school operation.

The Administrator and the Board of Directors will establish budget priorities for the charter school and will make appropriate recommendations related to those priorities.

4. BUDGET TRANSFER AUTHORITY

The adopted budget is a financial plan which may be subject to change because of circumstances or events occurring during the ensuing budget period. All appropriation transfers shall be made using the guidelines in NAC Chapter 354.

5. PROCEDURES FOR COLLECTING AND DEPOSITING NON-DISTRIBUTIVE SCHOOL ACCOUNT (DSA) FUNDS

All non-DSA revenues received by the school will be received by the School Office manager/ Receptionist. The Office Manager/Receptionist is required to issue a paper receipt to the payor in a receipt book. The receipt book must be a pre-numbered, multi-part receipt form.

At the end of each day, the Office Manager/Receptionist is required to turn over all payments and receipts to an onsite Administrator. The Administrator and one other available school employee, but not the person who will be depositing the funds, will tally the total of the receipts and monies collected and verify the amounts match. The Administrator will then endorse all checks For Deposit Only to the

School's account and prepare a deposit slip. A copy of all cash receipts and checks which support each deposit must be made and kept with a copy of the deposit slip.

A School Administrator is responsible for transporting all non-DSA funds to the Banking Institution selected by the Board of Directors. Deposits must be made either once a week or whenever more than \$500.00 in cash has been received, whichever comes first.

6. STAFF TRAINING

Training in financial policies and procedures for Administrators, Staff Members and staff needs to be provided at least annually. Documentation of training should be retained, and a copy of the documentation should be submitted to the Board of Directors.

7. AUTHORIZED SIGNATURES

Authority to sign checks written on any of the school accounts shall be as follows:

Under \$5000 - One Signature required

- Executive Director (if not purchase order authorized by Executive Director)
- Principal (if not purchase order authorized by the Principal)
- Board Chair
- Board Treasurer

\$5000 up to \$25,000 - Two Signatures

- Executive Director or Principal AND
- Board Chair or Treasurer

Over \$25,000 -Two Signatures

- Board Chair AND
- Board Treasurer

8. UTILITIES

The School may set up automatic payments with utility companies (electric, phone/internet, water/sewer, etc.). The school will create a PO for each invoice that will require a signature from the Administrator. Signature limits shall not apply to utility bills.

9. BOARD APPROVED CONTRACTS

The board will authorize the Administrator to approve online payments via wire transfers or ACH on contracts that have been presented and approved by the Board of Directors. If a check needs to be cut instead of a line payment the Executive Director or Principal may also be the second authorizing signature on checks above \$25,000 for board approved contracts.

10. FUNDING PROPOSALS AND APPLICATIONS

SNTHS shall pursue Federal, State or private grants or other such funds that will assist the charter school in meeting adopted Board of Directors and charter school goals.

Proposals for external funds will be submitted to the Board of Directors for evaluation and approval. In the event an opportunity arises to submit a grant proposal and there is insufficient time to place it before the Board of Directors, the Administrator is authorized to use his/her judgment in approving it for submission. The Administrator will review the proposal with the Board of Directors at its next regular meeting. The Board of Directors reserves the right to reject funds associated with any grant which has been approved.

The Board of Directors shall, before an acceptance of such funds, consider the charter school's obligations, expectations or encumbrances when the grant ceases.

11. INVESTMENT OF FUNDS

The Board of Directors may authorize the investment or reinvestment of funds which are not immediately needed for the operation of the charter school. Such investments will comply with State law and Nevada Administrative Code.

12. FISCAL ACCOUNTING AND REPORTING

The charter school's accounting and reporting system will be in accordance with generally accepted accounting principles and will conform to State laws and regulations. Accounting procedures shall show a detailed and meaningful analysis of both receipts and expenditures. This analysis should be adequate for study and evaluation by the Board of Directors and school management, and will serve as a basis to make financial and related educational decisions, to formulate future plans, to safeguard public funds and to ensure adequate financial accountability.

Payment on all charter school accounts, including the general fund and special accounts, shall operate according to established accounting procedures.

All cash received is to be properly receipted. Money received shall be placed in deposit.

The Administrator shall be the lawful custodial officer of all charter school funds and shall demand receipt for, and safely keep according to law, all bonds, mortgages, notes, moneys, effects, books and

papers belonging to the charter school. Funds may be commingled in the depository so long as they are budgeted and accounted for separately.

13. FINANCIAL REPORTS AND STATEMENTS

The Board of Directors, through the Board Treasurer, will receive and accept financial reports that include monthly bank Statement reconciliations, estimates of expenditures for the general fund in comparison to budget appropriations, actual receipts in comparison to budget estimates and the charter school's overall cash condition. Supplementary reports on other funds or accounts will be furnished upon request of the Board of Directors or Administrator.

Appropriate back-office staff will be available at any Board of Directors meeting, upon the Board of Directors' request, to respond to questions and to present current financial information. The Administrator will notify the Board of Directors at any time of substantial deviations in the anticipated revenues and/or expenditures.

14. PROPERTY INVENTORY AND CAPITALIZATION

In addition to the tracking of Federally funded assets using Asset Panda, the charter school will maintain a complete property inventory which lists all school buildings, equipment and supplies with a value greater than \$500. This inventory will be updated as necessary. The Board of Directors may authorize the employment of an appraisal company to assist with the inventory procedure.

The charter school will maintain an inventory of all capital assets in accordance with governmental accounting standards. The charter school's inventory will be updated annually to include property newly purchased and disposed.

Capital assets includes all charter school-owned property such as land, buildings, improvements to property other than buildings (i.e., parking lots, athletic fields, playgrounds, etc.) and equipment with a value greater than \$5,000. (See NAC 386.342)

15. AUDITS

An audit of all charter school accounts will be made at least annually by an accountant selected by the Board of Directors.

A copy of the audit report will be presented to the Board of Directors.

16. CHARTER SCHOOL PURCHASING

The function of charter school purchasing is to serve the educational program by providing the necessary supplies, equipment and services.

The purchasing agent will be appointed by the Board of Directors. He/She will be responsible for developing and administering the charter school's purchasing program.

No obligation may be incurred by any officer or employee of the Board of Directors unless that expenditure has been authorized in the budget or by Board of Directors action and/or Board of Directors policy. In all cases calling for the expenditure of charter school money, except payrolls, a requisition and purchase order system must be used.

Unless authorized by the Administrator, no purchase [with the exception of a petty cash purchase] will be authorized unless covered by an approved purchase order. No bills will be approved for payment unless purchases were made on approved orders.

The Administrator or designee is authorized to enter into and approve payment on contracts obligating charter school funds not to exceed (\$10,000) for products, materials, supplies, capital outlay and services that are within current budget appropriations. The Board of Directors shall approve all contracts that are collective bargaining agreements or service contracts that include the provision of labor performed by charter school employees, such as custodial, food service and transportation services.

The Administrator will review bills due and payable for the purchase of supplies and services to determine if they are within budget amounts. After appropriate administrative review, the Administrator will direct payment of the just claims against the charter school. The Administrator is responsible for the accuracy of all bills and vouchers.

No Board of Directors member, officer, employee or agent of this charter school shall use or attempt to use his/her official position to obtain financial gain or for avoidance of financial detriment for himself/herself, a relative or for any business with which the Board of Directors member or a relative is associated. Acceptance of any gratuities, financial or otherwise, from any supplier of materials or services to the charter school by any Board of Directors member, officer or employee of the charter school is prohibited.

Bids or proposals shall be called for on all purchase, lease or sale of personal property, public improvements or services other than agreements for personal service, in accordance with applicable competitive procurement provisions of Nevada Revised Statutes and adopted public contracting rules. (See NRS Chapter 332, NRS 386.573)

17. FOOD SERVICE ACCOUNTS (NATIONAL SCHOOL LUNCH PROGRAM)

If the charter school elects to participate in the National School Lunch Program (NSLP) for all or any campus, the school will create a separate bank account to process the NSLP transactions. All procedures received for the NSLP will be deposited into the NSLP checking account and expenses related to the NSLP will first be paid out of this checking account until the funds are exhausted, then the remaining balances will be paid out of the general operating funds. No proceeds or profits from the NSLP shall be used for any other purposes than that approved by the NSLP.

18. EXPENDITURE OF CHARTER SCHOOL FUNDS FOR MEALS, REFRESHMENTS AND GIFTS

The charter school recognizes there may be occasions when it is appropriate for Board of Directors members, Administrators and others to expend charter school funds in the course of conducting charter school business to provide meals or refreshments (bakery goods, snacks, fruit, punch, coffee, tea, soft drinks, etc.). The purchase of gifts may also be approved, in certain situations. Such occasions may include, but are not limited to, various charter school meetings, gatherings to celebrate charter school successes or recognize individual achievements, contributions or outstanding service to the charter school and other charter school sponsored activities.

Meals may be provided by the charter school to recognize the contributions of staff, through retirement dinners or other recognition events; Meals may be provided by the charter school as a part of Board of Directors or administrative work sessions, at charter school or committee meetings or other charter school approved activities. Meals provided at staff meetings and trainings must be supported by adequate documentation, which shall include a list of attendees.

Meals not directly business related may be provided to staff or others at the individual's expense only.

Board of Directors members, Administrators and other charter school administrative staff may use charter school funds to provide refreshments for staff, parents or others at meetings, in-service programs or other similar charter school or school-sponsored activities, not to exceed \$10 per participant and subject to the following additional requirements:

- The purchase of alcoholic beverages with charter school funds is strictly prohibited;
- The use of charter school funds for parties is prohibited.

There are numerous occasions that may arise whereby Board of Directors members, Administrators or other charter school staff may feel the need to recognize employees, i.e., Bosses' Day, Secretaries' Day, classified employees' week, birthday, etc. A Board of Directors member, Administrator or other charter school employee may provide such recognition at his/her expense only, unless as otherwise permitted below:

The charter school may provide a small token of appreciation for a Board of Directors member's

or employee's retirement and years of service and other related activities utilizing charter school funds, as approved in advance. For example, the Board of Directors generally proclaims special recognition for classified employees' week and teacher appreciation week;

Administrators may use charter school funds to provide an appropriate token of appreciation on behalf of the Board of Directors. The value of this item may not exceed \$10 per person;

No other expenditure of charter school funds for gifts is permitted without prior authorization from the Body or Administrator.

19. PETTY CASH ACCOUNTS

The school is not permitted to have petty cash accounts. The school may however withdraw cash for the purpose of making change at school events. These transactions should be limited to change only transactions and should not be used for purchases.

20. CREDIT CARDS

The Board of Directors authorizes the Administrator to hold a bank credit card in the name of the charter school and to issue such cards to designated employees. Approved card holders will be held responsible for maintaining sole possession and security of issued cards at all times. Credit cards shall have a Board of Directors approved maximum limit.

Credit cards issued to employees may only be used to purchase items authorized by the adopted charter school budget when purchase orders are not feasible.

Purchase slips and receipts must be turned in to the back-office provider for reimbursement within 30 days of the transaction. The back-office provider shall pay in full the credit card balances no later than the due date so that finance charges will not be incurred.

Charter school-issued credit cards shall be subject to the following:

- Personal items shall not be charged on charter school-issued credit cards. If a personal item is inadvertently purchased on a charter school-issued credit card in violation of this policy, repayment by the employee must be made immediately. Failure to make the required payment may result in an automatic deduction from the individual's next payroll disbursement. Accordingly, the charter school will require individuals issued credit cards to sign a written authorization for payroll deduction in the event of such personal use;
- The purchase of alcoholic beverages is strictly prohibited. The purchase of gasoline for a privately-owned vehicle is also prohibited without prior authorization;
- Leaving a gratuity that exceeds [15%] is prohibited;
- Airline tickets may be purchased with a charter school-issued credit card only with prior Administrator or designee approval. If the issued credit card provides for purchase incentives (i.e., points, discounts or airline mileage credits), such incentives shall only be redeemed for authorized charter school business.

Violation of the provisions of this policy may result in the revocation of the credit card and/or discipline up to and including termination of employment.

21. PAYMENT PROCEDURES

All claims for payment from charter school funds will be processed by back-office provider in conformance with charter school procedures. Payment will be authorized against invoices properly

supported by approved purchase orders, with properly submitted vouchers approved by the Board of Directors.

The Administrator will be responsible for assuring that budget allocations are observed and that total expenditures do not exceed the amount allocated in the budget.

22. PAYROLL

Preparation of payroll, including time schedules and payroll periods, will be done in accordance with each employee's agreement with the Board of Directors. Employee health, accident, dental and other types of insurance will be provided as outlined in the agreements. Mandatory payroll deductions will be withheld as required by State and Federal law.

23. EXPENSE REIMBURSEMENTS

The Board of Directors recognizes that certain expenses are incurred by charter school employees in carrying out authorized duties. The Board of Directors approves the reimbursement of necessary and reasonable expenditures as outlined in the accompanying administrative regulation and consistent with Internal Revenue Service requirements and Nevada Administrative Codes.

All approval and reimbursement procedures must be followed prior to reimbursement. Reimbursement for out-of-State travel by private vehicle will be made on the basis of air fare or mileage rate, whichever is lower.

Expense reimbursement for staff traveling on approved charter school business will be governed by the following procedures. Travel expenses include travel fares, meals and lodging and expenses incident to travel. Only travel expenses as are ordinary and necessary in the conduct of approved travel for charter school business purposes and directly attributable to it will be reimbursed. As used in this regulation an "ordinary" expense means one that is common and accepted in the profession; a "necessary" expense means one that is essential and appropriate in order to conduct charter school business.

Reimbursement procedures established by the charter school will also apply to Board of Directors members traveling on charter school business, as applicable.

Expense reimbursements for staff or board travel shall not exceed the maximum General Services Administration (GSA) approved rates.

Reimbursement will be made for ordinary and necessary meal expenses incurred in the course of approved travel for charter school business. Meals include amounts spent for food, beverage, taxes and related gratuities. Alcoholic beverages will not be reimbursed by the charter school.

Expenses in excess of the charter school's established limit are ordinarily the responsibility of the employee and may be reimbursed only with Administrator approval. Receipts for all meal expenses must be secured and attached to the claim.

Travel must be conducted in the most expeditious and cost-effective manner, as determined by the charter school.

24. INSURANCE COVERAGE

All charter school employees operating private vehicles on approved charter school business are required to complete and maintain on file with the charter school, verification of vehicle liability insurance that meets or exceeds Nevada statutory minimum limits. This verification is required annually prior to any charter school approval to conduct charter school business in a private vehicle. Employees are required to update their verification of vehicle liability information maintained on file with the charter school upon any change in the employee's vehicle insurance coverage.

It is the responsibility of the owner or driver of the vehicle to be certain that the vehicle is adequately covered by insurance. Insurance costs are included as part of the mileage reimbursement for employees authorized to use a private vehicle to conduct charter school business.

The responsibility of the charter school for damages resulting from vehicle accidents is not the same as set forth in the charter school's general liability insurance policy. The employee's insurance coverage provides primary coverage when the employee is driving his/her own vehicle on approved charter school business.

25. TRAVEL ADVANCES & REIMBURSEMENT

A travel advance may be requested when the estimated cost for meals, lodging, etc., exceeds \$50. The travel advance may be requested by completing the form provided by the charter school. Travel advances may not exceed the maximum General Services Administration approved rate.

The cost of commercial travel tickets will not be included in a cash advance request.

In the event of loss, the employee is personally responsible for cash advances issued and for any third-party use of a charter school-provided credit card.

Only one cash advance may be outstanding to any employee at any time.

26. DISPOSAL OF CHARTER SCHOOL PROPERTY

Except as stipulated in NAC 386.342, the Board of Directors may, at any time, declare charter school property as surplus and authorize its disposal when such property is no longer useful to the charter school, unsuitable for use, too costly to repair or obsolete.

If reasonable attempts to dispose of surplus properties fail to produce a monetary return to the charter school, the Board of Directors may dispose of them in another manner.

27. INFORMATION TECHNOLOGY PROCEDURES

The Board has contracted with an outside contractor to maintain SNTHS computer networks, including the maintenance of firewalls and offsite data backup. School staff is required to work closely with the contracted firm to ensure the security of School networks and data.

28. INTERNAL CONTROL TESTING

The Board of Directors will contract with an independent accounting and audit firm to perform internal control testing and review annually. School Administration and Staff Members, and are required to work closely with the contracted independent audit firm to develop and implement all necessary internal controls to ensure accurate and honest accounting at all campus locations.

29. CONFLICTS OF INTEREST POLICY AND PROCEDURE

For Employees and Administrators Conflict of Interest in Federal Awards

No SNTHS employee will make any purchase or incur any obligations for or on behalf of SNTHS from any non-governmental private business, contractor or vendor in which or with which the employee has a direct or indirect financial or ownership interest.

Purchases or contracted services from any non-governmental or private business or venture in which any employee of SNTHS has a direct or indirect financial or ownership interest will be made on a competitive bid basis in strict accordance with the following procedures:

- The interested employee, business, contractor, or vendor will seek, in writing from the Administrator, a clarification of this policy stating the transaction at issue. The interested employee, business, contractor, or vendor will fully disclose, in writing, the employee's exact relationship to the business, contractor, or vendor;
- Upon written clarification from the Administrator, which will include written specifications to be followed in advertising for bids, the affected business, contractor, or vendor may submit a bid in compliance with the specifications outlined by SNTHS.
- The interested employee will not be involved in any part of the bidding process including, but not limited to, preparing specifications or advertising, or analyzing or accepting bids.
- It will be the duty of each employee, to the best of his/her knowledge and belief, to disclose in writing to the Administrator his/her financial or ownership interest in any business or other purchase arrangement with SNTHS; and
- This policy will apply to any organization, fund, agency, or other activity maintained or operated by SNTHS.

No employee will solicit gifts, gratuities, favors, prizes, awards, merchandise, or commissions as a result of ordering any items or placing any purchase order with a business, contractor or vendor on behalf of SNTHS, nor accept anything of monetary value from a business, contractor or vendor except for unsolicited gifts of fifty dollars (\$50) or less in value.

In addition to the conflicts of interest outlined above, no employee or Administrator of SNTHS may participate in the selection, award, or administration of a contract supported by a Federal award if he/she has a real or apparent conflict of interest. Such conflicts of interest include instances where any of the following has a financial or other interest in or a tangible personal benefit from a firm considered for a contract:

1. The employee or Administrator;
2. Any the employee's or Administrator's Relatives;
3. The employee's or Administrator's Partner; or
4. An organization which employs or is about to employ any of the parties listed above. The following activities are prohibited:
 - a. The purchase during the school day of any food or service from a SNTHS contractor or vendor for individual use;
 - b. The removal of any food, supplies, equipment, or school property without proper authorization; and
 - c. Individual sales by SNTHS employees of any school property, including used items.

Any SNTHS employee or Administrator who violates this policy may be subjected to disciplinary action including, but not limited to, a fine, suspension or termination. Violations of law will be referred to local, State, or Federal authority having proper jurisdiction.

30. FOR BOARD OF DIRECTORS CONFLICT OF INTEREST POLICY

A.1. Purpose. The purpose of the conflict-of-interest policy is to protect the Corporation's interests when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director or Officer of the Corporation, might result in a possible excess benefit transaction, or otherwise jeopardize the tax-exempt status of the Corporation with the Internal Revenue Service (the "**IRS**"). This policy is intended to supplement but not replace any applicable State and Federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

A.2. Definitions. Capitalized terms used in this Addendum have the same meaning given to them in the Bylaws. In addition, the following terms, as used in this Addendum, shall have the definitions set forth below:

- a) "**Interested Person**" means any Director, Officer, Subordinate Officer, or member of an Executive Committee with Board delegated powers that has a direct or indirect Financial Interest, as defined below.
- b) "**Financial Interest**" means a Person that has, directly or indirectly, through business, investment, or family:
 - i. An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement;

- ii. A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement; or
- iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A.3. Procedures.

- a) ***Duty to Disclose.*** In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of the Financial Interest and be given the opportunity to disclose all material facts to each Director, Officer, Subordinate Officer, or member of an Executive Committee with Board delegated powers considering the proposed transaction or arrangement.
- b) ***Determining Whether a Conflict of Interest Exists.*** After disclosure of the Financial Interest and all material facts related thereto, and after any discussion with the Interested Person, he or she shall leave the Annual Meeting or Special Meeting while the determination of a conflict of interest is discussed and voted upon. Those remaining in the Annual Meeting or Special Meeting shall decide if a conflict of interest exists. A Financial Interest is not necessarily a conflict of interest. A Person who has a Financial Interest may have a conflict of interest only if the Board or appropriately designated Executive Committee decides that a conflict of interest exists.
- c) ***Procedures for Addressing the Conflict of Interest.***
 - i. An Interested Person may make a presentation at an Annual Meeting or Special Meeting regarding a potential conflict of interest, but after the presentation, such Interested Person shall leave the Annual Meeting or Special Meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - ii. The Chair shall, if appropriate, appoint a disinterested Director or Executive Committee to investigate alternatives to the proposed transaction or arrangement.
 - iii. After exercising due diligence, the Board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - iv. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the disinterested Directors or appropriately designated Executive Committee shall determine by a majority vote whether the transaction or arrangement is in the Corporation's best interest, for its benefit, and whether it is fair and reasonable. In conformity with the above determination the Board or appropriately designated Executive Committee shall make its decision as to whether to enter into the transaction or arrangement.
- d) ***Violations of the Conflicts of Interest Policy.***
 - i. If the Board or appropriately designated Executive Committee has reasonable cause to believe an Interested Person has failed to disclose actual or possible

conflicts of interest, it shall inform the Interested Person of the basis for such belief and afford the Interested Person an opportunity to explain the alleged failure to disclose.

- ii. If, after hearing the Interested Person's response and after making further investigation as warranted by the circumstances, the Board or appropriately designated Executive Committee determines that the Interested Person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

A.4. Records of Proceedings. The minutes of all Annual Meetings or Special Meetings wherein a potential or actual conflict of interest is disclosed, discussed, voted upon, and rejected or approved, shall contain:

- a) The names of the Persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of the Financial Interest, any action taken to determine whether a conflict of interest was present, and the decision by the Board or appropriately designated Executive Committee as to whether a conflict of interest in fact existed.
- b) The names of the Persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

A.5. Compensation Conflicts.

- a) A Director who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that Director's compensation.
- b) A member of an Executive Committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- c) No Director or member of an Executive Committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to the Board or any Executive Committee regarding compensation.

A.6. Annual Statements. Each Director, Officer, Subordinate Officer, or member of an Executive Committee with Board delegated powers shall annually sign a Statement which affirms that such Person:

- a) Has received a copy of this Addendum;
- b) Has read and understands the policy on conflicts of interest set forth in this Addendum;
- c) Has agreed to comply with such policy; and
- d) Understands the Corporation is a charitable organization and in order to maintain its Federal tax exemption with the IRS it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

31. FEDERAL PROGRAMS POLICY AND PROCEDURE

Allowability Policy and Procedures

SNTHS will maintain a policy and system of procedures, as described below, that comply with 2 CFR 200.302(b)(7) for determining the allowability of costs in accordance with 2 CFR 200, Subpart E (Cost Principles) and the terms and conditions of the federal award.

In accordance with 2 CFR 200.401, principles of cost as provided in 2 CFR 200, Subpart E must be used by SNTHS in determining allowable costs of work performed by SNTHS for federal awards. SNTHS personnel involved in procedures for determining the allowability of costs will be familiarized through regular and comprehensive training with the policy and procedures described here and will appropriately and consistently implement the policy and procedures as described.

Approval of allowable costs must be adequately documented by SNTHS (2 CFR 200.403(g)). This includes specific documentation for some types of costs that must be kept for costs to be allowable (i.e., time and effort documentation to support employee compensation (2 CFR 200.430(i))). SNTHS must produce all relevant documentation to support costs in the event of an audit (2 CFR 200.337).

Factors affecting allowability of costs

SNTHS Personnel responsible for determining allowability of costs allocated to federal awards will adhere to 2 CFR 200.403 and consider the following criteria before providing approval for expenditures:

- i. Costs must be necessary and reasonable for the performance of the federal award and be allocable thereto under these principles.*
- ii. A cost is considered reasonable if it meets criteria as described in 2 CFR 200.404, Reasonable Costs.*
- iii. A cost is considered allocable if it meets criteria as described in 2 CFR 200.405, Allocable Costs.*
- iv. Costs must be incurred during the approved budget period and/or period of performance.*
- v. Costs must be part of the approved budget as defined in the executed subaward for the federal grant.*
- vi. Costs must conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.*
- vii. Costs must be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the SNTHS.*
- viii. Costs must be accorded consistent treatment. A cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the federal award as an indirect cost.*

- ix. *Costs must be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 CFR 200, Subpart E.*
- x. *A cost must not be included or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.*
- xi. *Costs must be evaluated for allowability pursuant to 2 CFR 200.420 – 200.475, General Provisions and Considerations for selected items of cost.*

Costs for Goods or Services:

- i. The SNTHS Office Manager prepares a purchase order (PO) with costs indicated for goods or services. The federal award to which the costs are allocated must be listed on the PO. Pursuant to State Public Charter School Authority (SPCSA) requirements, if individual items are over \$250 each, three quotes for costs for the listed items should be attached to the PO for review. Any additional backup documentation to support the costs as being necessary, reasonable, and allocable to the federal award must be attached to the PO. The PO is submitted to the Executive Director for review and approval.
- ii. The Administrator reviews the costs listed on the purchase order to determine if they are necessary, reasonable, and allocable to the federal award and comply with section A of this document – Factors affecting allowability of costs. If required, the Administrator will review the three attached quotes and determine that the best price for the item(s) are obtained.
- iii. If the Administrator determines the costs on the PO are allowable, the Administrator will sign the PO. The signature of the Administrator on the PO indicates that an allowability review was conducted and costs were approved as allowable.
- iv. A copy of the approved PO and all applicable backup documentation will be maintained according to the records retention policy and procedures. The approved PO and attached backup documentation serves as adequate documentation to support the allowability of costs for goods and services allocated to federal awards.

Procurement Under a Federal Award

In addition to its other policies and procedures regarding procurement, The Public Charter School will adhere to the following requirements when making procurements under a Federal award. The Public Charter School will:

- Ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product or service to be produced, and set forth those minimum essential characteristics and standards to which the material, product or service must conform.
- Provide documentation of the method to be used to conduct technical evaluations of the received proposals and for selecting recipients, which will include the factors to be

considered in the evaluation, who performs the evaluation, the number of evaluations performed, the timeframe for conducting the evaluations and selecting a vendor. and whether another position reviews the evaluation.

- Maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.
- Avoid acquiring unnecessary or duplicative items.
- Consider consolidating procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- Maintain a list of prequalified persons, firms, or products which are used in acquiring goods and services and include enough qualified sources to ensure maximum open and free competition.
- Award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the 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.

Maintain records sufficient to detail the history of procurement. These records will include:

- Rationale for the method of procurement;
- Selection of contract type;
- Contractor selection or rejection; and
- The basis for the contract price.
- The use of a time and materials use contract is prohibited unless the Public Charter School determines that no other contract is suitable. Time and materials use contract means a contract whose cost to the charter school is the sum of:
 - The actual cost of materials; and
 - The direct labor hours charged at an hourly rate that reflects wages, general and administrative expenses, and profit.
- Be responsible 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.
- The charter school will adhere to any additional procurement rules as applicable to specific Federal programs

An inventory of all capital purchases, equipment, curricula, and library/reference books in the school will be compiled annually by the Administration. The physical inventory will be

compared to the general ledger totals; any significant difference will be reviewed and corrected by the Staff Member.

Property Classifications

- *Equipment* means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Public Charter School for financial Statement purposes, or \$5,000. 2 C.F.R. §200.33.
- *Supplies* means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the Public Charter School for financial Statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
- *Computing devices* means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
- *Capital assets means* tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
 - Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease purchase, exchange, or through capital leases; and
 - Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

Inventory Procedure

- i. Approval for purchases is notated through email notification, or when needed by a vendor, on Purchase Order forms after verifying the funds are available through the CFSGA and the GRA; only items approved in the CFSGA will be considered for purchase. Specific funding sources must be identified prior to approval.
- ii. Once an order or a signed Purchase Order is submitted to a vendor, the original order or PO and a copy of the invoice and packing slips are submitted to the Staff Member upon delivery. Records are stored in the office of the Staff Member, and electronically.
- iii. Upon receipt of new items, the principal, or the designated receiving staff, will inspect the inventory to ensure it's in good condition and that it matches the item specified on the purchase order and invoice. The invoice is delivered to the Staff Member who enters the information into accounting records (property management system).

Inventory Records

SNTHS will maintain an inventory management system, including inventory records, that complies with 2 CFR 200. 313(d) to ensure a full accounting of all grant funds expended for purchasing equipment, supplies, or other tangible property in connection with each grant program. Inventory records will be available for all reporting requirements, monitoring activities, program performance and fiscal audits.

The SNTHS inventory management system is part of the financial management system, includes records documenting compliance with Federal Statutes, regulations, and the terms and conditions of the Federal Award, and is sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditure adequate to establish that such funds have been used according to the Federal Statutes, regulations, and terms and conditions of the Federal Award.

The charter school will maintain a complete property inventory that lists all school sites, buildings, equipment, and supplies with a value greater than \$500. This inventory will be updated as necessary. The charter school will maintain an inventory of all capital assets in accordance with governmental accounting standards. The charter school's inventory will be updated annually to include property newly purchased and disposed. Capital assets include all charter school-owned property such as land, buildings, improvements to property other than buildings (i.e., parking lots, athletic fields, playgrounds, etc.), and equipment with a value greater than \$500. This applies to fiscal record retention as well, see Section L.

Inventory Management System

SNTHS uses cloud-based inventory tracking software Asset Panda or similar product. Asset Panda is a cloud-based platform that offers a suite of applications, including asset tracking and maintenance management. It is compatible with Windows, Mac, iPad, and iPhone and can be used from anywhere while updating real-time data.

Asset Panda helps users assign contacts by location and track depreciation. SNTHS uses a barcode scanner (an iPad) to look up asset details and automate pick lists. To retrieve or access the database, an authorized user can log in via an email through a web browser, tablet, or phone device. The IT Contractor is responsible for the management and administration of the system.

Asset Panda offers customized exporting and reporting features. Reports can be automated via email, with the ability to add custom calculation fields (and designate if each field should be required) before sending. Lastly, Asset Panda allows staff, students, and families to sign their technology use agreement digitally and can send a digital copy via email to those who wish to receive a digital copy.

- i. Authorization for inventory purchases is acquired via purchase order request and then approved by the Administrator, after verifying the allowability of the costs and availability of funds. Only authorized items will be considered for purchase. Specific funding sources must be identified before authorization to obligate funds and approval of purchase orders.

- ii. Once an approved Purchase Order (“PO”) is submitted to a vendor, the original order documentation and PO are provided to school staff. Upon delivery, copies of the invoice and packing slips are also submitted to the School Office Manager. Hard copy records are stored in the school's main office and electronically.
- iii. Upon receipt of new items, the School Office Manager and either the IT Contractor or the Administrator (nontechnology related purchases) will inspect the inventory to ensure it’s in good condition and that it matches the item(s) specified on the purchase order, invoice, and packing slip. Items are then identified and tagged, and relevant information is then entered into the Asset Panda by IT Contractor or Administrator by the end of the business day.
- iv. After the new inventory has been identified, tagged, and entered into the Asset Panda, items are stored in a secure location as directed by the Administrator.

Physical Inventory

Once a year, in May, the written inventory is printed from Asset Panda and all items are catalogued by the Administrator or their delegate. Maintenance of Equipment In accordance with 2 C.F.R.313(d)(4), Public Charter School maintains adequate maintenance procedures to ensure that property is kept in good condition.

Lost or Stolen Items

- Public Charter School maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property.
- Computing devices stored in areas that can be locked and/or stored in a locked classroom. Computing devices must be checked out by a certified teacher or paraprofessional and to be used within the school building only and are not allowed to be taken off-site.
- If the equipment is lost or suspected to be stolen, the Administrator is notified. If the device is suspected to be stolen, the Administrator will launch an investigation into the stolen device. The Administrator would conduct interviews and file a police report if necessary. The lost/stolen property will remain listed in the inventory until the close of the school year.

Disposal of Equipment

A staff member or the IT Contractor will identify the fair market value of the item(s) to be sold. The Staff Member/IT Contractor and Administrator will set a price range in which the item(s) can be sold. The Administrator will handle the sale of the unneeded equipment. The number of offers received must be greater than 3 (if lower than the asking price). If a full price offer is received, one offer is sufficient.

School Property

Real Property

Prior to acquiring real property, such property will be appraised by an appraiser certified in the State. The appraised value will be used to establish the fair market value of the property. If the Board is purchasing a site for educational purposes, such building site will be located within the boundaries of the area identified in schools charter application unless an amendment to the charter has been approved by SPCSA.

Personal Property

The Public Charter School may purchase personal property as deemed necessary for the effective operation of the Public Charter School by any means deemed appropriate when the expenditure of funds will be less than \$50,000. When the purchase of personal property (except for curricular materials) is reasonably expected to cost \$50,000 or more, the Public Charter School will obtain a minimum of three quotes. Purchases over \$100,000 require a formal competitive bid process outlined in statute.

Construction of School Property

The Public Charter School may enter into contracts for construction of school property as deemed necessary for the effective operation of the Public Charter School by any means deemed appropriate when the expenditure of funds will be less than \$50,000. When the construction of school property is reasonably expected to cost fifty thousand dollars (\$50,000) or more, the Public Charter School will obtain a minimum of three quotes.

Tax-Exemption

All Public Charter School property used exclusively for educational purposes is tax-exempt.

Travel Costs Under Federal Award

General

Travel costs include expenses for transportation, lodging and food, and related items incurred by employees who travel on official business under a Federal award. Such costs may be charged on an actual cost basis, or on a per diem mileage basis, or on a combination of the two, provided the method used is applied to the entire trip and not selected days of the trip.

Types of Travel

In-Area

Public Charter School employees and Administrators will be reimbursed for actual and necessary expenses incurred within the charter school area while attending to charter school business. Actual mileage driven for preapproved in-area travel will be reimbursed. It is the responsibility of the Board to review travel by the Administrator within the Public Charter School area.

Out-of-Area

Travel outside of the Public Charter School area must be pre-approved. Administrators will obtain Board approval prior to incurring out-of-area travel expenses, while employees will obtain prior approval from the Administrator. Public Charter School employees and Administrators will be reimbursed for actual food expenses, not to exceed IRS established per diem rates, for out-of-area travel requiring an overnight stay. Public Charter School employees and Administrators will also be reimbursed for actual and necessary non-food expenditures.

Lodging and Subsistence

Costs incurred by employees, Administrators and Board members for travel, including costs of lodging, other subsistence, and incidental expenses, will be considered reasonable and otherwise allowable only to the extent

such costs do not exceed charges normally allowed by the Public Charter School in its regular operations. If these costs are charged directly to the Federal award, the charter school will maintain documentation justifying the following:

- i. The participation of the individual is necessary to the Federal award; and
- ii. The costs are consistent with this policy and any related procedures.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences are allowable provided that:

- i. The costs are a direct result of the individual's travel for the Federal award;
- ii. The costs are consistent with this policy and any related procedures; and
- iii. The costs are temporary, lasting only during the travel period.

Travel costs for dependents are not allowable, except for travel of a duration of six-months or more with prior approval of the Federal awarding agency

Commercial Air Travel

Airfare costs which exceed the basic, least expensive unrestricted accommodations class offered by commercial airlines are not allowable except when such least expensive accommodations would:

- i. Require circuitous routing;
- ii. Require travel during unreasonable hours;
- iii. Excessively prolong travel;
- iv. Result in additional costs that would offset the transportation savings; or
- v. Offer accommodations not reasonably adequate for the traveler's medical needs.

Documentation of Expenses

Expenses not in compliance with this policy will not be reimbursed nor paid for by the Public Charter School. Prior to reimbursement of actual and necessary expenses, the charter school employee or Administrator must submit a detailed receipt indicating the date, purpose, and nature of the expense for

each claim item and the appropriate travel expense or voucher form. Expenses requiring prior approval must also include a copy of the written prior approval. Employees will submit their receipts, travel expense and voucher forms, and documentation of prior approval, where necessary, to the Administrator. The Administrator will submit such documentation to the Board. Failure to provide a detailed receipt will make the expense non-reimbursable. In exceptional circumstances, the Board may allow a claim without a proper receipt. Written documentation explaining the exceptional circumstances will be maintained as part of the charter school record of claim. The Board directs the Administrator to promulgate procedures specifying which expenses will be reimbursable for travel of different distances and durations.

Time and Effort Documentation

Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. Such work must be documented as delineated in the Code of Federal Regulations.

No employee will make any purchase or incur any obligations for or on behalf of the Public Charter School from any non-governmental private business, contractor or vendor in which or with which the employee has a direct or indirect financial or ownership interest.

Purchases or contracted services from any non-governmental or private business or venture in which any employee of the Public Charter School has a direct or indirect financial or ownership interest will be made on a competitive bid basis in strict accordance with the following procedures:

- i. The interested employee, business, contractor, or vendor will seek, in writing from the Administrator, a clarification of this policy stating the transaction at issue. The interested employee, business, contractor, or vendor will fully disclose, in writing, the employee's exact relationship to the business, contractor, or vendor;
- ii. Upon written clarification from the Administrator, which will include written specifications to be followed in advertising for bids, the affected business, contractor, or vendor may submit a bid in compliance with the specifications outlined by the Public Charter School
- iii. The interested employee will not be involved in any part of the bidding process including, but not limited to, preparing specifications or advertising, or analyzing or accepting bids.
- iv. It will be the duty of each employee, to the best of his/her knowledge and belief, to disclose in writing to the Administrator his/her financial or ownership interest in any business or other purchase arrangement with the Public Charter School; and
- v. This policy will apply to any organization, fund, agency, or other activity maintained or operated by the Public Charter School.

No employee will solicit gifts, gratuities, favors, prizes, awards, merchandise, or commissions as a result of ordering any items or placing any purchase order with a business, contractor or vendor on behalf of the Public Charter School, nor accept anything of monetary value from a business, contractor or vendor except for unsolicited gifts of fifty dollars (\$50) or less in value.

In addition to the conflicts of interest outlined above, no employee or Administrator of the Public Charter School may participate in the selection, award, or administration of a contract supported by a Federal award if he/she has a real or apparent conflict of interest. Such conflicts of interest include instances where any of the following has a financial or other interest in or a tangible personal benefit from a firm considered for a contract:

- The employee or Administrator;
- Any the employee's or Administrator's Relatives;
- The employee's or Administrator's Partner; or
- An organization which employs or is about to employ any of the parties listed above.

The following activities are prohibited:

- The purchase during the school day of any food or service from a Public Charter School contractor or vendor for individual use;
- The removal of any food, supplies, equipment, or school property without proper authorization; and
- Individual sales by Public Charter School employees of any school property, including used items.

Any Public Charter School employee or Administrator who violates this policy may be subjected to disciplinary action including, but not limited to, a fine, suspension or termination. Violations of law will be referred to local, State, or Federal authority

32. GRANT EXPENDITURES AND REQUIREMENTS

The school under the direction of the Board of Directors s will comply with all requirements under the grant as approved by the Board of Directors . This includes the proper expenditure of funds as budgeted in the grant including, but not limited to, salaries and benefits, time and effort, travel, equipment and supplies, contracts, and training stipends.

When expending State or Federal funds under the grant, or when requesting reimbursement under the grant, the school must have the following documentation:

For any purchase

- Billing spreadsheet
- Three or more quotes when required by the grant
- Invoice
- Proof of Payment - receipt must clearly identify what was purchased
- Evidence that materials have been received or services have been provided
- Evidence that any purchased materials have been added to the inventory
- Time and Effort
- Billing spreadsheet
- Staff Time Sheets - signed by supervisor and employee
- Student sign in sheets - signed by students (if tutoring)

- Payroll Register with highlighted salaries and benefits clearly identified
- Time and Effort Documentation - when required
- Professional Development
- Billing spreadsheet
- Paid Invoices
- Sign in sheets
- Agendas
- Training materials
- A detailed description of how it will impact student achievement (Narrative)

Travel

- School travel reimbursement form for each traveler, if required
- GSA Rates printed out
- Receipts
- Proof of payment
- Payroll
- Billing spreadsheet
- Payroll Register with highlighted salaries and benefits clearly identified
- Proof of payment
- Time and Effort Documentation/ Personal Activity Report (PAR), if required

33. PROCUREMENT POLICY AND PROCEDURE

PROCUREMENT OF GOODS PURPOSE OF PROCUREMENT

The overall purpose of the procurement policy and procedure is to ensure that SNTHS gets the highest quality of desired goods and services at the best price possible. Further, the policy is aimed at streamlining the process of procurement while maintaining adequate controls. These procurement procedures apply to all staff involved in the procurement process and to all types of procurement.

Procurement Planning

Procurement planning is part of the annual budgeting process. The SNTHS Administrator is responsible for planning his/her project's estimated procurement needs on an annual basis through the use of the annual procurement plan (APP)/procurement spreadsheet, which indicates the items to be bought in the various quarters of the year. The APP will also require the final approval of the Board Treasurer. The Administrator or Designee will update the APP throughout the year based on grant awards and various needs of the school on a continuous basis and as needed.

Some grants do prescribe some conditions or restrictions required to be observed in the course of procurement pertaining to the project they fund. It is the responsibility of the Administrator to ensure that such donor requirements and restrictions are observed in the procurement of goods and services but within the framework of SNTHS's procurement guidelines.

Controls On Procurement

Goods and services will only be procured within approved budgets except in case of emergencies, which must be approved by the Executive Director or Board Treasurer. Thus, in addition to being responsible for preparing the APP/budget, the Administrator should ensure that actual procurement throughout the year remains within the budget.

It is the responsibility of the person who signs the local purchase order (LPO) to verify that the following have been done, whether or not he/she actually collects the goods concerned.

- i. That the correct quantity has been received and signed.
- ii. That the quality and price of goods is as agreed.
- iii. That all goods delivered have been securely and inventory records appropriately updated.
- iv. That the delivery note is checked, signed, and forwarded to the financial officer to await
- v. the invoice.
- vi. That 3 quotes have been generated for any items over \$200 and all technology purchases regardless of price.
- vii. Staff engaging in procurement activities will be required to adhere to the Conflicts of Interest Policy and Procedure, stating that they will not purchase goods or services from a company they have a vested interest.

The Procurement Process Report

Upon receipt of requisitions, the Staff Member will first verify that the requisition is properly approved according to the signing authority. After this, he/she will begin the process of sourcing for the goods. The procurement report worksheet is updated to reflect requisition as they are received. It also includes information on status of each procurement requisition, complete with expected delivery date. This is to be submitted to the Administrator on a quarterly analysis.

The Staff Member is required to present a monthly financial report on procurement to the Administrator.

Vendor Selection

Careful selection of vendors should be done to ensure that best possible price, quality and delivery time available within the markets is obtained. A list of suitable vendors (the list of pre-qualified vendors), for each type of goods and services based on letters of introduction and past performance shall be maintained. This will make the process of vendor identification much faster. The vendor list shall be reviewed and updated periodically to ensure that current known factors are taken into consideration. Once the previous year's list of vendors has been updated and approved by the procurement committee, procurement of goods, and services can be effected. Vendor selection for inclusion on the list of pre-qualified vendors will take place once per year.

Vendor Selection Criteria

The following set of criteria is essential for deciding on choice of vendors:

- i. Price- lowest price out of 3 quotes or Sole Source
- ii. Quality of goods/services. Such a justification must be verifiable.
- iii. Availability of goods/services within the required delivery time.

- iv. After sale services, including availability of parts/supplies.
- v. Bidder's previous records of performance and service.
- vi. Vendor search on SAM.GOV to ensure vendor is not reported as being debarred or is on the debarment list.
- vii. Ability of vendor to render satisfactory service in this instance.
- viii. Financial stability of the vendor.
- ix. Availability of bidder's representatives to call upon and consult with
- x. Payment terms
- xi. Warranty offered.
- xii. Ability to provide samples

Procedure For Tender

The Staff Member will send an invitation to tender to each supplier listed to be invited. The vendors will pick up tender documents at SNTHS specifying the goods and details or any relevant information needed to get accurate bids. All suppliers must receive the same information.

Use Of Dealers And Sole Suppliers

In the interest of ensuring quality, reliability and timeliness, the Staff Member may establish purchase agreements or contracts with main dealers of regularly purchased goods. Where possible due to other factors, the Staff Member will negotiate rates and discounts with the supplier or a method to determine price for invoice justification. These agreements and prices (net of discounts) should be reviewed annually to ensure that they are competitive.

Local Purchase Orders (Lpo) With Vendors

The LPO is a contract with vendors should include all information regarding the goods and services being procured as well as standard terms of delivery, payment and arbitration in case of dispute. If contracts are precise and clear, possibilities of disputes will be reduced, and SNTHS will stand far greater chance of receiving the goods and services as expected. Upon selection of a vendor, a legally binding contract or work order should be drawn-up for the goods and services in question and signed by both parties prior to procurement. Detailed specifications; quantities, unit prices, delivery deadlines, locations, and payment schedules must be specified in such contracts.

Order For Recurring Requisition

Procurement of a recurrent nature, i.e. where the same goods and services may be issued several times a year, one vendor may be selected for a period of up to one year. In some cases, particularly for services, contracts for the goods or services can be drawn up once, which may then be referenced every time those goods or services are required without requiring separate quotations and contracts on each occasion. In other cases, particularly for regularly purchased goods, vendors can be selected once, but separate contracts drawn-up on each occasion the vendors are used.

Certifying Delivery Of Goods And Services

The procurement process cannot be completed without certification that the goods and services satisfaction of the requisition. The procedure for receiving goods and services is therefore important in ensuring that vendors have entirely met their obligations. Once SNTHS has certified that goods and services have been received to their satisfaction payment can then be made.

In all cases, the certification of receipts of goods and services is pre-requisite to SNTHS and the following guidelines are essential for that purpose.

- i. The Staff Member should ensure that goods and services are checked against contracts, waybills, invoices, or delivery notes.
- ii. The Staff Member at the time of delivery will facilitate the receiving and checking of goods and services whereby the receiving person will have to sign the delivery notes or any other documents during delivery.
- iii. Physical checking should be done by the requisitioning department.
- iv. In some cases, receiving of goods and the physical checking of goods or services may be delegated to other SNTHS's staff who are so authorized by the Administrator. This includes cases where goods of services require a specialist's technical certification.
- v. Any differences between documents done physical checks should be noted and reported to the Administrator for action.

Payment-Processing Procedure

The Administrator is responsible for preparing payment requisition, and then forwarding that to the Staff Member for checking and certifying. The document is then sent to the back-office provider for further checking and necessary approval and authority to pay. All payments must be made in accordance to the contractual terms between the vendor and SNTHS and in reference to the financial policies.

Procurement Of Services Appointing And Paying Consultants

Consultants' services shall be sought for:

- i. A job for which the required technical expertise does not exist in-house at SNTHS.
- ii. A job that is not ongoing and hence does not require full time staff.
- iii. A job that does not require more than 6-months continuous engagement.

The following procedure shall be observed for engaging the services of a consultant at SNTHS in the amount over \$20,000.

- i. The decision to hire the services of a consultants shall be taken by the Administrator or the Board of Directors in services over \$20,000.
- ii. The Administrator shall send invitation to specific appropriate consultant(s) requesting for proposal for the consultancy by a Stated date.
- iii. The proposals received shall be reviewed by a panel composed of the various heads of department and the ensuing recommended name shall be submitted to the Administrator who shall discuss with the SNTHS board.
- iv. The terms of reference for the consultancy shall be mutually agreed upon

- v. The contract agreement shall be signed by both parties before commencement of the consultancy assignment.
- vi. Payment is conditional on satisfactory completion of the whole job unless the agreement provides for installments at completion of specifically agreed components/tasks.

Procurement Under Federal Award

In addition to its other policies and procedures regarding procurement, The Public Charter School will adhere to the following requirements when making procurements under a Federal award. The Public Charter School will:

- i. Ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product or service to be produced, and set forth those minimum essential characteristics and standards to which the material, product or service must conform.
- ii. Provide documentation of the method to be used to conduct technical evaluations of the received proposals and for selecting recipients, which will include the factors to be considered in the evaluation, who performs the evaluation, the number of evaluations performed, the timeframe for conducting the evaluations and selecting a vendor. And whether another position reviews the evaluation.
- iii. Maintain oversight to ensure that contractors perform in accordance with terms, conditions and specifications of their contracts or purchase orders.
- iv. Avoid acquiring unnecessary or duplicative items.
- v. Consider consolidating procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- vi. Maintain a list of prequalified persons, firms, or products which are used in acquiring goods and services and include enough qualified sources to ensure maximum open and free competition.
- vii. Award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the 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.
- viii. Maintain records sufficient to detail the history of procurement. These records will include:
 - a. Rationale for the method of procurement;
 - b. Selection of contract type;
 - c. Contractor selection or rejection; and
 - d. The basis for the contract price.
- ix. The use of a time and materials use is prohibited unless the Public Charter School determines that no other contract is suitable. Time and materials use contract means a contract whose cost to the charter school is the sum of:
 - a. The actual cost of materials; and
 - b. The direct labor hours charged at an hourly rate that reflects wages, general and administrative expenses, and profit.

- x. Be responsible 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.
- xi. The charter school will adhere to any additional procurement rules as applicable to specific Federal programs

An inventory of all capital purchases, equipment, curricula, and library/books in the school will be compiled annually by the Administration. The physical inventory will be compared to the general ledger totals; any significant difference will be reviewed and corrected by the Staff Member.

34. RECORD RETENTION POLICY AND PROCEDURES

SNTHS will maintain a system of record retention for federal grants, including all applicable fiscal and program related records, that complies with 2 CFR 200. 334, 34 CFR 76.730 34 CFR 81.31 to ensure full accounting of all grant funds expended for program activities. Records will be made available for all reporting requirements, monitoring activities, and for program performance and fiscal audits. All applicable fiscal and program records related to federal grants will be maintained for a minimum of 6 years (five years previous plus the current fiscal year).

The SNTHS record retention system is part of the financial grant management system; and includes records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal grant subaward; is sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and is sufficient to permit the tracing of funds to a level of expenditure adequate to establish that such funds have been used according to the federal statutes, regulations, and terms and conditions of the federal grant subaward.

SNTHS personnel involved in maintaining the record retention system will be familiarized through regular and comprehensive training with the policy and procedures described here and will appropriately and consistently implement the policy and procedures as described.

Record Retention Procedure

- i. Current school year grant program-related records (hard copies) for SNTHS are stored in a locked file cabinet in the Principal's office and maintained by the Principal. The Principal, Executive Director and Office Manager have access to the locked file cabinet. Electronic copies of grant program records for SNTHS are stored on a shared cloud drive with access available only to the Principal, Executive Director and Office Manager.
- ii. Hard copy grants fiscal and program records for SNTHS are removed from the locked file cabinets by the Office Manager and the Principal at the end of each school year and placed into boxes to be archived in a locked records closet on site at the school. Archived, hard copy records are stored for 5 years.

- iii. Electronic grant-related records for SNTHS in the shared cloud drive are stored in perpetuity, however, files are archived electronically after 5 years within the shared drive system.

Retention for other Documents

Any other records will be maintained per the Nevada State Library Archives retention schedule for “Records with a retention schedule related to School Districts”, as applicable: [School Districts - R2020](#)

Responsible Staff

SNTHS charter school administrative staff and school leadership will be responsible for the organization and retention of official public records, by key personnel as designated by the school Principal. Records may be stored electronically, or physically printed, or both.

35. TIME & EFFORT POLICY AND PROCEDURES

SNTHS will maintain records and accounts to ensure full accounting of all grant funds received and expended in connection with each grant program, and made available for monitoring activities, and for performance and fiscal audits.

Definition of Effort

Effort Reports shall reasonably reflect the percentage distribution of effort expended by SNTHS faculty, staff, and students involved in sponsored grant-funded projects. The Effort Report must represent, in percentages totaling 100%, a reasonable estimate of an individual’s actual effort for the period being reported. 100% effort is defined as the effort expended to accomplish the full set of activities for which an individual received compensation from SNTHS regardless of the number of hours expended on those activities. 100% effort is not defined as a certain number of hours or days per week. It does not depend on FTE status.

- i. Sponsored grant funded project activities
- ii. Institutional (non-sponsored grant funded) activities:
 - a. Service % Effort on A + % Effort on B must equal 100%

Employees to Whom This Policy Applies

Each staff, teacher, or employee whose time is partially or fully committed to a Federally sponsored project shall complete Effort Reports as required. Reporting is required regardless of whether such time is paid by the sponsor, or is an unpaid contribution (i.e., an “in-kind” or cost share match). Committed in-kind or cost share matches, whether voluntary or mandatory, must be included in Effort Reports.

Grant funded positions will be compensated similar to a non-grant funded position.

Time and Effort Documentation

Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. Such work must be documented as delineated in the Code of Federal Regulations. SNTHS, under the direction of the Board of Directors, will comply with all requirements under the grant as approved by the Board of Directors. This includes the proper expenditure of funds as budgeted in the grant including, but not limited to, salaries and benefits, time and effort, travel, equipment and supplies, contracts, and training stipends. When expending State or Federal funds under the grant, or when requesting reimbursement under the grant, the school must have the following documentation:

Time and Effort

- Billing spreadsheet
- Staff Time Sheets - signed by supervisor and employee
- Student sign in sheets - signed by students (if tutoring)
- Payroll Register with highlighted salaries and benefits clearly identified
- Time and Effort Documentation – when required

Payroll

- Billing spreadsheet
- Payroll Register with highlighted salaries and benefits clearly identified
- Proof of payment
- Time and Effort Documentation/ Personal Activity Report (PAR), if required

Certification of Effort

Federal requirements stipulate that anyone certifying another individual must have first-hand knowledge of that individual's actual effort. Therefore, each faculty member is responsible for certifying his or her own Effort Report. The PI/PD is responsible for certifying the Effort Report of grant project staff.

Reporting System

SNTHS uses an "after-the-fact" effort reporting system to certify that salaries charged or cost shared to Sponsored Grant Funded Projects are reasonable and consistent with the work performed. This indicates that the distribution of salaries and wages will be supported by activity reports signed by the employee and certified by a responsible person with suitable means of verification that the work was performed at the end of the specified reporting periods.

Payroll Context Effort Reports and payroll distributions are not the same. Payroll distributions are estimates of how effort is anticipated to be expended. The effort reporting process is a method for confirming salary charges made to all sponsored awards. Federal grant pay should be paid over the period that the services are performed.

Roles and Responsibilities

The SNTHS Administrator and their designee is responsible for the distribution, collection, and retention of all employee Effort Reports. Individually reported data will be made available only to authorized auditors. The Administrator will be responsible for verifying that the information provided by any individuals working on their grants is accurate.

Compliance Issues

The Federal government can impose severe penalties and funding disallowances as a result of missing, inaccurate, incomplete, or untimely effort reporting. SNTHS expects that teachers, staff, and employees will complete Effort Reports accurately and in a timely manner. Auditors will comment on any of the following:

- Late reports
- Effort certified by someone without first-hand knowledge
- Percentage of effort outside of sponsored project is not sufficient to cover teaching, service, and other work
- Revisions to Effort Reports
- Significant inconsistencies between the Effort Report and other related document

36. TRAVEL POLICY AND PROCEDURE

Travel costs include expenses for transportation, lodging and food, and related items incurred by employees who travel on official business. Such costs may be charged on an actual cost basis, or on a per diem mileage basis, or on a combination of the two, provided the method used is applied to the entire trip and not selected days of the trip.

SNTHS employees will be reimbursed for actual and necessary expenses incurred within the charter school area while attending to charter school business.

After approval by the Principal, it is the responsibility of back-office provider to process travel reimbursement.

Reimbursable mileage is actual miles driven from the school office to the location, and back to the school.

Travel Request Form

Travel, if allowable under the Federal award, must be compliant with the Federal award letter. Travel outside of the SNTHS area must be pre-approved from the Principal. Upon that approval, employees will submit a travel request with details and billable information.

Actual Costs

SNTHS employees will be reimbursed for actual food expenses, not to exceed GSA established per diem rates, for out-of-area travel requiring an overnight stay. SNTHS employees and Administrators will also be reimbursed for actual and necessary non- food expenditures.

Lodging and Subsistence

Lodging Costs are not to exceed GSA established rates, unless per certain circumstances per State or Federal rules. Costs incurred by employees, principals/Administrators and/or board members for travel (including costs of lodging, other subsistence, and incidental expenses) will be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by SNTHS in its regular operations. If these costs are charged directly to the Federal award, the charter school will maintain documentation justifying the following:

- i. The participation of the individual is necessary to the Federal award; and
- ii. The costs are consistent with this policy and any related procedures.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences are allowable provided that:

- i. The costs are a direct result of the individual's travel for the Federal award;
- ii. The costs are consistent with this policy and any related procedures; and
- iii. The costs are temporary, lasting only during the travel period.

Travel costs for dependents are not allowable, except for travel of a duration of six-months or more with prior approval of the Federal awarding agency.

Commercial Air Travel

Airfare costs which exceed the basic, least expensive unrestricted accommodations class offered by commercial airlines are not allowable except when such least expensive accommodations would:

- i. Require circuitous routing;
- ii. Require travel during unreasonable hours;
- iii. Excessively prolong travel;
- iv. Result in additional costs that would offset the transportation savings; or
- v. Offer accommodations not reasonably adequate for the traveler's medical needs.

Documentation of Expenses

Expenses not in compliance with this policy will not be reimbursed nor paid for by SNTHS. Prior to reimbursement of actual and necessary expenses, employees must submit a detailed receipt indicating the date, purpose, and nature of the expense for each claim first to the Principal along with evidence of attendance, etc.

Reimbursement Management

Only travel expenses that are ordinary and necessary in the conduct of approved travel for charter school business purposes and directly attributable to it will be reimbursed. "Ordinary" expense means one that is common and accepted in the profession; a "necessary" expense means one that is essential and appropriate in order to conduct charter school business. Reimbursement procedures established by the charter school will also apply to Board of Directors members traveling on charter school business, as applicable.

Expense reimbursements for staff or board travel shall not exceed the maximum General Services Administration (GSA) approved rates.

Advance Per Diem checks may be requested instead of paying out of pocket and submitting receipts through back-office provider. Per Diem Checks should be request with at least 2 weeks' notice, and will be in exact correlation to GSA Rates.

Reimbursement will be made for ordinary and necessary meal expenses incurred in the course of approved travel for charter school business. Meals include amounts spent for food, beverage, taxes and related gratuities. Alcoholic beverages will not be reimbursed by the charter school.

Expenses in excess of the charter school's established limit are ordinarily the responsibility of the employee and may be reimbursed only with Principal or Administrators approval. Receipts for all meal expenses must be secured and attached to the claim.

Travel must be conducted in the most expeditious and cost-effective manner, as determined by the charter school.