1.00P MISSION STATEMENT
ArtSpace Charter School

ArtSpace Charter School offers a complete education, through an integrated curriculum centered around the visual and performing arts, utilizing an experiential approach. We believe in a family-centered, cooperative approach to education that encourages parental involvement and community service in order to nurture responsible citizenship.

1.00P VISION STATEMENT
ArtSpace Charter School

The ArtSpace Charter School community will be a national benchmark in educational excellence through integration of the arts.
INDEX - Numeric*

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2.08  Archive Room – Sensitive Documents

*Number including “P” indicates Procedure, Protocol, or Plan

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P.A.C.E., Inc.

1.01 Overall Control And Supervision

The P.A.C.E. Inc. Board shall have general control and supervision of all matters pertaining to the school and the Board shall enforce the school’s policy manual. All decision-making authority not specifically reserved for the Board or specifically delegated by these policies or by state law or regulation is delegated to the Executive Director of the School, for administrative decision-making.

This collection of policies explains the official position of P.A.C.E. Inc. Board and is public information. These policies apply to all individuals, groups, and organizations under the jurisdiction of the P.A.C.E. Inc. Board. These adopted policies supersede and make null and void any previously adopted policies.

P.A.C.E. Inc. Policies are not meant to be all-inclusive and they will be periodically reevaluated and altered where and when necessary. New policies will be added when needed.

Any policy addition or revision will be entered on a separate sheet to replace the old policy and will bear the date of adoption. When a new or revised policy supersedes another, the old policy shall be deleted from the manual. An updated Table of Contents will accompany any deleted or added policies. An updated policy manual shall be kept in the front office of ArtSpace Charter School. Each Board member, as well as those assigned a policy manual by the Director, shall also keep their own policy manual updated as needed.

Adopted – May 12, 2005
Revised – November 16, 2010

Page 1 of 1
2.01 Email Communication Policy

1. Email sent to the board list should be addressing a topic appropriate to board business and board members should refrain from posting commentary or message intended to be entertaining. Messages should advance the business of the board.

2. Members should refrain from quoting private correspondence in an email message sent onto the public board list without permission of the source. When permission is granted, the quoting email should state that permission was obtained.

3. Messages should not be typed in ALL CAPS and the writer should make every effort to present a professional and properly composed letter.

4. Members should refrain from sending defamatory or inflammatory messages. The best procedure is to have a second person review any email privately, prior to sending, if a message may be inflammatory or defamatory.

5. Email sent to the board email list is a matter of public record and may be quoted without permission in any context.

6. Email communication must remain in compliance with open meeting laws at all times.

7. Use care when replying privately to email posted publicly. The “from” address may need to be changed.

8. Board members must use care in not posting information from a closed session or pertaining to a closed session to the email on public record.

Adopted - May 16, 2006
Amended April 21, 2015

P.A.C.E., Inc.
2.02 Board Member Code of Ethics

As P.A.C.E. Board members, we recognize the importance of our actions and decisions as they reflect directly upon each of us, each teacher, each staff person, each student, and the community as a whole. In our leadership roles we are charged with the ethical principles that guide our work to uphold the highest standards of education for the students at ArtSpace Charter School.

Ethical dilemmas occur when values are in conflict. The P.A.C.E. Board member Code of Ethics states the values to which we are committed and embodies the ethical responsibilities charged to each member in the ever-changing atmosphere of the school environment.

By our governance, we significantly influence or control the finances, studies, and direction of the school. We are grounded in an educational system aimed directly at furthering the educational experiences for children which is not offered in the traditional school system. To this end, we are obligated to ensure that we are held to the highest ethical standards in order to preserve the reputation and education experiences of ArtSpace for future generations.

The principles of this Code are expressed in broad statements to guide ethical decision making. These statements provide a framework; they cannot and do not dictate conduct to cover particular situations.

As a member of this board, I will:

1. provide the highest level of service to all P.A.C.E. stakeholders through appropriate and usefully organized resources; equitable service policies; equitable access; and accurate, unbiased, and courteous responses to all requests.
2. represent the interest of all people served by this organization and will not advance private interests at the expense of the school or any PACE stakeholders.
3. not use my service on this Board for my own personal advantage or for the advantage of friends or associates.
4. recognize and respect the need to protect confidential information in all levels of the organization. All information gained concerning staff and or students shall remain confidential in perpetuity.
5. distinguish between my personal convictions and professional duties and will not allow my personal beliefs to interfere with fair representation of the goals and objectives of the School and will respect and support the majority decisions of the Board.
6. approach all board issues with an open mind, prepared to make the best decisions for the community as a whole
7. vow not to violate the trust of those who elected or appointed me to the Board or of those I serve.
8. strive to focus my efforts on the mission/vision of the School and not on my personal goals or the goals of any single stakeholder.
9. never exercise individual authority as a Board Member except when
   a. acting in an official meeting with the full Board
   b. or as I am delegated by the Board
   c. or by invitation of the Director
10. strive for excellence in my role as a Board member by maintaining and enhancing my own knowledge and skills and by fostering the aspirations of potential members of the Board.
11. consider myself a “trustee” of the organization and will do my best to ensure that it is well-maintained, financially secure, growing, and always operating in the best interests of those we serve.

12. remember that we are a governing board and not a managerial one. I, therefore, refrain from engaging in conversations with any staff or family member that would be considered managerial in nature.

13. understand that violation of this policy will result in disciplinary action, up to and including removal from the Board.

____________________________________________     _________________________
Board member signature                                                 Date

Adopted - November 21, 2006
2.03 Problem Resolution

Process for complaints and resolving issues

1. Anyone with an issue that needs to be addressed should attempt to resolve the issue following an appropriate chain of responsibility.

   The Chain of Responsibility is as follows:

   1. Personal issues are to be resolved between the respective parties.

   2. Issues with a classroom teacher, program coordinator, administrator, or teaching assistant should first be brought to that person’s attention.

   3. If the issue is not satisfactorily resolved through discussion with the individual, it should be brought in writing to the Assistant Director for that grade level.

   4. Only if the AD and the individual filing the grievance cannot reach an understanding or agreement should the issue be brought in writing to the Executive Director.

   5. If satisfactory resolution does not occur there, then the issue may be brought to the Board of Directors through the Executive Committee (officers of the board). Formal grievances may be brought to a member of the Executive Committee. (see 2.04 Grievance Policy). Issues must be brought in writing, signed by the person bringing the grievance (or sent from their email account), with documentation that the chain of responsibility has been followed. Anonymous grievances may not be considered. Grievances should not be brought forth in open session or in public comment.

2. No employee shall be discharged or otherwise discriminated against with respect to such employee’s compensation, terms, conditions or privileges of employment because the employee reported any violation of law, school rules or policy, filed any grievance or complaint against any other employee, caused any grievance procedure to be initiated against any employee, testified or otherwise gave or provided evidence in any grievance procedure or proceeding, assisted or participated in any grievance procedure or proceeding, or complained about any violation of law, school rules or policy.
The following guidelines will be used to evaluate a grievance submitted to the Executive Committee. Before a grievance will be accepted for review the problem resolution process must be followed (see 2.03 Problem Resolution Policy). The purpose of the Executive Committee is to accept, review and determine the merits of a grievance lodged against a member(s) of the faculty, staff and/or Board of Directors by a parent/legal guardian or member of the faculty, staff and/or Board of Directors. The Executive Committee then has a duty to request additional information, recommend the matter to the Board of Directors for action or to dismiss the grievance.

No employee shall be discharged or otherwise discriminated against with respect to such employee’s compensation, terms, conditions or privileges of employment because the employee reported any violation of law, school rules or policy, filed any grievance or complaint against any other employee, or agent of PACE, caused any grievance procedure to be initiated against any employee, testified or otherwise gave or provided evidence in any grievance procedure or proceeding, assisted or participated in any grievance procedure or proceeding, or complained about any violation of law, school rules or policy.

QUORUM AND TIMELINESS OF CONVENING A MEETING
Assuming a grievance has been forwarded to the Executive Committee (“Committee”) in the appropriate form and manner, the aggrieved party (“Complainant”) has a right to an expeditious, objective and thorough review of the grievance. The Executive Committee should consider the grievance only when a quorum is present. A quorum is established only if by a simple majority of the Executive Committee are present (excluding those members abstaining for reasons of a conflict of interest). If a quorum cannot be established due to the long-term absence of a Committee member(s), the Chair of the Executive Committee may appoint a substitute member consistent with the credentials established by the Board of Directors (e.g. teacher, parent, board member, etc). Upon receipt of the grievance, the Chair of the Executive Committee shall convene a quorum within a reasonable time, not to exceed thirty calendar days from the date of receipt.

APPROPRIATE FORM AND MANNER OF SUBMISSION OF GRIEVANCES
The Executive Committee shall not consider any grievance that has not been submitted in writing, signed and including documentation that the chain of responsibility has been followed. (see 2.03 Problem Resolution Policy) The Chair of the Executive Committee shall determine whether or not a grievance has been submitted in proper manner and form.

MULTIPLE GRIEVANCES
A Complainant may not combine multiple grievances. Grievances must be individually submitted, signed and presented by the aggrieved party and individually reviewed by the Executive Committee.
NOTIFYING ALL PARTIES TO THE GRIEVANCE
Any individual(s) against whom a grievance is filed ("Respondent") will receive, from the Chair of the Executive Committee, a copy of the grievance filed against him/her in addition to any supporting documents, affidavits or other evidence submitted with the grievance or in support of the grievance. The Chair of the Committee shall forward said materials within five business days to the Respondent.

ANSWER TO GRIEVANCE
Respondent shall be granted 10 business days following receipt of the grievance (and any supporting documents, affidavits or other evidence) to submit a written answer to the Chair of the Committee. The answer must be received by midnight of the 10th business day following documented receipt of the original grievance. If an answer is not received in a timely manner (i.e. received late) the Committee may, upon a majority vote, accept the answer for consideration. Failing a majority vote to accept the answer, the Committee shall disregard the Respondent’s answer.

DISCLOSURE OF CONFLICTS OF INTEREST
Any member(s) of the Committee with an apparent conflict of interest must disclose their conflict and excuse themselves from any/all deliberations regarding the grievance. In addition, any member(s) of the committee with a conflict of interest is not permitted to examine or consult with the committee regarding the grievance or in any way be privy to the discussions and/or deliberations of the committee. A casual relationship with the Respondent or the Complainant shall not constitute a conflict of interest. A teacher-student relationship with the Respondent or Complainant shall not constitute a conflict of interest. A worker-coworker relationship with the Respondent or Complainant shall not constitute a conflict of interest. An employer-employee relationship with the Respondent or Complainant shall not constitute a conflict of interest unless an employer-employee relationship exists outside the context of the Charter School.

PERSONAL TESTIMONY/HEARINGS
The Executive Committee is not required to conduct hearings or to hear verbal testimony. In the event that the Committee chooses, by majority vote, to conduct hearings and/or hear verbal testimony both the Complainant and the Respondent shall be notified, no later than ten business days prior to the hearing, of their right to be present and/or be represented by counsel during any and all hearings. Any/all hearings will be closed to the general public. Any/all hearings may be recorded. Any individual making testimony at a hearing shall be subject to questioning and cross-examination by any member of the Committee, the Complainant (or his/her legal counsel) and the Respondent (or his/her legal counsel). Complainant and/or Respondent (or their respective attorneys) may not question and/or cross examine any member of the Committee. Complainant and/or Respondent (or their respective attorneys) may not question and/or cross examine one another unless the respondent and/or Complainant is making verbal testimony before the committee.

COMMITTEE ACTION
Upon review of the grievance, the Committee must decide which action to take by a majority vote of the Committee. The following actions are available to the Committee:
• **Dismiss the Grievance (No Action)** – If the Complainant has failed to successfully prove the allegations contained in the grievance, the Committee may dismiss the grievance or take no action on the grievance.

• **Request Additional Information** – if the Committee feels that additional information is needed to thoroughly review the grievance, the Committee may request additional information and/or supporting documentation from the Complainant and/or respondent. The Chair will establish a reasonable amount of time for the Complainant and/or Respondent to furnish the requested information.

If the Committee chooses to dismiss the grievance, the Chair will issue a finding report to the Complainant and to the Respondent clearly noting that the committee has chosen to dismiss the grievance and indication the reason(s) for dismissal. Neither the Chair nor the Committee is required to furnish transcripts, recording, notes, documents or an accounting of the deliberations to the Complainant and the Respondent. The findings report will indicate the process for appealing the decision to the Board of Directors in addition to the date and time of the next meeting.

If the Committee chooses to recommend action to the Board of Directors, the Chair will issue a findings report to the Complainant and to the Respondent clearly noting that the grievance has been referred to the Board of Directors for further action. In addition, the Chair will deliver to the Respondent a referral report detailing the nature of the specific action that the Committee is recommending to the Board of Directors.

**CONCLUDING THE GRIEVANCE PROCESS**

Grievance records are not maintained as public documents and are not to be disclosed, published or released either in full or in part. Committee members may not make any public comments regarding the specific grievance, deliberations or disposition.

Adopted - November 21, 2006
Revised & Approved - March 21, 2017
2.05 Conflict of Interest

1) Nepotism
   a) No voting member of the governing board shall be an employee of a for-profit company that provides substantial services to the charter school for a fee.
   b) No employee of the charter school shall be immediate family (as defined in G.S. 115C-12.2) to any member of the nonprofit board of directors.
   c) No employee of the charter school, whether hired by the board of directors or a management company, shall be a voting member of the nonprofit board of directors.
   d) No teacher or staff member that is immediate family of the chief administrator shall be hired without the board of directors evaluating their credentials, establishing a structure to prevent conflicts of interest, and notifying the Department, with evidence, that this process has occurred.

2) The interested parties shall make full disclosure, by notice in writing, to the full Board of Directors of all possible conflicts of interest, including but not limited to the following:
   a) A staff member in a supervisory capacity is related to another staff member whom he/she supervises
   b) A director or staff member receives payment from the school for any subcontract, goods or services other than as part of his/her regular job responsibilities or as reimbursement for reasonable expenses incurred as provided in the bylaws and Board policy
   c) A director or staff member may have personal, financial, professional or political gain through their involvement with the school

3) Following full disclosure of a possible conflict of interest or any condition listed above, the Board of Directors shall determine whether a conflict of interest exists and, if so, the Board shall vote to authorize or reject the transaction and/or condition. Both votes shall be by majority vote without counting the vote of any interested director, even if the disinterested directors are less than quorum, provided that at least one consenting director is disinterested.
   a) Verification of preexisting conflicts will be made by Board Chair or Designee.
   b) If preexisting conflict involves Board Chair then verification will be made by disinterested director.
   c) An interested director, officer or staff member shall not participate in any discussion or debate of the Board of Directors or any committee thereof in which the subject of discussion is a contract, transaction or situation in which there may be a conflict of interest.

4) No director, officer or staff member shall participate in the selection, award or administration of a procurement transaction in which federal or state funds are used, where, to his/her knowledge, any of the following has a financial interest in that transaction (except for transactions authorized by the Board as per Section 2):
   a) the staff member, officer or director;
   b) any member of his/her immediate family;
   c) his/her partner;
d) an organization in which any of the above is an officer, director or employee;
e) a person or organization with whom any of the above is negotiating or has any arrangement concerning prospective employment.

5) In addition a contract or transaction can be rendered voidable by the Board of Directors if entered without full disclosure of the personal interests of a director, officer or staff member. The existence of any of the above listed conditions shall likewise render a contract or transaction voidable unless full disclosure of personal interests is made in writing to the Board of Directors and such transaction was approved by the Board in full knowledge of such interest.

6) The disinterested directors are authorized to impose by majority vote other reasonable sanctions as necessary to recover associated costs against a director, officer or staff member for failure to disclose a conflict of interest as described in Section 1 or for any appearance of a conflict.

7) Appeal from sanctions imposed pursuant to Section 5 and 6 above shall be prescribed by law in those courts of the state (NC) with jurisdiction over both the parties and the subject matter of the appeal.

8) In the event that the P.A.C.E., Inc. Board of Directors has incurred costs or attorney fees as a result of legal action, litigation or appeal brought by or on behalf of an interested director or staff member due to a conflict of interest and consequent sanctions and in the event that the Board of Directors prevails in such legal action, litigation or appeal, the Board shall be entitled to recover all of its costs and attorney fees from the unsuccessful party.

9) A copy of this policy shall be given to all directors, officers and staff members upon commencement of such person’s relationship with the School. Each Board member, officer and staff member shall sign and date the policy at the beginning of his or her term of service or employment and each year thereafter. Failure to sign does not nullify the policy.

Possible conflicts of interest: Yes___________ No ___________
Has conflict been authorized by Board: Yes___________ No ___________
If yes when:___________________________________________________
If no, please explain: ____________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________
Verification/Action Taken:_________________________________________
Board Chair/Director
Signed:________________________
Name printed:_________________________________________________
Date:________________________________________________________
Adopted – November 21, 2006
Revised – May 19, 2015
The following guidelines shall provide governance for the selection, term, and primary duties and responsibilities of the faculty representative. The faculty representative shall be a non-voting member of the P.A.C.E. Board.

Selection/Removal: The faculty representative must be a current employee of ACS. He/she shall be nominated by another current faculty member. Nominations shall be received by the Executive Director during a specified period of time. Elections shall occur on a set date with prior notice by secret ballot. All current faculty members are eligible to participate in the voting process. The representative must be elected by majority vote and approved by P.A.C.E., Inc Board. If any member of the faculty feels that the representative should be removed, he/she should notify the Executive Director who will determine if there is just cause for action and will call for a full faculty vote if warranted. Removal requires a majority vote.

Term: The term for the faculty representative to P.A.C.E., Inc. Board is for one year from September 1 – August 31 and is contingent upon employment. The faculty representative will be elected in May for the following school year. The incumbent faculty representative will be encouraged to attend Board meetings in June, July and August and to mentor with the existing faculty representative. A faculty member who resigns, is terminated, or is no longer contracted for employment at ACS is not eligible to remain a representative to the P.A.C.E., Inc. Board. As an elected position, there shall be no substitute representatives. In the event that there will be a prolonged absence or other circumstance where the faculty representative may not be able to perform his/her duties, the Executive Director will notify the P.A.C.E., Inc. Board of the intent to elect a new faculty representative.

Duties and Responsibilities: The faculty representative is expected to attend all meetings and has a voice in board discussions. He/She may only participate in closed-session discussions when invited by the Board Chair. His/her primary duty is to represent faculty interests and to be the primary communicator to the staff and faculty regarding information, policies, and procedures as presented in P.A.C.E., Inc. Board meetings. The representative shall make a report to the faculty during the next scheduled faculty meeting.
P.A.C.E., Inc. Board Record Maintenance Retention and Protocol Policy

(Policy 2.07 In Process 20090107)
P.A.C.E. Inc.

2.07P – Protocol for Posting Board-Approved Policies

(Board-Approved Process, not Board Policy)

Once a policy has been approved by the P.A.C.E. Board of Directors, the board secretary or other designee will update and disseminate the Policy Manual in the format it is currently being maintained.

The P.A.C.E Board Secretary will also place a hard copy with the official, sealed P.A.C.E. Board minutes.

The Policy Committee chair (or designee) will place a hard copy in a binder in the school office for public viewing and with the committee minutes, as appropriate.

Approved at P.A.C.E. Board Meeting - September 15, 2009
Revised and Approved at P.A.C.E. Board Meeting - January, 16, 2018
2.08 INACTIVE POLICY - Archive Room: Sensitive Documents

The Archive room will have limited access. The following people will be the only ones with a key:

- Executive Director
- Assistant Directors
- Business Director
- Office Manager
- Building Manager
- Student Data Manager

Upon review, the ED and the PACE Board Chair may authorize and grant temporary use of a key to the Archive Room for specified use.

When a Board or staff member need access to the room they will be let in by one of the key holders listed above. That Board or staff member will be responsible for monitoring their activity and securing the room when they leave.

Adopted - February 16, 2010
Revised – January 20, 2015
Strike Policy – September 19, 2017
Open meeting minutes will be recorded at each meeting of the P.A.C.E., Inc. Board of Directors by the Secretary or the Secretary’s designee.

The P.A.C.E., Inc. Secretary will compile the minutes and distribute a draft to the P.A.C.E., Inc. Board members and to the staff members present at the meeting within 5 business days of the meeting. Board members and staff who were present at the meeting must respond in writing within 48 hours to the Secretary with an acknowledgment of receipt, any comments or revisions.

Minutes from the previous month will be presented at the following P.A.C.E., Inc. Board meeting for board approval. If revisions are brought forward at the meeting, the P.A.C.E., Inc. Board Secretary is responsible for recording the changes. Within 5 days of approval by the P.A.C.E., Inc. Board of Directors, the Secretary will mark them “approved”, sign and date them and seal them with the corporate seal. The Secretary will then distribute a secured, signed, dated, and sealed copy of the minutes to the office manager to:

Scan and retain an electronic copy to a folder on the ArtSpace Intranet

Post a hard copy for public display

Retain a hard copy in the Public P.A.C.E., Inc. Board Minutes Notebook to be kept in the school office

Email to Web Coordinator

In order to comply with all local, state and federal regulations, the P.A.C.E., Inc. Board Secretary will maintain an original, dated, signed and embossed sealed copy of each meeting’s minutes, accompanied by any pertinent documents, in a secure location on the school grounds. These official open minutes of each meeting are to be made available for viewing by any interested parties with reasonable notice to any member of the P.A.C.E., Inc., Board. A P.A.C.E., Inc. board member must be present for any viewing or inspection of official, signed, sealed P.A.C.E., Inc. Board minutes.

This policy applies to any open minutes of any P.A.C.E., Inc. Board meeting including regularly scheduled meetings, annual meetings, special meetings, or emergency meetings.

Adopted January 18, 2011

Revised January 20, 2015
Attendance at PACE board meetings is mandatory for board members. Notification of intended absence must be given to the board chair or vice-chair prior to the meeting. Any board member missing two of the previous six meetings may be brought for review before the P.A.C.E., Inc. board at the next scheduled meeting. The Executive Committee will determine whether the board member will be brought for review and give written notification of infraction to said board member.

Adopted December 21, 2010
Closed meeting minutes will be recorded at each closed meeting of the P.A.C.E., Inc. Board of Directors by the Secretary or the Secretary’s designee. The P.A.C.E., Inc. Board of Directors will review the minutes at the end of each closed session for accuracy. The secretary will make a hard copy available to any board member upon written request. No copy of the closed meeting minutes will be distributed by e-mail or via electronic means.

Closed meeting minutes will be presented at the following P.A.C.E., Inc. Board meeting for board approval. If revisions are brought forward at the meeting, the P.A.C.E., Inc. Board Secretary is responsible for recording the changes. After the minutes are approved by the P.A.C.E., Inc. Board of Directors, the Secretary will mark them “approved”, sign them, date them, and seal them with the corporate seal, within 5 days.

In order to comply with all local, state, and federal regulations, the P.A.C.E., Inc. Board Secretary will maintain an original, signed, dated, and embossed, sealed copy of each meeting’s minutes, accompanied by any pertinent documents, in a secure location on the school grounds.

The closed minutes of each meeting are to be made available only to appropriate parties with reasonable notice given to the P.A.C.E. Board Executive Committee. A P.A.C.E., Inc. Board member must be present for any viewing or inspection of official, closed, P.A.C.E., Inc. Board minutes.

This policy applies to any closed minutes of any P.A.C.E., Inc. Board meeting including Regularly scheduled meetings, Annual meetings, Special meetings, or Emergency meetings.

Adopted February 15, 2011
Policy:

- There will be a posted **process** for determining how items are added to the board agenda.
- This process will be publically posted.
- This process will include (1) how items are presented for inclusion on the agenda, (2) a timeframe and method for communicating item acceptance/denial, (3) an appeals process for items denied.
- A draft agenda will be publically posted 3 days prior to board meeting.
- For special sessions, topics for discussion will be noted on public meeting announcement.

Adopted May 17, 2011
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P.A.C.E., Inc.

2.12P  P.A.C.E., Inc. Board Process Governing Board Meeting Agendas

1. Proposed Board agenda items should be delivered to the Board chair either directly or via email at least 7 days preceding a regular meeting.

2. Agenda items should be sent in the form of a short title, a proposed time limit and a detailed description or synopsis of relevant or pertaining issues. The level of detail should be sufficient to provide all board members an opportunity to prepare adequately to discuss the topic. If the topic is to be discussed in closed session, the topic should NOT be sent via email but the detail should be adequate to justify going into closed session.

3. If action is proposed on an agenda item, a properly worded motion should accompany the agenda item request.

4. The Board chair shall have sole discretion in deciding whether or not an item will be included on the agenda.

5. Three days prior to a regularly scheduled meeting, the chair shall (1) post a draft agenda and (2) notify in writing any person whose item request was denied.

6. Denied items may be appealed to the executive committee for reconsideration. The decision of the executive committee is final.

7. If new information comes forward, the item can be resubmitted according to the process outlined above.

Approved May 17, 2011
Background: Artspace Charter School conducts its board meetings in conformance to the North Carolina Open Meetings Law (N.C. Statutes: Article 33C, hereinafter referred to as “Open Meetings Law”). The Open Meetings Law, however, does not give members of the public the automatic right to speak or participate in an official meeting. In fact, if a person interrupts, disturbs, or disrupts an official meeting, the Board Chair may direct that person to leave the meeting. If that happens and the disruptive person refuses to leave, he or she may be charged with a misdemeanor. N.C.G.S.: 143-318.17.

PUBLIC COMMENT DURING THE PORTION OF THE AGENDA IDENTIFIED AS “PUBLIC COMMENT”.

The Public comment policy is not intended for interested parties who wish to make a formal presentation to the Board of Directors.

Prior to the start of the P.A.C.E. monthly Board meeting, a form will be available for the public to sign up for public comment during a specific portion of the meeting identified as Public Comment.

Individuals interested in providing public comment will indicate their name and the general nature of what such person desires to say.

The Board will proceed down the list from top to bottom, assuming there is more than one person signed up to speak.

Each person will be allowed a total of three (3) minutes to speak about the topic they have identified, unless the Board Chair grants them more time.

If a person does not utilize their entire allotted time of three (3) minutes, they may not transfer any remaining time to another individual that is signed up to speak.

No person will be allowed to speak more than once during that portion of the agenda.

At the discretion of the Board Chair, an allowance for further public comment shall be made in which case a person who raises their hand and is acknowledged by the Board Chair will be allowed up to three (3) minutes to speak; they may only speak once during such an extended segment; they may not transfer any remaining time to another individual; a total of twelve (12) minutes will be allotted for all speakers during this DISCRETIONARY extension. The Board Chair reserves the right to terminate public comment at his/her discretion.

Adopted May 17, 2011
Annual Audit Policy

2.14 Annual Audit Policy

Annual Audit of Financial Statements: Annually, the P.A.C.E. Board of ArtSpace Charter School shall engage a qualified certified public accountant (“CPA”) to audit the financial and programmatic operations of ArtSpace Charter School. P.A.C.E. shall select and contract only with CPAs that are licensed and in compliance with all federal and North Carolina rules and regulations. P.A.C.E. shall seek bids and select from qualified CPAs for audit services at least every 5 years.

The Executive Director and P.A.C.E. Board shall ensure that it files a copy of the annual audit report with the North Carolina regulatory body(ies) responsible for school financial audits, on a timely basis.

The Board or Executive Director shall ensure that all persons with a substantial interest in a contracting entity are separately disclosed in the annual audit. Further, it shall be the expectation of the Board that its annual audit or present audit information and if relevant, recommendations and findings are presented in person to the Board at the completion of the annual audit, and at the next Board meeting opportunity.

As timeliness of the annual audit process is critical to the financial status of the school with respect to its funding, and acknowledged delays must result in completion of amendments filed timely with North Carolina regulatory body(ies) responsible for school financial audits and approved by same, any exception to the published regulatory body schedules may result in Board action to request new auditor proposals at any time as appropriate.

Adopted – July 17, 2018
2.15 Conflict of Interest Policy for Board Members

Directors shall avoid improper conduct arising from conflicts of interest and shall abide by all legal requirements governing conflicts of interests, including N.C.G.S. Section 55A-8-31.

A person shall not be disqualified from serving as a member of the charter school’s board of directors because of the existence of a conflict of interest, so long as the person’s actions comply with this conflict of interest policy and applicable law.

Notwithstanding any other provisions in this policy, no voting member of the governing board shall be an employee of a for-profit company that provides substantial services to the charter school for a fee.

DEFINITIONS FOR THE PURPOSES OF THIS POLICY:

1. Interested Person
   Any director, principal officer, or member of a committee of the Board of Directors who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest
   A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
   a. An ownership or investment interest in any entity with which the School has a transaction or arrangement,
   b. A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement, or
   c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

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 of Directors decides that a conflict of interest exists.

PROCEDURES:

1. 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 the Board of Directors or members of a committee with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists
   After disclosure of the financial interest and all material facts, and after any discussion with the interested person, s/he shall leave the Board of Directors or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
3. Procedures for Addressing the Conflict of Interest
   a. An interested person may make a presentation at the Board of Directors or committee meeting, but after the presentation, s/he shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
   b. The chairperson of the Board of Directors or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
   c. After exercising due diligence, the Board of Directors or committee shall determine whether the School 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.
   d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board of Directors or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the School’s best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy
   a. If the Board of Directors or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
   b. If, after hearing the member’s response and after making further investigation as warranted by the circumstances, the Board of Directors or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

RECORDS OF PROCEEDINGS:
The minutes of the Board of Directors and all committees with board delegated powers 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 governing board’s or committee’s decision 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.

COMPENSATION:
   a. A voting member of the Board of Directors who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member’s compensation.
   b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member’s compensation.
   c. No voting member of the Board of Directors or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
ANNUAL STATEMENTS:
Each director, principal officer and member of a committee with Board of Directors delegated powers shall annually sign a statement, which affirms such person:

a. Has received a copy of the conflicts of interest policy,
b. Has read and understands the policy,
c. Has agreed to comply with the policy, and
d. Understands the School is charitable and in order to maintain its federal tax exemption, it must engage primarily in activities, which accomplish one or more of its tax-exempt purposes.

PERIODIC REVIEWS:
To ensure the School operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm’s length bargaining,
b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the School’s written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

USE OF OUTSIDE EXPERTS:
When conducting the periodic reviews as provided for in this policy, the School may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of Directors of its responsibility for ensuring periodic reviews are conducted.

ANNUAL STATEMENT AFFIRMATION: A copy of this policy shall be given to all Board members upon commencement of such person’s relationship with the School. Each Board member shall sign and date the policy at the beginning of his or her term of service and each year thereafter. Failure to sign does not nullify the policy.

Possible conflicts of interest: Yes___________ No __________
Has conflict been authorized by Board?: Yes_______ No __________
If yes when:_______________________________________________________
If no, please explain: ____________________________________________
_____________________________________________________________
_____________________________________________________________
_____________________________________________________________
_____________________________________________________________
 Verification/Action Taken/Date____________________________________
Board Chair/Director Signature____________________________________
Board Member Signature__________________________________________
Board Member Name printed_______________________________________
Date______________

Adopted – August 21, 2018
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PART I. GENERAL EXPECTATIONS

ArtSpace Charter School will implement the following statutory requirements:

- The school will utilize programs, activities and procedures for the involvement of parents, consistent with the Every Student Succeeds Act (ESSA). Those programs, activities, and procedures will be planned and operated with meaningful consultation with parents of participating children.

- The school will work to ensure that our required parent and family engagement plan meets the requirements of ESSA, and each include, as a component, a school-parent compact.

- The school will incorporate our parent and family engagement plan into our school plan.

- The school will, to the extent practicable, provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children. This will include providing information and school reports in an understandable and uniform format and including alternative formats upon request, and, to the extent practicable, in a language parents understand.

- The school will carry out programs, activities and procedures in accordance with the following definition of parent and family engagement:

  Parent and family engagement means participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring—

  (A) that parents play an integral role in assisting their child’s learning;
  (B) that parents are encouraged to be actively involved in their child’s education at school;
  (C) that parents are full partners in their child’s education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child; and
  (D) that parents participate in other activities, such as those described in the ESSA
PART II. SCHOOLWIDE PARENT AND FAMILY ENGAGEMENT PLAN

IMPLEMENTATION

According to the Every Student Succeeds Act (ESSA), section 1112 and 1111(d), the following measures describe how the school will involve parents and family members in developing and supporting the school improvement and family engagement plan.

Public Meetings
ArtSpace will hold an annual meeting for parents no later than the sixth week school is in session. Parents will be notified of the annual meeting through an automated phone message and email. The annual meeting will be held at school during “Meet the Teacher” in August (4:00-6:00 pm). Additional opportunities for feedback and collaboration are at the annual open house in September (5:30 pm) and during the “Directors and Donuts” September meeting (8:30 am). Multiple dates and times are offered to accommodate a variety of schedules.

School Improvement Team
Parents will be invited to serve on the School Improvement Team (SIT), which meets monthly. One of the goals of SIT states: “All students will achieve positive growth in reading and writing each year.” Parents will be invited to nominate themselves (or other parents) to serve on SIT at the annual meeting, through an automated phone message, and through email. Parent representatives to SIT will then be elected by a majority vote by parents.

Regular SIT meetings, which are open to the public and posted on the school website, enable parents to be engaged in an organized, ongoing, and timely way in the planning, review, and improvement of Title I programs, including the planning, review and improvement of the school parent and family engagement policy and the joint development of the school wide program plan.

Informal Opportunities
ArtSpace will provide opportunities for regular meetings (as requested) to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children. In addition, parents will be given opportunities at SIT meetings to make suggestions for the program. They will also be encouraged to communicate with the Title 1 teacher and classroom teachers regularly through email, notes and/or phone calls.

Communication
Classroom and whole-school newsletters will provide information about the curriculum, assessment tools being used, information about proficiency levels their children are expected to meet, and strategies for working with their children at home.

ArtSpace will send home information related to school and parent programs in formats which are easy to read and understand in families’ home/ preferred language. Communication with parents includes: carline messages, emails, automated phone messages, weekly or bi-weekly classroom newsletters, administrative newsletters, and informational fliers. An additional open forum for dialogue and concerns will be held during monthly “Directors & Donuts” meetings.
School-Parent Contracts
Parents of all children at Artspace will sign a school-parent contract, which outlines how parents, the entire school staff, and students will share in the responsibility of improved academic achievement. This indicates shared responsibility for high academic achievement.

Parent Assistance and Training
ArtSpace will provide information to help parents understand the state’s standard course of study and academic achievement standards. This information will be disseminated via classroom newsletters containing curricula focus areas throughout the year, quarterly standards-based report cards, parent conferences and literacy awareness parent meetings. Additional student assessments will contain grade level goals and student progress toward those goals.

Parents will be given (through newsletters and parent/teacher conferences) ideas and strategies for working with their children to improve academic achievement and develop literacy skills with their children. ArtSpace families will be invited to attend the annual Literacy Night event, which is held each Winter. During the event, parents and their children will have opportunities to experience numerous activities that support reading skills. Each family in attendance will be given literacy materials for home use.

Quarterly community forums will focus on high need/ high interest topics, inviting parents and community members to discuss trends in education, social justice topics, and cultural growth and expansion discussions. Parents will be given the opportunity to give input on topics of interest, volunteer in planning, or participation. These efforts help parents in working with their children to improve achievement, healthy lifestyles, and civic engagement.

School Staff Development
The faculty and staff of ArtSpace Charter School will continue to participate in training sessions during faculty meetings that focus on strategies for communication and engagement with families. Additional independent/ small group study through research based studies on culturally responsive practice will support and guide staff in understanding the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school.

Volunteer Opportunities
The administration at Artspace will continue to work closely with our parent volunteers to provide many opportunities for parents to become involved in the education of their children and with the school community. Parent volunteer activities are both formal and informal and include potlucks, parent education programs, numerous performance and arts-related events, field trips, cook-outs and other family events.

Parents are invited and encouraged to participate in school committees such as Health and Wellness, Safety, Development and others; and they are also invited to attend monthly Board meetings. These programs and activities encourage and support parents in more fully participating in the education of their children.
Inclusivity
ArtSpace welcomes families with limited English proficiency, parents with disabilities, and parents of migratory children in all activities and programs, making appropriate accommodations as requested. All parents are welcomed, supported, and encouraged in their involvement in their child’s education at ArtSpace.

Revised Parts I and II – August 20, 2019

PART III. ADOPTION
(From P.A.C.E., Inc. Board – Policies and Procedures Manual)
ArtSpace Charter School will have a Parent and Family Engagement Plan in accordance with federal Title I regulations. The plan will be developed by a team that includes the Title I Teacher, other school faculty and staff, parents, and community members. All meetings are subject to NC General Statute 143-318.10 and must have a public notice of not less than 72 hours. The Title I Teacher or Executive Director will facilitate all meetings. The Parent and Family Engagement Plan will be submitted to the Executive Director for approval and will be disseminated to all ArtSpace families. All revisions will be presented in a public forum according to the initiating guidelines outlined in this policy. The plan will be reviewed and revised annually. The current Parent and Family Engagement Plan will be kept in the front office and made available upon request.

Adopted: August 18, 2009
Re-adopted: January 12, 2012
Re-adopted: May 21, 2013
Revised and re-adopted: September 19, 2017
Re-adopted: September 18, 2018
Revised and Re-adopted: August 20, 2019
P.A.C.E., Inc. Board – Policies

P.A.C.E., Inc.

3.02 Registered Sex Offenders Policy

Pursuant to Session Law 2008-117, The Jessica Lunsford Act for North Carolina (the "Act"), the General Assembly of North Carolina has recognized that sex offenders often pose a high risk of engaging in sex offenses after being released from incarceration or commitment and that the protection of students from sex offenders while on school property and at school-sponsored activities serves an important governmental interest.

Through the adoption of this policy, the P.A.C.E., Inc., Board of Directors desires to implement rules to effectuate the purposes of the Act.

I. CERTAIN SEX OFFENDERS BANNED FROM ALL SCHOOL PROPERTY AND SCHOOL EVENTS

In accordance with G.S. 14-208.18, all persons who (1) are required to register under the Sex Offender and Public Protection Program AND (2) have been convicted of certain sexually violent offenses or any offense where the victim was under the age of 16 years at the time of the offense ("Prohibited Persons") are expressly forbidden to be present on any property owned or operated by the school system, including school buildings, athletic fields, playgrounds, parking lots, school buses, activity buses or other property of any kind for any reason, including attendance at sporting events or other school-related functions, whether before, during or after school hours. In addition, Prohibited Persons may not attend or be present at any student function or field trip on or off of school property which is 1) school-sponsored or 2) otherwise under the official supervision or control of school personnel. This policy applies to all Prohibited Persons regardless of their relationship to, or affiliation with, a student in the school system (i.e. stepparents, aunts, uncles, grandparents, etc).

A. PROHIBITED PERSONS

The Executive Director (ED) or designee shall insure that administration is familiar with the criminal offenses that qualify an individual as a Prohibited Person under this policy. The ED will also subscribe to electronic notification of Registered Sex Offenders and access the state database as needed.

B. NO SPECIAL PERMISSION

There shall be no "special permission" given for Prohibited Persons to be on schools grounds or attend events or activities in violation of this policy.

C. POSSIBLE EXCEPTIONS FOR STUDENTS

Students who meet the definition of a Prohibited Person may be on school property only in accordance with state law.
D. LIMITED EXCEPTION FOR PROHIBITED PERSONS WHO ARE PARENTS / LEGAL GUARDIANS OF A STUDENT

a. A Prohibited Person who is the Parent/Legal Guardian of a student may be on school property only for the following reason:

1. To attend a previously scheduled school conference with school personnel to discuss their child's academic or social progress; or
2. At the request of the Executive Director/designee, for any other reason relating to the welfare or transportation of their child.

b. The procedure for making a request is as follows:

1. For each visit authorized by subsection (a)(1) above, the Parent/Legal Guardian must provide the Executive Director with prior written notice of their registration on the Sex Offender Registry.
2. A request for presence at the school must be submitted to the ED in writing, minimally 72 hours in advance.
3. The request must include the nature and specific times of the requested.
4. The ED or designee will respond within 48 hours either authorizing or denying the request.
5. The decision of the ED or designee is final.
6. The ED will notify the Board of any such requests and the decision.

c. For each visit authorized by subsection (c) above, the Parent/Legal Guardian must check in at the front office upon arrival and departure. In addition, during each and every visit, the Parent/Legal Guardian must be under the direct supervision of school personnel at all times. If personnel are not available to supervise the Parent/Legal Guardian during any visit then they shall not be permitted on the school property.

d. For each visit authorized by subsection (c) above, the Parent/Legal Guardian shall comply with all reasonable rules and restrictions placed upon them by the Executive Director, including any restrictions on the date, time, location and length of meetings.

II. ENFORCEMENT

Any suspected violation of this policy shall be reported by a school administrator to the ED and to law enforcement for immediate investigation. All school personnel should report the presence or suspected presence of a Prohibited Person to a school administrator and take appropriate action. Executive Directors shall immediately notify the P.A.C.E. Board Chair of any known or suspected Prohibited Person who is a student, or a parent or legal guardian of a student, at their school.

III. APPLICABILITY

This policy shall supersede any conflicting provisions in all other P.A.C.E. Board policies regarding school safety, parental involvement, school field-trips, school visitors, school volunteers and student transportation.

Adopted – December 18, 2012
Unless a duty is specifically delegated to another, the Executive Director of ArtSpace Charter School shall make all official statements to the media. The following apply:

1. In a crisis management situation, all media correspondences, news releases, press conferences, formal statements, interviews, etc., shall be made by the Executive Director or designee.

2. Students will not be interviewed by any media representative without parent permission, and the interview must be conducted off school premises.

3. Faculty and staff shall not participate in an interview or media presentation without the approval of the Executive Director. Faculty and staff may be required to present formally prepared statements when speaking to individuals via telephone or email.

4. No cameras or video recording or transmission equipment of any type will be allowed within the school property during emergencies. Otherwise this type of equipment will be allowed in a predetermined “press area” approved by the Executive Director.

5. All members of the media are asked to show consideration for the emotional welfare and educational interests of the students through their cooperation with the above stated regulations.

Adopted – November 17, 2015
Families who want ArtSpace Charter School to consider their child/ren for early kindergarten enrollment should follow the standard application process. Their application will be accepted for the lottery. ArtSpace will follow the guidelines for early entry as outlined in the North Carolina Department of Public Instruction’s School Attendance and Student Accounting Manual. In accordance with state law, the required testing, assessments, and interviews will not begin prior to April 16th. Multiple factors will be considered for early kindergarten enrollment, including aptitude, achievement, performance, observable student behavior, motivation to learn, and student interest. All costs associated with testing and assessments are the responsibility of the applicant’s parents or guardians. The final decision regarding early kindergarten enrollment will be made by a school-based committee that shall include the Executive Director (or designee) and/or up to three teachers and/or staff members. The applicant’s family will be notified by June 30th.

Adopted – February 21, 2012
ArtSpace Charter School shall have a designated McKinney-Vento Coordinator that coordinates services for students under the McKinney-Vento Homelessness Assistance Act and reports all data as required to NC Department of Public Instruction. The coordinator shall follow all federally mandated protocols for identifying and serving homeless students in the McKinney-Vento Homelessness Assistance Act.

Adopted – August 18, 2009

P.A.C.E., Inc.
4.03 Student Retention Policy

The process and procedures for retaining a student shall be established by the Executive Director, communicated to the teachers, and published annually in the Parent and Student Handbook. It shall include specific guidelines for student referral, a timeline of communication, include a team comprised of administration, the student's teachers, and legal parent(s) or guardian(s), and have a process for appeals. The team will make a referral to the Executive Director. The Executive Director will make the final decision for placement. Grade placement becomes part of student cumulative records and will be forwarded in the event of transfer to another educational venue.

Adopted – December 16, 2008

P.A.C.E., Inc.

4.04 Guidelines for Administration of Medication During School Hours Policy

Buncombe County Health Center’s Guidelines for Administration of Medication During School Hours

P.A.C.E. Board Approved November 2007

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The following procedures constitute the Buncombe County Health Center’s Guidelines for Administration of Medication During School Hours. The goal of this medication policy is to assure system-wide consistency and set clear guidelines for safe and efficient medication administration. The roles of the school principal, school health nurse, and the person in the school designated to administer medication have been defined. School nurses will be responsible for assisting in the implementation of this policy at each school.

Confidentiality must be maintained when administering medication to students at school according to the Family Education Rights and Privacy Act (FERPA) and State Confidentiality Laws.
To avoid making errors, follow the six “rights” listed below when giving medicine:

- **Right Child** – Some schools attach a Polaroid photo of the child to their record. Always double check by asking the student his/her name.

- **Right Medication** – Always compare the label on the bottle with the medical information sheet that is signed by the health care provider.

- **Right Dosage** – Always double check the dosage on the pharmacy label with the dosage on the provider authorization form.

- **Right Time** – Check the medication log for the time it is to be given. Up to 30 minutes before or after the prescribed time is acceptable.

- **Right Route** – Check the medication log and pharmacy label to be sure it is to be given by mouth or to be dropped in the eye or ear, for example. Double and triple check if any uncertainty is present.

- **Write** – Document in writing that medication has been given.
The needs of children requiring medication during school hours to maintain and support their continued presence in school should be met in a safe and prudent manner. Local school district policies should address administration of both prescription and non-prescription medication and protocols for administering emergency medication for acute systemic allergic reactions. It is the responsibility of the school staff to ensure that medications are administered according to state laws, local written policies and procedures, and professional standards.

Rationale

- Implementation of the IDEA (Public Law 105-17, revised 1997) has led to an increased number of children whose health problems require prescribed medication to be given while at school.

- Students with chronic illness, such as asthma, are dependent on routine medications which enable them to participate more fully in all aspects of school activities and to minimize their absences.

- Students who have conditions such as attention deficit disorder may require the administration of controlled substances during the school day in order to maximize their classroom performance.

- Some students with infections and communicable diseases are able to resume school attendance based on continuation of their medication regimen.

Standard

- All medications administered by school personnel during school hours must be prescribed by a licensed health care provider. (General Statutes of North Carolina Chapter 115C-307)

- All medications administered by school personnel must have a written request permission signed by the parent or legal guardian. (G.S. Chapter 115C-307)

- All medications should be administered according to the six "rights" listed later in this section.

Reference

North Carolina School Health Program Manual, Department of Environment, Health and Natural Resources, Public Schools of North Carolina, 2005
Policy for Administration of Medication during School Hours

I. Confidentiality must be maintained when administering medication to students at school according to the Family Education Rights and Privacy Act and Confidentiality Laws.

II. Parents or guardians may come to school and give medication to their own children at the appropriate times.

III. When medications must be given at school by personnel, the following criteria must be met:
   A. Medication must be prescribed by a licensed health care provider.
   B. A Medication Authorization form must be obtained and completed for each medication prescribed.
   C. A new Authorization form must be completed each school year and any time dosage or directions change.
   D. All Authorization forms must be reviewed by the school nurse.
   E. No medication will be given unless the Medication Authorization form has been completed. This includes “as needed” medications.
   F. The following items must be completed on all Authorization forms:
      1. Student’s name and date of birth
      2. Name of medication
      3. Dosage at school
      4. Relationship to meals
      5. When medication should be given
      6. How often medication should be given
      7. Side effects
      8. Reason not to give medication
      9. Date medication should be stopped
      10. Parent or guardian signature, telephone number, and date
      11. Health care provider signature, telephone number, and date
   G. Student self-medication (i.e. inhalers; nebulizer related to asthma, insulin) will be permitted with parent and health care provider approval.
   H. Observation of any student self-administering medications for which the school has no authorization shall be reported to school principal and the school nurse. School personnel will contact parent/guardian to request appropriate medication form.

IV. Medication must be brought to school by a responsible adult. Student should not be held responsible for bringing medication to school.
   A. Medication must be in the current container labeled by the pharmacy or health care provider.
   B. Medication must match the name and dose of medication listed on the authorization form.
   C. Medication must be kept locked in a secured place (such as locked desk drawer or file cabinet).
   D. Medication must be stored as prescribed.
   E. Each student’s medication must be kept separate in an organized and safe manner.
   F. When a controlled substance (i.e. Ritalin) is brought to school, school personnel will count the total number of pills (or amount of liquid) and record on Medication Check-in Log. The log must be signed by school personnel and parent/guardian.
   G. School Nurse must discard unused/discontinued medications according to attached procedure.
   H. For transfer students, medications must be picked up by a responsible parent/guardian.
   I. The school nurse will be notified of each authorization form when received.
J. Medication records must be maintained and stored by the school until the student is 18 years of age plus 3 years.

Procedure for Giving Medication by School Personnel

I. Designated school personnel giving medication must follow these procedures:
   A. Identify student by asking him/her to state their name and/or check picture for positive identification.
   B. Verify that completed medication authorization form is on file. Acceptable forms to include signed medication administration form by health care provider or telephone confirmation followed by a signed facsimile.
   C. Verify that name of medication and student’s name on the container matches the information on the authorization form.
   D. Assure medication is given at the right time and in the correct dosage according to the authorization form and original container.
   E. Avoid touching the medication. Pour tablet onto lid or paper cup then give to student. If medication is a liquid, use an appropriately labeled medicine cup for accurate dosing. If the medicine is an ointment, cream, or drops, apply according to pharmacy labeled instructions.
   F. Observe the student while taking medication.
   G. After giving medication, document immediately by initialing on "Medication Log".
   H. If a student has a reaction to medication, contact parent/guardian and notify principal.
   I. If an allergic emergency reaction occurs, notify parent immediately and (when necessary) notify emergency personnel (911) for assistance.
   J. During field trips and outside activities, the classroom teacher should make sure medication is available.

II. Self medicating students must follow these steps:
   A. Self medicating student agreement form must be completed by health care provider.
   B. Self medicating student agreement form must be completed by parent/guardian.
   C. School self medicating student agreement form must be completed by student and reviewed and signed by school nurse.

III. Documentation by school personnel must include the following steps:
   A. Complete approved medication log to include:
      i. Student’s name and date of birth
      ii. School name and year
      iii. Medication name, dose, and time to be given
      iv. Signature with matching initials of persons giving medication
      v. Code for reasons why the medication was not given
      vi. Documentation completed in ink only
      vii. Recent and clear photo of child
   B. Complete daily documentation to include:
i. The person giving medication must initial under the correct date.

ii. If medication is to be given on an **as needed** (example: asthma inhaler, Tylenol, nebulizer) basis the time given and the initials must both be written under the correct date.

iii. If medication is not given the person’s initials and appropriate code must be included in the box. Codes as follows:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ab</td>
<td>Absent</td>
</tr>
<tr>
<td>NMS</td>
<td>None available/no medication at school</td>
</tr>
<tr>
<td>FT</td>
<td>Field Trip</td>
</tr>
<tr>
<td>ED</td>
<td>Early Dismissal</td>
</tr>
<tr>
<td>R</td>
<td>Refused</td>
</tr>
<tr>
<td>D/C</td>
<td>Medication Discontinued</td>
</tr>
<tr>
<td>S</td>
<td>Self administration</td>
</tr>
<tr>
<td>O</td>
<td>Omitted/Attempt to locate student unsuccessful</td>
</tr>
<tr>
<td>NS</td>
<td>No school</td>
</tr>
</tbody>
</table>

iv. A separate medication log must be used for each medication the student is taking. Exception: Nebulizer treatments for asthma involving two medications are included together on the same medication log.

v. For students receiving medication twice a day during school hours, document the morning and noon/afternoon doses by dividing the daily boxes on the medication log in half and enter initials and time when medication is given.

Example:

<table>
<thead>
<tr>
<th>8 am</th>
<th>DB</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 pm</td>
<td>DB</td>
</tr>
</tbody>
</table>

vi. When a controlled substance is brought to school, school personnel will count the total number and record on “Medication Check-in Log” with parent/guardian signature.

vii. A medication error must be documented on the Medication Variance Report and a copy made available to the principal and school nurse. Parent/Guardian should be notified of the error.

Example of errors include:

- Forgetting to give a dose
- Giving the medicine to the wrong child
- Giving the wrong medicine or the wrong dose
- Giving the medicine at the wrong time (30 minutes prior to or after the scheduled time is acceptable)
- Giving the medicine by the wrong route

Medication Variance Reports will be kept on file in the front office.

IV. Authorization form and medication records should be arranged in a safe, organized and confidential manner (an example: single notebook, alphabetized by student name).

V. When medications are changed/discontinued:

A. If a medication is changed or discontinued, the parent or health care provider must notify the school and provide the new medication.

B. Any unused/discontinued medication(s) is to be picked up by parent/guardian and documented by date on the medication record. Remaining medication SHOULD NOT be sent home with the student.

C. If parent or guardian does not pick up unused/discontinued medication within ten school days, school personnel should consult with their school nurse.

D. At the end of each school year medication/health records shall be maintained in a secure place at the school.

Note: Any questions about giving any medication call the school nurse.
Note: School personnel should call the school nurse or health care provider any time there are questions or concerns about giving medications.

Principal Role and Responsibility for Medication in the School Setting

1. Designate staff member(s) to be responsible for the administration of the medications. This should be done at least two weeks prior to the opening of school. *Important note: More than one staff member must be trained to administer medications.
2. Consult with the school nurse regarding the implementation and maintenance of the ArtSpace Charter School medication policy.
3. All Staff members designated to administer medications should be required to attend a Medication Administration In-service provided by the school nurse.
4. Provide a locked storage space in which to keep medications.
5. Communicate ArtSpace Charter School Medication policy to parents (i.e. Student handbook, parent newsletter).
6. Assure that Medication Authorization forms are completed by the health care provider and parent/guardian. Medication Authorization forms must be on file before medication is administered.
7. Provide internet access or a current (i.e. 3-5 years) drug reference book readily accessible for use by school personnel as a standard resource in reviewing medications (Example: Mosby’s Nursing Drug Reference, internet access for online review).

School Nurse Role

1. Serve on school system committee for the development and annual evaluation of written school policy and procedures for medication administration.
2. Coordinate and monitor the administration of medication in each school according to adopted policy.
3. Review the documentation of medication in the school. Periodically audit the completed forms and procedures for quality, accuracy, safety, and compliance with written guidelines. Recommend changes to principals and school staff as needed.
4. Serve as consultant to principals, school staff, parents, and students regarding medication safety and concerns at school.
5. Serve as liaison with parents, health care provider, and the appropriate individuals regarding status and effectiveness of student’s medication treatment plan.
6. Provide training for school staff who are assigned the responsibility for administering and safely securing medications at school.

Reference:
4.05 Student Enrollment Policy

ArtSpace Charter School abides by all North Carolina school enrollment laws. If a conflict were to arise all applicable state laws will supersede local policies. ArtSpace encourages diversity and does not discriminate on the basis of gender, race, national or ethnic origin, sexual orientation, economic standing, religion, or disability of the child in its admission policies or educational programs.

I. APPLICATION
II. ADMISSION
III. ENROLLMENT
IV. GENERAL POLICIES
   A. Lottery Policy & Process
   B. Wait List
   C. Siblings

I. APPLICATION

1. Applications will be available at the school during regular school hours. Application packets are also available on our website or upon request can be mailed to families.
2. To qualify for application, a student’s parent or legal guardian must be legally domiciled in the state of North Carolina, and must provide documentation of such at the time of application. Out-of-State applications will not be considered. Students protected by the McKinney-Vento Homeless Act are qualified for enrollment.
3. Prospective parents, including families with currently enrolled students, must submit a complete Student Application Form for each child they want to enroll.
4. An application will be considered “complete” only if all the information requested is given, the information is truthful, the parent/legal guardian has signed the form, and proof of being domiciled in NC is attached.
5. A student may apply for only one grade.
6. To enroll in Kindergarten, a child must be five years old by August 31 of the current school year (NCGS 115C-364).
7. Application Deadlines.
   a. For the Current school year, applications will be accepted until the twentieth day of the academic year. Students will not be enrolled after the twentieth day.
   b. For the Following school year, applications will be accepted beginning the 21st day of the current school year. All completed applications must be received prior to the second Monday in March at 4:00 to be included in the ArtSpace Lottery, while others will be placed on the wait lists in the order received.
8. Once enrolled, students are not required to re-apply in subsequent years. However, families must notify the office by May 15 to confirm their enrollment for the following year.
9. Currently enrolled families are contacted in January, asking if they have any siblings to be included in the ArtSpace Lottery. Sibling applications should be returned by the second Monday in March at 4:00.
10. An application must be signed by a parent or legal guardian, and is considered complete only when this signature is obtained. A student in foster care or under temporary / alternate placement is not necessarily living with the legal guardian. The legal guardian must sign the application.

II. ADMISSION

1. Students who seek admission into ArtSpace Charter School must complete the application process.
2. No students will be admitted after the twentieth day of the academic year.
3. A student must be admitted either by the ArtSpace Lottery or the wait list for their grade level.
4. Applicants must document their academic achievement level to ensure appropriate grade placement. Any presentation of inaccurate information on the application, or during enrollment, regarding a student’s academic record or situation could potentially result in a loss of placement.
5. If an applicant is offered a slot and declines the opening, then the application is removed from the active files to a “declined enrollment” file, with notes as to why the application was declined.

III. ENROLLMENT

1. Once an applicant is offered a spot, parents must return the Enrollment Form, Request for Transcripts and Emergency Contact/Release form with all signatures. A student will not be allowed to attend without these signed forms in the school office.
2. The first day of attendance is the actual enrollment date.
3. Once enrolled, students are not required to re-apply in subsequent years. However, families must notify the office by May 15 to confirm their enrollment for the following year.
4. Currently enrolled families are contacted in January and asked if they have any siblings to be included in the ArtSpace Lottery. Sibling applications should be returned by the first Monday in March.
5. If an IEP or 504 is currently in place for a student, a copy must be attached to the enrollment form in order for the enrollment to be considered “complete”. These documents will be reviewed by the administration before the applicant will be enrolled to insure appropriate services are offered.
6. All documentation regarding achievement, IEP’s, and/or 504’s will be reviewed. Any presentation of inaccurate information could potentially result in a loss of enrollment.

IV. GENERAL POLICIES

A.1 General Lottery Policy
1. By law charter schools must conduct a lottery to fill any openings by grade level.
   a. If the number of completed applications received by the annual lottery date (see 1.7b above) exceeds the capacity of the grade level, then students will be admitted by lottery.
   b. If the number of completed applications received by the annual lottery date is less than the capacity by grade level, then students will be admitted on a first-come basis until school capacity is reached.
2. Currently enrolled families are contacted in January and asked if they have any siblings to be enrolled and included in the lottery. Sibling applications should be returned by the first Monday in March at 4:00.
   a. If the number of siblings with completed applications is less than the capacity by grade level, then siblings will be admitted on a first-come basis until school capacity is reached.
b. If the number of siblings with completed applications exceeds the capacity by grade level, then siblings will be admitted by a sibling lottery.

3. Parent Information Night(s), Open House(s), retail ads, and personal letters will be made available prior to the lottery to allow interested families and the community to learn more about ArtSpace Charter School.

4. Families on the current year’s Wait List are contacted regarding inclusion in the upcoming lottery, PIN/Open House dates, and are given new blank applications to complete.

5. For the lottery, the number of openings is determined in March, and is based upon:
   - the number of returning students,
   - the growth levels established by the Board
   - the number of siblings to be newly enrolled, and
   - the number of retentions and double promotions.

6. Completed applications must be received by the first Monday in March by 4:00 to be included in the ArtSpace Lottery. Completed applications received AFTER the first Monday in March will be placed on a wait list by grade level in the order received.

7. The ArtSpace Lottery will be held on the fourth Tuesday of March.

8. The ArtSpace Lottery event is open to the public, and will follow NC Open Meetings laws. The date and time of the ArtSpace Lottery will be posted in advance.

9. An applicant can be included in the lottery for only one grade level.

10. A student who was enrolled in ArtSpace within the two previous school years but left the school 1) to participate in an academic study abroad program or 2) who left because of the vocational opportunities of the student’s parents, are eligible for admission priority. The term of leave may be for one academic year. A formal written request must be submitted to the Executive Director for approval by June 30 of the school year in which the student is currently enrolled.

11. General Statute 115C-218.45 restricts the portion of priority enrollment given to children of staff and board members to no more than 15% of the total student body. ArtSpace will limit the number of these priorities based on this statute.

A2.3 Five separate drawings will occur:

A. First draw will be for children of all full-time employees. Note that this does not apply to PACE or FACE Board members.

B. “Second draw will be for a) siblings of currently enrolled students, or b) siblings of students who graduated 8th grade and were enrolled in at least four grade levels.”

C. Third draw will be held for students who were enrolled in ArtSpace within the two previous school years but left the school 1) to participate in an academic study abroad program or 2) who left because of the vocational opportunities of the student’s parents.

D. Fourth draw will be held for applicants whose parent has been a member of the PACE or FACE Board for at least one year (from the date of the actual lottery).

E. Finally, an open draw will be held for all other applicants. Once all openings are filled, applicants will be placed on the appropriate grade-level wait list in the order drawn.

A2.4 School Mint, an online lottery/enrollment platform, will be used to facilitate the lottery.

A2.5 Families are notified in writing of the lottery results (grade placement or wait list placement) within two weeks.
A2.6 Enrollment forms are due 2 weeks after notice of acceptance. Families MUST reply and notify the school of acceptance within 2 weeks, clarifying their decision to accept or decline the continuation of the enrollment process, or placement could be lost.

A2.7 For an applicant who is selected for admission and decides NOT to enroll, the next applicant on the wait list for that grade level will be notified immediately for enrollment.

B. Wait List
1. A wait list for each grade level will be established whenever ArtSpace Charter School’s capacity is exceeded, and students on the list will be contacted if and when an opening occurs.
2. When an applicant is placed on the wait list, the application will be held until a new enrollment period begins. After this, the applications will be archived. Families will be contacted regarding the new enrollment period, upcoming lottery dates, and PIN/Open House dates.
3. New students will not be enrolled after the twentieth day of school.
4. When an opening becomes available, applicants are offered a slot according to the order of the Grade Level Wait List. The applicant is notified and given a specified time frame in which to accept or decline the opening. To secure enrollment, appropriate forms must be returned to the school office before the specified deadline.
5. A separate wait list is maintained for each grade level.
6. Applicants may sign into their School Mint account to check their waitlist placement.

C. Siblings
1. Siblings of currently enrolled students will be given admission priority. Siblings includes half-siblings, and stepsiblings residing in the same home. It also includes foster children living in the same home.
2. Siblings of students who have completed the 8th grade at ArtSpace and who were enrolled in at least four grade levels at ArtSpace will also be given admission priority.
3. For siblings to receive priority status under the sibling rule, a student must currently attend ArtSpace Charter School and re-enter the following year.
4. Prospective parents, including families with siblings of currently enrolled, must submit a Student Application Form for each child they want to enroll.
5. Families of currently enrolled students will be contacted in January, and requested to complete an application for siblings who wish to be enrolled for the upcoming year. The deadline for completed sibling applications is the second Monday in March at 4:00.
6. Multiple birth siblings enter the ArtSpace Lottery under one application. Other siblings must enter the ArtSpace lottery on a separate application form.

Adopted – 20091020
Revised -- 20110629
Revised and Approved 20131119
Revised and Approved 20160719
Revised and Approved 20170919
Revised and Approved 20180116
Revised and Approved 20190408
Revised and Approved 20191119
P.A.C.E., Inc. Board of Directors acknowledges the dignity and worth of all students and employees and strives to create a safe, orderly, caring and inviting school environment to facilitate student learning and achievement. The board will not tolerate any form of unlawful discrimination, harassment or bullying in any of its educational or employment activities.

A. Prohibited Behaviors and Consequences

1. Discrimination, Harassment, and Bullying

Students, employees, parents, volunteers, and visitors are expected to behave in a civil and respectful manner. The board expressly prohibits unlawful discrimination, harassment and bullying.

Students are expected to comply with the behavior standards outlined in the Parent and Student Handbook. Employees are expected to comply with board policy and the Employee Handbook. Parents, volunteers and visitors on school property or taking part at any time in a school-sponsored event on or off property are also expected to comply with board policy and established school rules and procedures.

Any violation of this policy is serious, and administration shall promptly take appropriate action. Students will be disciplined in accordance to the procedures established in the Parent and Student Handbook. Based on the nature and severity of the offense and the circumstances surrounding the incident, the student will be subject to appropriate consequences and remedial actions ranging from positive behavioral interventions up to, and including, expulsion.

Employees who violate this policy will be subject to disciplinary action, up to, and including, dismissal. Parents, volunteers and visitors who violate this policy will be directed to leave school property and/or reported to law enforcement, as appropriate.

When considering if a response beyond the individual level is appropriate, the administration should consider the nature and severity of the misconduct to determine whether a classroom or school-wide response is necessary. Such classroom and school-wide responses may include staff training, harassment and bully prevention programs and other measures deemed appropriate by the Executive Director to address behavior.

2. Retaliation

The board prohibits reprisal and retaliation against any person for reporting or intending to report violations to this policy, supporting someone for reporting or intending to report a violation of this policy or participating in the investigation of reported violations of this policy.

After consideration of the nature and circumstances of the reprisal or retaliation and in accordance with applicable federal, state and local laws, policies and regulations, the Executive Director or designee, or Board shall determine the consequences and remedial action for a person found to have engaged in reprisal and retaliation.
B. Application of Policy

This policy prohibits unlawful discrimination, harassment and bullying by students, employees, volunteers, and visitors. “Visitors” includes parents, persons, agencies, vendors, contractors and organizations doing business with or performing services for the school.

This policy applies to any behavior that takes place:
1) on school property before, during or after school hours;
2) in any vehicle as part of a school activity;
3) during any school-sponsored activity or extracurricular activity;
4) at any time or place on or off school property when the individual is subject to the authority of school personnel; and
5) at any time or place when the behavior has a direct and immediate effect on maintaining order and discipline in the schools.

C. Definitions

For purposes of this policy, the following definitions apply:

1. Discrimination

Discrimination means any act or failure to act that unreasonably and unfavorably differentiates treatment of others solely based on their membership in a socially distinct group or category, such as race, ethnicity, sex, pregnancy, religion, age, sexual orientation or identity, or disability. Discrimination may be intentional or unintentional.

2. Harassment and Bullying

a. Harassment or bullying behavior is any pattern of gestures or written, electronic or verbal communications, or any physical act or any threatening communication that:

1. places a student or school employee in actual or reasonable fear of harm to his or her person or damage to his or her property; or

2. creates or is certain to create a hostile environment by substantially interfering with or impairing a student's educational performance opportunities or benefits.

“Hostile environment” means that the victim subjectively views the conduct as harassment or bullying and that the conduct is objectively severe or pervasive enough that a reasonable person would agree that it is harassment or bullying. A hostile environment may be created through pervasive or persistent misbehavior or a single incident, if sufficiently severe.

Harassment and bullying include, but are not limited to, behavior described above that is reasonably perceived as being motivated by any actual or perceived differentiating characteristic or motivated by an individual's association with a person who has or is perceived to have a differentiation characteristic, such as race, color, religion, ancestry, national origin, gender, socioeconomic status, academic status, gender identity, physical appearance, sexual orientation, or mental, physical, developmental or sensory disability. Examples of behavior that may constitute bullying or harassment include, but are not limited to, verbal taunts, name-calling and put-downs, epithets, derogatory comments or slurs, lewd propositions, exclusion from peer groups, extortion of money or possessions, implied or stated threats, assault, impeding or blocking movement, offensive touching or any physical interference with normal work or movement, visual insults, such as derogatory posters or cartoons. Legitimate age-appropriate pedagogical techniques are not considered harassment or bullying.
It is possible for harassment, including sexual or gender-based harassment, to occur in various situations. For example, harassment may occur between fellow students or co-workers, between supervisors and subordinates, between employees and students, or between non-employees, including visitors, parents, and employees or students. Harassment may occur between members of the opposite sex or members of the same sex.

b. Sexual harassment is one type of harassment. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual’s employment, academic progress or completion of a school-related activity;

2. submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual, or in the case of a student, submission to or rejection of such conduct is used in evaluating the student’s performance within a course of study or other school-related activity; or

3. such conduct is sufficiently severe, persistent or pervasive that it has the purpose or effect of unreasonably interfering with an employee’s work or performance or a student’s educational performance, limiting a student’s ability to participate in or benefit from an educational program or environment, or creating an abusive, intimidating, hostile or offensive work or educational environment.

Sexually harassing conduct includes, but is not limited to, deliberate, unwelcome touching that has sexual connotations or is of a sexual nature, suggestions or demands for sexual involvement accompanied by implied or overt promises or preferential treatment or threats, pressure for sexual activity, continued or repeated offensive sexual flirtations, advances or propositions, continued or repeated verbal remarks about an individual’s body, sexually degrading words used toward an individual or to describe an individual, or the display of sexually suggestive drawings, objects, pictures or written materials. Acts of verbal, nonverbal, or physical aggression, intimidation or hostility based on sex, but not involving sexual activity or language, may be combined with incidents of sexually harassing conduct to determine if the incidents of sexually harassing conduct are sufficiently serious to create a sexually hostile environment.

c. Gender-based harassment is also a type of harassment. Gender-based harassment may include acts of verbal, nonverbal or physical aggression, intimidation or hostility based on gender or gender-stereotyping but not involving conduct of a sexual nature.

D. Reporting and Investigating Complaints of Discrimination, Harassment or Bullying

Employees are required to report any actual or suspected violations of this policy. Students, parents, volunteers, visitors or others are also strongly encouraged to report any actual or suspected incidents of discrimination, harassment or bullying. All reports should be made in accordance with the Bullying, Discrimination and Harassment Complaint Procedure. Reports may be made anonymously, and all reports shall be investigated in accordance with that procedure.
E. Training and Programs

The Executive Director shall establish training and other programs that are designed to help eliminate unlawful discrimination, harassment and bullying and to foster an environment of understanding and respect for all members of the school community. Training for students, employees and volunteers will 1) provide examples of behavior that constitutes as bullying, harassment or discrimination; 2) teach employees to identify groups that may be the target of discrimination, harassment or bullying; 3) train school employees to be alert to locations where such behavior may occur, including locations on school property and on cell phones and other electronic communication.

F. Notice

This policy is located in the P.A.C.E., Inc. Board Policy Manual in the front office and may be included in the Parent and Student Handbook and the Employee Handbook. It may also be disseminated electronically and/or posted on the school’s website.

G. Records and Reporting

Administration shall maintain confidential records of complaints or reports of discrimination, harassment or bullying. The records must identify the names of all individuals accused of such offenses and the resolution of such complaints or reports. The Executive Director shall maintain records of training conducted and corrective action or other steps taken by the school system to provide an environment free of discrimination, harassment and bullying. Administration will report all verified cases of student discrimination, bullying and harassment that result in a suspension through the Discipline Data Collection Report.

Adopted - May 18, 2010
It is the policy of the P.A.C.E., Inc. Board to promote the safety of all students, staff, and visitors in its schools. To further this policy, school personnel may, in compliance with G.S. 115C-391.1 and state and local policies and procedures, employ reasonable restraint, seclusion or isolation techniques with students.

The Executive Director or designee shall make this policy and G.S. 115C-391.1 available to school personnel and parents/guardians at the beginning of each school year and shall notify parents of any prohibited use of seclusion, restraint, or aversive techniques and shall provide a written incident report within 30 days of any such incident as required by G.S. 115C-391.1 and applicable policies and procedures. The Executive Director or designee shall annually provide a record of reported incidents to the State Board of Education.

Any report or allegation regarding prohibited use of seclusion, restraint, isolation, or aversive techniques shall be governed by the Whistleblower policy (7.03 Whistleblower Protection Policy)

 Adopted – September 21, 2010
ArtSpace Charter School is a tuition free public charter school in compliance with NC General Statutes 115c-218.50. As such, the school does not charge any tuition or fees for enrolled students to attend or receive school services.

Fees and donations may be requested for field trips, extracurricular activities, classroom supplies, out-of-school time care, and other goods and services. These fees are consistent with the fees assigned by the local education agencies in Buncombe County.

Adopted April 19, 2016
ArtSpace Charter School will make reasonable accommodations for qualified persons with disabilities in accordance with requirements of state and federal law. An individual with a disability may be accompanied by his or her service animal on school property unless the animal is properly excluded as set forth in section E of this policy. The Executive Director shall establish any necessary administrative regulations for the use of service animals on school property.

A. DEFINITION OF “SERVICE ANIMAL” A “service animal” for purposes of this policy is any dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, a physical, sensory, psychiatric, intellectual or other mental disability. The work or tasks performed by a service animal must be directly related to the individual’s disability or necessary to mitigate a disability.\(^1\) Service animals do not include any other species of animal, whether wild or domestic, trained or untrained. Animals whose sole function is to provide emotional support, well-being, comfort, companionship or therapeutic benefits or to act as a crime deterrent are not service animals for the purposes of this policy.

B. USE OF A SERVICE ANIMAL ON SCHOOL PROPERTY BY STUDENTS AND EMPLOYEES

1. Introduction of a Service Animal

School administrators shall facilitate the introduction of an eligible service animal into the school environment. To promote a successful integration of the service animal into the educational program and to minimize unnecessary disruption, an employee or student with a disability who intends to bring a service animal to school during the school day is encouraged to follow these guidelines.

   a. The employee, student or student’s parent should notify the Executive Director of ArtSpace in writing at least 15 school days prior to the date proposed to bring the service animal onto school property.

   b. The employee, student or student’s parent should work with school personnel to create a plan addressing the presence of the service animal during the school day. A plan to integrate a service animal into the school environment should include the following:

      1) appropriate training for school personnel and students regarding interaction with the service animal;
      2) any necessary modifications to the educational program so that the employee or student with a disability may be accompanied by the service animal; and
      3) address, when necessary, the presence of a handler other than the employee or student with the disability to control or care for the service animal.

   c. The service animal should wear identification to provide adequate notice to students, school personnel and school visitors that the dog is a service animal.

\(^1\) Examples of work or tasks include assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing nonviolent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal’s presence and the provision of emotional support, well-being, comfort or companionship do not constitute work or tasks for the purposes of this definition.
d. The service animal should be free of parasites and otherwise in good health.

2. Presence of a Service Animal on School Property

An employee or student with a disability accompanied by a service animal must meet the following requirements for a service animal to be present on school property.

a. A student or employee who elects to be accompanied by a service animal will be expected to care for and supervise the animal. If a student is not capable of providing adequate care and supervision, the parent will be responsible for providing such care and supervision.

b. If a student requires assistance from a parent or handler to control and care for the service animal while on school property, that individual must submit to a background screening, which may include a criminal history check in accordance with state law and any procedures established by the school board.

c. The service animal must be on a leash or other mechanical restraint at all times. If mechanical restraint is not feasible due to a student’s disability, the animal must be under other sufficient means of control.

d. The service animal must be housebroken, under the control of its handler, and have received all necessary vaccinations as required by state law.

C. USE OF A SERVICE ANIMAL ON SCHOOL PROPERTY BY SCHOOL VISITORS

A school visitor who is an individual with a disability may be accompanied by a service animal in accordance with all applicable state and federal laws and regulations. A service animal that is accompanying a school visitor may be properly excluded from school property for a reason(s) set forth in section E of this policy.
D. LIABILITY

The board may hold the owner or handler of a service animal liable for any property damage caused by the animal to the same extent required by other board policy or administrative rules that impose liability for property damage. In addition, either the owner or handler, or both may be liable for personal injury caused by the animal or related to the presence of the animal on school property. The owner of a service animal must have sufficient liability insurance to cover personal injury or property damage caused by the service animal and provide the school with a certificate of liability insurance.

E. EXCLUSION OF A SERVICE ANIMAL FROM SCHOOL PROPERTY

School personnel shall not ask an individual with a disability about the nature or extent of his or her disability or for proof of a service animal’s training as a condition of allowing the animal onto school property. However, when not readily apparent to school personnel, a director or designee may inquire as to whether the animal is required because of a disability and what work or task the animal has been trained to perform. Such inquiries may be made to confirm that the dog is a service animal and is rightfully present on school property. This provision does not preclude an IEP team, 504 team, or other school-based team to gather data or evaluate a student suspected of having a disability as required by law. A director or designee may exclude a service animal from school property for the following reasons:

1. The animal poses a direct threat to the health or safety of others that cannot be eliminated by reasonable modifications.

2. The animal is out of control and the animal’s handler does not take effective action to control it.

3. The animal is not housebroken.

4. The presence or behavior of the animal fundamentally alters the service, program or activity of the school system.

If the Executive Director or designee excludes a dog or service animal from school property, the director or designee must document the reasons for the exclusion and notify the school board. The school board will make a determination on whether a service animal will be allowed to return to the school and, if reasonably possible, notify the individual with the disability in writing of the decision within five work days of the initial exclusion.

If the school board determines that an animal does not meet the definition of a service animal or that a service animal should be excluded for one or more of the reasons described in this section, the student’s Section 504 or IEP Team shall meet to consider and document whether the animal’s presence is necessary for the child to receive an appropriate education or to have equal access to the educational program and, if not, whether the child needs other aids and services or accommodations.

If a service animal is excluded, an individual with a disability will be provided the opportunity to participate in educational services, programs or activities as required by law without having the service animal on the premises.
F. APPEAL OF AN EXCLUSION OF A SERVICE ANIMAL FROM SCHOOL PROPERTY

The Executive Director’s decision regarding exclusion of a service animal from school property in accordance with this policy may be appealed consistent with N.C.G.S. 115C45(c).


Adopted – March 05, 2019
The P.A.C.E. Board of ArtSpace Charter School recognizes that concussions and other head injuries may be serious and potentially life threatening and that such injuries may result in serious consequences later in life if managed improperly. The board is committed to practices that reduce the potential for short-term or long-term effects from such injuries. In support of this commitment, the board directs school employees to comply with the concussion safety requirements for physical education, playground activity, as well as interscholastic athletic competition established by G.S. 115C-12(23) as amended in the Gfeller-Waller Concussion Awareness Act of 2011, and to implement and follow all concussion safety requirements set forth in State Board of Education rules and policies for elementary and middle schools. The Executive Director (ED) or designee maintains a concussion plan consistent with state requirements and shall implement and monitor compliance with this policy. See Emergency Action Plan for Head Injury and Concussion: Attachment A. The ED is authorized to investigate the use of baseline testing for student-athletes and require that student-athletes undergo such testing prior to their participation in any interscholastic athletic competition.

A. DEFINITION OF CONCUSSION

A concussion is a traumatic brain injury (TBI) caused by a direct or indirect impact to the head that results in disruption of normal brain function, which may or may not result in a loss of consciousness.

B. ARTSPACE HEAD INJURY INFORMATION

Each year, all teachers, coaches, school nurses, first responders, volunteers, students in athletic activities, and parents of students in athletic activity must be provided with a concussion and head injury information sheet that meets the requirements of the State Board.

Before any student, school employee, volunteer or first responder will be allowed to participate in interscholastic athletic activities, including tryouts, practices or competitions, he or she must sign the head injury information sheet (Attachment B: NCHSAA Student & Parent/Legal Custodian Concussion Information Sheet and Statement Form) and return it to the coach. Families whose children are participating in interscholastic athletics should sign the concussion statement forms. The ED of the school shall ensure that a complete and accurate record of the returned signed sheets is maintained in accordance with law and State Board policy.

C. REMOVAL FROM AND RETURN TO PLAY/LEARN

Any student who is exhibiting signs or symptoms consistent with a concussion must be removed from that activity immediately. Further, students involved in athletics must not be allowed to return to play or practice that day or on any subsequent day until he or she has been evaluated and has received written clearance for participation that complies with the requirements of G.S. 115C-12(23) and any other applicable law or State Board policy. School administration will ensure annual Return to Learn/Return to Play training for faculty and staff. Attachment C: Licensed Health Care Provider Concussion Return-to-Learn/Play Recommendations
A student who sustains injury and requires temporary accommodations because of a concussion can receive those temporary accommodations through section 504 with a doctor’s note. Students with a permanent TBI may (1) qualify for accommodations under 504 with a doctor’s note or (2) in the event of a suspected ongoing disability impacting academic performance and requiring specifically designed instruction, the student may be evaluated to assess if he/she qualifies for special education.

D. EMERGENCY ACTION PLANS ADDRESSING HEAD INJURY AND CONCUSSION

The ED or designee shall maintain an emergency action plan to respond to serious medical (head) injuries and acute medical conditions in which the condition of the injured student may deteriorate rapidly. All such plans must include a delineation of roles, methods of communication, available emergency equipment and a plan for emergency transport. (See written plan in Attachment A venue-specific for both On and Off Campus Activity e.g. Athletics, Field Trips or other school events.)

The plans must be (1) in writing, (2) reviewed by a physical education teacher, school nurse or other athletic trainer who is licensed in North Carolina, (3) approved by the ED if developed by a designee, (4) distributed, posted, reviewed and rehearsed in accordance with G.S. 115C-12(23), and (5) compliant with any other requirements of state law and State Board policy.

E. RECORD KEEPING

The ED will ensure completion of accurate and complete records to comply with this policy and applicable legal authority. Records shall include accounts of any education or training as may be required by law or State Board of Education policy.

The ED’s annual report to the board on compliance with laws and policies related to student wellness shall include a report on the system’s compliance with laws and policies related to concussions and head injuries.

Legal References: G.S. 115C-12(23); S.L. 2011-147

Cross References: Student Health and Wellness Guidelines

Other Resources: Matthew Gfeller Sport-Related TBI Research Center at UNC website http://tbicenter.unc.edu/MAG_Center/Home.html; Report to the North Carolina General Assembly: Study of Sports Injuries at Middle School and High School Levels, N.C. Department of Public Instruction (2011)

Adopted – March 05, 2019
ACS will have procedures in place outlining the actions and responsibilities of staff and administration in addressing the following issues:

- Evacuation Fire
- Evacuation Non-Fire
- Hazardous Materials
- Lockdown-Perimeter
- Lockdown-Full
- Serious Medical Emergency
- Severe Weather (tornado; hurricane; etc.)
- Public Health Emergency
- Student in Crisis

It is the responsibility of the Executive Director to insure the procedures are current and applicable and that all applicable parties are aware of the procedures.

The Executive Director is also responsible for making sure that drills occur on a regular basis.

These procedures will be reviewed annually by the administration and the policy team and submitted to the board for discussion. If there are any changes or revisions that must be made between annual reviews, it is the responsibility of the Executive Director to immediately notify the staff and provide written notification to the P.A.C.E., Inc. Board of Directors.

For additional information regarding any of these procedures, interested parties may contact the school administration.

Revised - March 17, 2009

P.A.C.E., Inc.
5.03 Non-Staff AfterCare Fee Waiver Policy

AfterCare is only available to students enrolled at ArtSpace. Siblings, friends and other non-ArtSpace students are not permitted to attend the aftercare program. Other children, carpool partners, friends sleeping over, etc., will not have their fee waived.

The daily aftercare fee will be waived up to three times per month for the reasons listed below.

- Parent attendance at an IEP meeting, teacher conference, administrative conference, or other type of meeting when the school has requested parent’s attendance.
- Parent attendance at a committee meeting.
- Parent volunteering between the hours of 3:30-6:00.

Fees will only be waived if the parent has submitted a “Waiver Request Sheet” signed by a staff member, within 48 hours of the day to be waived.

All fees will be waived for students eligible for McKinney-Vento services.

AfterCare fees will not be waived for the following reasons:

- Attendance of sibling or carpool partner due to an afterschool detention.
- Attendance of a carpool partner because a field trip runs past the 3:30 normal pick-up time.
- Attendance to aftercare after a tutoring session.
- Students staying after school for a special project or program later that evening.

<table>
<thead>
<tr>
<th>AfterCare Fee Waiver Request Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>AfterCare Fees may be waived for the following reasons:</td>
</tr>
<tr>
<td>- Parent attendance at an IEP meeting, teacher</td>
</tr>
</tbody>
</table>

Parent’s Name: ___________________________________________________________________________
Student(s) Name(s): _______________________________________________________________________
Date Requested for Fee Waiver: ________________________________
Date Submitted to After Care Director: _______________________
Reason for Request: _______________________________________________________________________
Staff Member Approval: ________________________________
Total Amount of Fees Waived: _____________________________

*This form must be filled out by the parent, signed off by a staff member and submitted to the After School director by the parent.

Adopted November 18, 2008
Revised September 21, 2010
AfterCare Fee Waiver Request Form

AfterCare Fees may be waived for the following reasons:

Parent's Name:______________________________________________________________________________

Student(s) Name(s): ___________________________________________________________________

Date Requested for Fee Waiver: ___ ________________________

Date Submitted to After Care Director: ___________________

Reason for Request: ________________________________________________________________

Staff Member Approval: ______________________________

Total Amount of Fees Waived: _________________________

*This form must be filled out by the parent, signed off by a staff member and submitted to the After Care Director by the parent.

Revised 9/21/10

Page 2 of 2
ArtSpace Charter School is committed to fulfilling all requirements under the FCC E-Rate program. As such, all documents pertaining to the application for and expenditure of E-Rate funds will be retained for ten (10) years after the last date of service.

For the 2009-2010 E-Rate program, the first year that ArtSpace will participate, documents will be held until June 30, 2015.

This policy has been approved by the Partnership for Art at the Core of Education, Inc., Board of Directors on July 21, 2009.

Adopted - July 21, 2009
Revised November 17, 2015
School Improvement Team

In order to improve student performance, ArtSpace Charter School shall develop a school improvement plan (SIP) that takes into consideration the annual performance goal for that school that is set by the State Board under G.S. 115C-105.35. The Executive Director, Assistant Director, instructional personnel, instructional support personnel, teacher assistants and parents of children enrolled in the school shall constitute the school improvement team (SIT) to develop a school improvement plan to improve student performance. Representatives of the instructional personnel, instructional support personnel, and teacher assistants shall be elected by secret ballot each spring for the upcoming school year. Two parents shall be elected each spring by parents of children enrolled in the school in an election conducted by the administration or designee. Terms shall be two years. Second terms are limited to one year. The SIP team will attempt to stagger these terms as much as possible. No elected member may serve more than two consecutive terms. If elected positions become vacant at the start of the school year, another election will be held to fill the position within the first 20 days of the school year.

Parents serving on the school improvement team shall reflect the racial and socioeconomic composition of the students enrolled in that school and shall not be members of building-level staff. Parental involvement is a critical component of school success and positive student achievement; therefore, in order to incorporate active parent involvement in the student improvement team, meetings shall be held at a convenient time to assure substantial parent participation.

School Improvement Plan

The strategies for improving student performance:

1. Shall include a plan for the use of staff development funds that may be made available for the implementation of the school improvement plan;

2. Shall include a plan for preparing students to read at grade level by the time they enter second grade. The plan shall require kindergarten and first grade teachers to notify parents/guardians when their child is not at grade level and is at risk of not reading at grade level by the time the child enters second grade. The plan may include the use of assessments to monitor students’ progress in learning to read, strategies for teachers and parents to implement that will help students improve and expand their reading, and provide for the recognition of teachers and strategies that appear to be effective at preparing students to read at grade level;

3. Shall include a plan to address school safety and discipline concerns.

4. Shall include a plan that specifies the effective instructional practices and methods to be used to improve the academic performance of students identified as at risk of academic failure;

5. Shall include a plan to provide a duty-free instructional planning time for every teacher with the goal of providing an average of at least five hours of planning time each week.
6. Shall include a plan to address the Title I components for either a schoolwide or targeted assistance school program as appropriate for school’s current federal designation.

Support among the affected staff members is essential to successful implementation of a school improvement plan to address improved student-performance. The Executive Director shall present the proposed school improvement plan to all of administration, instructional personnel, instructional support personnel, and teacher assistants for their review and vote. The vote shall be by secret ballot. The Executive Director shall submit the school improvement plan to the P.A.C.E. Board only if the proposed school improvement plan has the approval of a majority of the staff who voted on the plan.

P.A.C.E. Board shall approve or reject the school improvement plan, but shall not make any substantive changes in any school improvement plan approved. If P.A.C.E. Board rejects the plan, it shall state with specificity its reasons for rejecting the plan; the school improvement team may then prepare another plan, which will be presented to staff for vote and re-submit the new plan for P.A.C.E. Board approval. If no school improvement plan is approved for a school within 60 days after the initial submission, the P.A.C.E. Board may develop a school improvement plan. The NC General Assembly urges the local board to utilize the school’s proposed school improvement plan to the maximum extent possible when developing such a plan.

The school improvement plan shall remain in effect for no more than three years; however, the school improvement team may amend as often as is necessary or appropriate. ArtSpace Charter School will review the plan annually and follow established protocol for P.A.C.E. Board approval.

Adopted – August 18, 2009
Revised – September 21, 2010
Re-Approved – January 17, 2012
Revised and Approved May 21, 2013

P.A.C.E. Inc.
5.06 School Facility Use Policy (Rental Rates) Policy - Auditorium

ACS shall provide guidelines for allowable use of the facility to Partners, Non-Profit Organizations, For-Profit Organizations and individuals. Rental rates, services and application information are available upon request. ArtSpace Charter School will not discriminate on the basis of sex, race, color, religion, national origin, disability or age. Adopted – July 21, 2009

Auditorium Rental Rates

<table>
<thead>
<tr>
<th>USER</th>
<th>FEE W/ NO ADMISSION CHARGED</th>
<th>FEE W/ADMISSION CHARGED</th>
</tr>
</thead>
<tbody>
<tr>
<td>TYPE I: Partners Organizations that provide services in-kind and/or monetary support.</td>
<td>Fee waived*. Support staff, including building supervisor and maintenance additional.</td>
<td>Fee waived*. Support staff, including building supervisor and maintenance additional.</td>
</tr>
<tr>
<td>TYPE II: Non-Profit Organizations (Must provide verification of 501(c)3)</td>
<td>$200*. Support staff, including building supervisor and maintenance additional.</td>
<td>$200*. Support staff, including building supervisor and maintenance additional. Plus 20% of all concession sales and 10% of gross ticket sales.</td>
</tr>
<tr>
<td>TYPE III: For-Profit Organizations and Individuals</td>
<td>$500*. Support staff, including building supervisor and maintenance additional.</td>
<td>$500*. Support staff, including building supervisor and maintenance additional. Plus 20% of all concession sales and 10% of gross ticket sales.</td>
</tr>
</tbody>
</table>

* Fee based on a 4-hour period per day. Additional time is $50 per hour and does not include fees for support staff. Fees for blocks of time are negotiable. ArtSpace reserves the right to require personnel as necessary on a case-by-case basis. ArtSpace reserves the right to prohibit the consumption of food or beverage on the premises. Alcoholic beverages and drugs are prohibited on school property. ArtSpace Charter School is a smoke-free campus; all smoking is prohibited. The renting organization must hold comprehensive liability insurance and is responsible for all damages to property. A copy of the current insurance policy is required and will be verified before the application can be processed. ArtSpace is not responsible for accidents or injuries.
## Auditorium Optional Services

(Equipment Use Rental - rates subject to change)

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Rental Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Piano</td>
<td>$50 + optional tuning fee</td>
</tr>
<tr>
<td>Concession Bar</td>
<td>$25</td>
</tr>
</tbody>
</table>

## Personnel Fee Chart

(All services subject to prior approval and availability; ArtSpace reserves the right to require specific personnel for events. Holiday pay rates are double.)

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Supervisor</td>
<td>$25 pp/ph</td>
</tr>
<tr>
<td>Security (at the school’s discretion)</td>
<td>$25 pp/ph</td>
</tr>
<tr>
<td>Maintenance/Housekeeping</td>
<td>$25 pp/ph</td>
</tr>
<tr>
<td>Sound Engineer</td>
<td>$25 pp/ph</td>
</tr>
<tr>
<td>Lighting Engineer</td>
<td>$25 pp/ph</td>
</tr>
<tr>
<td>Combined Lighting/Sound Engineer</td>
<td></td>
</tr>
<tr>
<td>For small performances</td>
<td>$35 pp/ph</td>
</tr>
<tr>
<td>Box Office</td>
<td>$15 pp/ph</td>
</tr>
</tbody>
</table>
1. 5.06P AUDITORIUM USE APPLICATION

Organization ____________________________________________________________

Contact Person _______________________________________________________

Address ___________________________________________________________________

Phone ______________________________    E-Mail ______________________________________

Type of Group: _____Type I    _____ Type II    _____Type III

Do you hold a current 501(c)3? If yes, attach verification.  _____ yes  _____ no

Liability Insurance Carrier and Policy Number ___________________________________________

Purpose of Use ___________________________________________________________________

Description of Event _____________________________________________________________

Number of Persons Expected in Audience ___________ in Performance _________________

Date(s) of Use: _________________________________________________________________

Hours of Use: __________________________________________________________________

Renter Initial _______________________________  ED Initial ____________________________

Page 1 of 3
Auditorium Services and Personnel
Facility Rental Policy

ACS shall provide guidelines for allowable use of the facility to Partners, Non-Profit Organizations, For-Profit Organizations and individuals.

Rental rates, services and application information are available upon request.

ArtSpace Charter School will not discriminate on the basis of sex, race, color, religion, national origin, disability or age.

<table>
<thead>
<tr>
<th>BASE RENTAL</th>
<th>FEE</th>
<th>ACTUAL FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type I/ No Admission</td>
<td>Waived</td>
<td></td>
</tr>
<tr>
<td>Additional Rental Hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type I/ With Admission</td>
<td>Waived</td>
<td></td>
</tr>
<tr>
<td>Additional Rental Hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type II/ No Admission</td>
<td>$200</td>
<td>$50/ph beyond 4</td>
</tr>
<tr>
<td>Additional Rental Hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type II/ With Admission</td>
<td>$200 + 20% of concession and 10% of ticket sales*</td>
<td>$50/ph beyond 4</td>
</tr>
<tr>
<td>Additional Rental Hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type III/ No Admission</td>
<td>$500</td>
<td>$50/ph beyond 4</td>
</tr>
<tr>
<td>Additional Rental Hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type III/ With Admission</td>
<td>$500 + 20% of concession and 10% of ticket sales*</td>
<td>$50/ph beyond 4</td>
</tr>
<tr>
<td>Additional Rental Hours</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BASE RENTAL TOTAL

<table>
<thead>
<tr>
<th>EQUIPMENT RENTAL</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Piano</td>
<td>$50 + optional tuning fee</td>
</tr>
<tr>
<td>Concession Bar</td>
<td>$25</td>
</tr>
</tbody>
</table>

EQUIPMENT RENTAL TOTAL

<table>
<thead>
<tr>
<th>PERSONNEL</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Supervisor</td>
<td>$25 pp/ph</td>
</tr>
<tr>
<td>Security</td>
<td>$25 pp/ph</td>
</tr>
<tr>
<td>Maintenance/Housekeeping</td>
<td>$25 pp/ph</td>
</tr>
<tr>
<td>Sound Engineer</td>
<td>$25 pp/ph</td>
</tr>
<tr>
<td>Lighting Engineer</td>
<td>$25 pp/ph</td>
</tr>
<tr>
<td>Combined Lighting/Sound Engineer</td>
<td>$35 pp/ph</td>
</tr>
<tr>
<td>Box Office</td>
<td>$15 pp/ph</td>
</tr>
</tbody>
</table>

TOTAL PERSONNEL

TOTAL EXPENSES

* Total cost determined after show

Page 2 of 3
In making this request, the undersigned agrees to accept the following conditions and requirements for such intended use:

1. Application must be accompanied by a $25 non-refundable application fee unless waived for partner status (Credited to rental if accepted). Make checks payable to: P.A.C.E. (Partnership for Arts at the Core of Education). Application must be received at least 45 days prior to the event.

2. A non-refundable deposit of 50% of the rental fee is required to hold the space and is payable within 30 days after acceptance of the application. The renter must give a minimum 10-day notice of cancellation. Cancellations received with fewer than 10 will result in loss of 100% of deposit paid.

3. Balance of rental charges are payable five (5) business days prior to use, and other balances are payable within five (5) business days following the use, or a 10% late fee may apply.

4. User is responsible for damages. Inspection of space with the building supervisor before and after use is advised.

5. User shall provide a current copy of insurance policy to cover liability and is subject to verification.

6. User shall abide by all policies and guidelines of ArtSpace Charter School that apply to the use of the facility. Copies of these policies are available upon request.

7. Audience occupancy shall not exceed 410 people for normal use of the facility. Failure to comply may result in civil and/or criminal charges for violation of fire codes or other legal requirements.

8. The school is not obligated to make its space available to any group except as required by law.

9. "Pursuant to North Carolina General Statute Section 115C-238.29H, no indebtedness of any kind incurred or created by ArtSpace Charter School shall constitute an indebtedness of the State of North Carolina of its political subdivisions, and no indebtedness of ArtSpace Charter School shall involve or be secured by the faith, credit or taxing power of the State of North Carolina or its political subdivisions."

10. The school reserves the right to cancel the event.

Signature ___________________________________ Date _________________________

For Office Use Only

Received By: Date:

☐ Approved ☐ Not Approved (Reason for decision:______________________________________________)

Signature of Executive Director Date

Adopted – July 21, 2009

Page 3 of 3
ACS shall provide guidelines for allowable use of the facility to Partners, Non-Profit Organizations, For-Profit Organizations and individuals. Rental rates, services and application information are available upon request. ArtSpace Charter School will not discriminate on the basis of sex, race, color, religion, national origin, disability or age.

Adopted – July 21, 2009

### Classroom Rental Rates

<table>
<thead>
<tr>
<th>USER</th>
<th>FEE W/ NO ADMISSION CHARGED</th>
<th>FEE W/ ADMISSION CHARGED</th>
</tr>
</thead>
</table>
| **TYPE I: Partners**  
Organizations that provide substantial in-kind services and/or monetary support. | Fee waived*. Support staff, including building supervisor and maintenance additional. | Fee waived*. Support staff, including building supervisor and maintenance additional. |
| **TYPE II: Non-Profit Organizations**  
Must provide verification of 501(c)3 | $15 per hour*. Support staff, including building supervisor and maintenance additional. | $15*. Support staff, including building supervisor and maintenance additional. Plus 10% of gross ticket sales. |
| **TYPE III: For-Profit Organizations and Individuals** | $25*. Support staff, including building supervisor and maintenance additional. | $25*. Support staff, including building supervisor and maintenance additional. Plus 20% gross ticket sales. |

* Fees for blocks of time are negotiable. ArtSpace reserves the right to require personnel as necessary on a case-by-case basis. ArtSpace reserves the right to prohibit the consumption of food or beverage on the premises. Alcoholic beverages and drugs are prohibited on school property. ArtSpace Charter School is a smoke-free campus; all smoking is prohibited. The renting organization must hold comprehensive liability insurance and is responsible for all damages to property. A copy of the current insurance policy is required and will be verified before the application can be processed. ArtSpace is not responsible for accidents or injuries.
### Classroom Optional Services
*(Equipment Use Rental - rates subject to change)*

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Rental Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>LCD Projector</td>
<td>$25</td>
</tr>
<tr>
<td>Overhead Projector</td>
<td>$20</td>
</tr>
</tbody>
</table>

### Personnel Fee Chart
*(All services subject to prior approval and availability; ArtSpace reserves the right to require specific personnel for events. Holiday pay rates are double.)*

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Supervisor</td>
<td>$25 pp/ph</td>
</tr>
<tr>
<td>Security (at the school’s discretion)</td>
<td>$25 pp/ph</td>
</tr>
<tr>
<td>Maintenance/Housekeeping</td>
<td>$25 pp/ph</td>
</tr>
</tbody>
</table>
5.07P CLASSROOM USE APPLICATION

<table>
<thead>
<tr>
<th>Organization</th>
<th>Contact Person</th>
<th>Address</th>
<th>Phone</th>
<th>E-Mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Type of Group: 
- [ ] Type I
- [ ] Type II
- [ ] Type III

Do you hold a current 501(c)3? If yes, attach verification.  
[ ] yes  
[ ] no

Liability Insurance Carrier and Policy Number

Purpose of Use

Description of Event

Number of Persons Expected in Audience

Date(s) of Use:

Hours of Use:

Renter Initials  
ED Initials
## Classroom Services and Personnel

<table>
<thead>
<tr>
<th>BASE RENTAL</th>
<th>FEE</th>
<th>ACTUAL FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type I/ No Admission</td>
<td>Waived</td>
<td></td>
</tr>
<tr>
<td>Type I/ With Admission</td>
<td>Waived</td>
<td></td>
</tr>
<tr>
<td>Type II/ No Admission</td>
<td>$15 per hour</td>
<td></td>
</tr>
<tr>
<td>Type II/ With Admission</td>
<td>$15 plus 10% of ticket sales</td>
<td></td>
</tr>
<tr>
<td>Type III/ No Admission</td>
<td>$25 per hour</td>
<td></td>
</tr>
<tr>
<td>Type III/ With Admission</td>
<td>$25 plus 20% of ticket sales*</td>
<td></td>
</tr>
<tr>
<td><strong>BASE RENTAL TOTAL</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>EQUIPMENT RENTAL</strong></td>
<td>FEE</td>
<td></td>
</tr>
<tr>
<td>LCD Projector</td>
<td>$25</td>
<td></td>
</tr>
<tr>
<td>Overhead Projector</td>
<td>$20</td>
<td></td>
</tr>
<tr>
<td><strong>EQUIPMENT RENTAL TOTAL</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PERSONNEL</strong></td>
<td>FEE</td>
<td></td>
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<tr>
<td>Building Supervisor</td>
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<td><strong>TOTAL PERSONNEL</strong></td>
<td></td>
<td></td>
</tr>
<tr>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

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10. The school reserves the right to cancel the event.

Signature ___________________________________ Date _________________________

For Office Use Only
Received By: __________________________ Date: __________________________

☐ Approved  ☐ Not Approved (Reason for decision: ____________________________)

Signature of Executive Director __________________________ Date __________________________
Recognizing that ArtSpace Charter School is not required to provide regular bus transportation services, but plans to assist students as part of its regular annual enrollment to connect with suitable transportation through community resources. With respect to routine school-day student transportation to and from the school, parents are encouraged to:

- use resource boards and email to request assistance from families with students enrolled in the ArtSpace School,
- to car pool or access other sources for public use.

The school will also provide information about public transportation in the county, organize transportation for field trips through parent volunteers (with properly documented drivers licenses and automobile insurance filed with the front office), and in special cases, will rent commercial transportation fully compliant with SBE Policy TCS-H-009 *Policies Governing LEA rules and regulations related to charter transportation for school-related events and activities*, as follows.

**SBE Policy TCS-H-009 Policies governing LEA rules and regulations related to charter transportation for school-related events and activities.**

1. LEAs shall adopt safety standards for contracted transportation services to assure the safety of students being transported to or from school-related activities.

2. LEAs shall maintain a list (Approved List) of companies or individuals that meet its safety standards for transportation services for school-related activities.

3. LEAs shall contract for transportation services for school-related activities only with companies or individuals on the Approved List.

4. When adopting safety standards pursuant to this rule, LEAs shall consider the Recommended Guidelines and Procedures developed by the School Charter Transportation Safety Committee.

5. The LEA’s safety standards shall include the following procedures:

   a. Procedures for development of the Approved List of transportation providers;
   b. Procedures for ensuring that a contract for any trip is made only with companies on the Approved List;
   c. Procedures to assure that the number of vehicles and drivers for the trip is sufficient to assure the safety of the students being transported;
   d. Procedures to provide safety and evacuation training to all students prior to any trip; and
   e. Any other procedures that the LEA deems reasonable to assure the safety of students being transported to or from school related activities.
6. If an LEA adopts safety standards that conflict with or are less stringent than the Recommended Guidelines and Procedures developed by the School Charter Transportation Safety Committee, the LEA’s standards shall note those differences and state the reasons the LEA is adopting the different standard.

7. LEAs may enter into interlocal cooperation agreements under Chapter 160A, Article 20, to develop the required safety standards or lists of companies or individuals approved to provide transportation services or to contract for transportation services for school related activities.

http://www.ncbussafety.org/faqs.html See FAQ

Adopted May 17, 2016
Charter School credit cards should only be issued with the formal approval of the Board of Directors and with proper justification. Approved purchases must fall within approved budgetary guidelines or are subject to the approval of the Board of Directors or designee. Additional spending limitations are further documented in the Fiscal Policies and Procedures Manual.

When credit cards are issued they should be assigned to certain Charter School employees and must be used only for school-related expenditures. Presently the Board has authorized the following individuals: all School Directors and designees. In addition, the School Executive Director and designees have access to a corporate credit card for pre-approved and budgeted expenditures that occur throughout the fiscal year. All charges must be supported by invoices or travel reports to be eligible for payment by ArtSpace Charter School (ACS).

All authorized users of the ACS credit card(s) assume the responsibilities pertaining to the use and reconciliation of the assigned credit card. The ACS credit card shall only be used for school business expenditures and may not be used for personal purchases and/or cash transactions and shall be maintained at the highest level of security.

Employees issued an ACS credit card must receive prior, documented approval for each purchase from the ACS Board or their designee before the use of the credit card. Each credit card transaction by any user must be accompanied by appropriate documentation such as original receipts documenting each transaction (hard copies of digital receipts are acceptable). Any unauthorized usage will be the responsibility of the individual cardholder. Any demonstrable abuse of credit card usage is subject to disciplinary action.

Adopted – July 17, 2018
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5.10 Conflict of Interest for Contractors Policy

As is the case for all ArtSpace Charter School employees and P.A.C.E. board members, independent contractors working for ArtSpace filing W-9 forms should be aware that conflicts of interest can arise through various relationships including, but not limited to, family relationships, economic relationships and personal or intimate relationships. No W-9 contractor shall operate or act in any manner that is contrary to the best interests of ArtSpace Charter School.

Conflict of Interest is created when:

a. A W-9 contractor (or a family member of the foregoing) is a party to a contract, or involved in a transaction with ArtSpace Charter School for goods or services.

b. A W-9 contractor (or a family member of the foregoing) has a material financial interest in a transaction between ArtSpace Charter School and an entity in which the contractor, or a family member has an interest or relationship.

c. A W-9 contractor (or a family member of the foregoing) is engaged in some capacity or has a material financial interest in a business or enterprise that competes with ArtSpace Charter School.

d. A W-9 contractor has a personal interest that conflicts with the interests of ArtSpace Charter School or arises in situations where a contractor has divided loyalties (also known as a “duality of interest”).

- A conflict arising out of a personal interest can occur in situations that result in inappropriate financial gain to persons in authority at ArtSpace Charter School and can lead to financial penalties and violations of IRS regulations. Situations or transactions arising out of a conflict of interest also can result in either inappropriate financial gain or the appearance of a lack of integrity in ArtSpace Charter School decision-making process.

- Other situations may create the appearance of a conflict, or present a duality of interests, with a person who has influence over the activities or finances of ArtSpace Charter School. ArtSpace Charter School takes a broad view of conflicts urging all individuals to think of how a situation/transaction would appear to outside parties when identifying conflicts or possible conflicts of interest.

- A person who must consider whether he/she has a conflict includes any person serving as an independent contractor, donors, member(s) of the P.A.C.E. Board of Directors of ArtSpace Charter School, or anyone else who is in position of influence over the school.
Independent Contractors

Contractors should avoid situations in which they may be called upon to negotiate or do business with an organization in which the contractor (or close relative of the contractor or other person with whom the contractor has a close personal relationship) has substantial ownership or other interest.

Because of the potential for a conflict of interest, all contractors considering or having employment, performing services or consulting work outside ArtSpace Charter School must have prior written approval from the CEO/Executive Director and may not accept fees for service when representing ArtSpace Charter School.

Disclosure

Contractors are urged to disclose conflict at the outset of their services and as they arise as well as to disclose those situations that are evolving that may result in a conflict of interest. Advance disclosure must occur so that a determination may be made as to the appropriate plan of action to manage the conflict.

Contracted personnel should disclose to their school supervisor/Executive Director who then will disclose to the board/Chairperson of the board as soon as the person with the conflict is aware of the conflict, potential conflict, or the appearance of a conflict exists.

In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to his or her supervisor and/or the Chair or the Chair's designee, who shall determine whether there exists a Conflict of Interest that is subject to this policy.

All such circumstances should be disclosed to the board, and as appropriate to staff, and a decision made by the P.A.C.E. Board as to what course of action the organization and/or individuals should take so that the best interests of ArtSpace Charter School are not compromised by the personal interests of stakeholders in the charter school.

Reporting Possible Violations

It is the duty of all board members and staff to be aware of this policy, and to identify conflicts of interest and situations that may result in the appearance of a conflict and to disclose those situations, conflicts or potential conflicts to (i) the contractor's school supervisor (ii) the Executive Director (iii) the Chair of the Board or (iv) other designated person, as appropriate (e.g., the project coordinator).

ArtSpace Charter School maintains an “open door” policy to communicate possible violations of any ArtSpace Charter School policy. All communications of this nature will be kept in strictest confidence and will be investigated by the board thoroughly and fairly. Please see ArtSpace Charter School Whistleblower Protections Policy 7.03 for the reporting procedure.
Independent Contractor Conflict of Interest Disclosure Form

Name: ______________________________________________________ Date: ______________

Position (independent contractor): __________________________________

Please describe below any relationships, transactions, positions you hold (W-9 contractor), or circumstances that you believe could contribute to a conflict of interest between ArtSpace Charter School and your personal interests, financial or otherwise:

_____ I have no conflict of interest to report

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or a majority shareholder, and the name of your employer and any businesses you or a family member own):

1. ____________________________________________________________

2. __________________________________________________________________________

3. __________________________________________________________________________

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Independent Contractor Conflict of Interest Policy of ArtSpace Charter School.

Signature: ___________________________________________ Date: ______________

Verification/Action Taken/Date_______________________

P.A.C.E. Board Chair/Director Signature ______________________Date___________

Adopted – March 05, 2019
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P.A.C.E., Inc.
6.01 Electronic Media Policy

The following guidelines are in addition to and in accordance with the Acceptable Use Policy (6.04)

MOVIES
During School Hours
- Movies should only be shown if directly connected to specific curricula goals and objectives and if the guidelines below are met
- Under special circumstances (rewards, recess during inclement weather….) non-curricula related electronic media may be shown if the guidelines below are met
- PG and PG-13 movies checked out from the library must still adhere to the guidelines below

GRADES K-8
- Movies with a “G” rating may be shown without administrative pre-approval or parent notification
- Movies with a “PG” rating may be shown without administrative pre-approval but require advanced parent notification (email, newsletters…..)
- Movies with a “PG-13” or “R” rating may only be shown with administrative pre-approval and signed parent permission (either on paper or via email reply).
- Movies without a rating or any other rating must be pre-approved by administration (AD K-8, ED AIT) and parent notification must be documented if the video is deemed to be above a “G” rating.

After School Hours:
After Care Program, after school clubs, activities, special events, ………
- Follow grade level guidelines listed above except “PG” rated movies are permissible without prior parental notification

After school clubs, activities, special events, ………
- Follow grade level guidelines listed above

OTHER ELECTRONIC FORMATS
- Videos such as television programs, YouTube, music videos, documentaries and other media must be carefully reviewed by the staff member BEFORE student viewing and must meet the grade level requirements listed above
- Students may only access video streaming sites such as YouTube as a part of a teacher guided activity
- Access to social media sites such as Facebook or Twitter is not allowed at school
- Non-curricular video games, whether owned by the student or the staff member, should be used rarely and only as part of a specific activity or reward plan. Students may not bring videogames or gaming devices without teacher permission
STUDENT DEVICES
Students who bring personal devices from home such as computers, cell phones or MP3 players, must follow the ArtSpace acceptable use policy and may only use these devices with teacher permission.

Adopted - November 18, 2008
Revised July 24, 2015
6.04 Required Network Use and Internet Safety Policy (Revised Acceptable Use Policy, BYOD Statement of Use and Added 1:1 Chromebooks Program Statement of Use)

1. Purpose
   • The purpose of this policy is to meet the requirements of state and federal law (i.e., Children’s Internet Protection Act, CIPA) and to provide guidelines for safe, legal, and ethical use of ArtSpace Technology. The network services provided by ArtSpace Charter School are an integral part of the learning process. Students will use the Internet and other network resources to access educational resources, present information, and work collaboratively with peers and experts globally. This policy provides guidelines and information about the limitations the school imposes on use of these resources. Users assigned personal devices must agree to and sign a student/parent laptop user agreement in addition to this required use policy.

   A PRIVILEGE, NOT A RIGHT: Use of any or all ArtSpace technology, including the network, hardware, software (both locally installed and web-based), Internet access, the ArtSpace website, and e-mail is a privilege, not a right. All staff have the right to access and view student computers and student email at any time, without prior notice, to ensure all policy requirements are met. All users must complete and return the appropriate “agreement acknowledgement” before use.

2. Required Use Policy
   • These services are provided as a necessity in the learning process to the user and this Required Use and Internet Safety Policy provides an opportunity to educate the user on the school's expectations and the responsibilities of the user.

3. Access
   • There are networked computers (networked meaning the computers are connected to the Internet, server, personal and shared folders) accessible to students in classrooms and from mobile carts.

   • Network access in school buildings is filtered and monitored in accordance with CIPA (Children’s Internet Protection Act) requirements. The school is not responsible for network access obtained off school property and cannot be held accountable for the filtering or monitoring of material while devices are connected through other network connections. It is the responsibility of the user and parents/guardians to monitor these activities.

4. User Responsibilities
   • Users will use technology for school-related purposes only; users must refrain from uses related to commercial, political, or other private purposes. Network activities are not guaranteed to be private. All activity is monitored and those who maintain and operate these systems have access to history and all mail and may report unethical or illegal activities to the appropriate authorities.

   • All messages or files sent or received at any Internet connection are subject to inspection by school personnel. Files stored and information accessed, downloaded, or transferred on school-owned technology is not private.

   • Users will follow copyright laws and should only download/import music or other files to school owned technology that he/she is authorized or legally permitted to reproduce, or for which he/she has the copyright.

   • Users will provide appropriate bibliographic citations for all information obtained via the Internet.

   • Users will use appropriate language in all communications avoiding profanity, obscenity, and offensive
or inflammatory speech. Cyberbullying such as personal attacks and/or threats on/ against anyone made while using school owned technology to access the Internet or local school networks are to be reported to responsible school personnel. Please also refer to the bullying policy in the student handbook. Rules of netiquette should be followed conducting oneself in a responsible, ethical, and polite manner.

• Users will not share passwords or attempt to discover other user’s passwords. Sharing a password could make you liable if problems arise with its use and is subject to disciplinary action.
  
• Users will not tamper with computer hardware or software, attempt unauthorized entry into computers, or attempt willful vandalism or destruction of computers or computer files.
  
• Users will not download and/or install any programs, files, or games from the Internet or other sources onto school owned technology without consent from the Systems Administrator. This includes the intentional introduction of computer viruses and other malicious software.
  
• Users will not attempt to override, bypass, or otherwise change the Internet filtering software or other network configurations.

• Users will not make use of materials or attempt to locate materials that are unacceptable in a school setting. This includes, but is not limited to, pornographic, obscene, graphically violent, or vulgar images, sounds, music, language, video, or other materials. The criteria for acceptability is demonstrated in the types of material made available to students by administrators and teachers. Specifically, all school owned technologies should be free at all times of any pornographic, obscene, graphically violent, or vulgar images, sounds, music, language, video or other materials (files).

5. Personal Safety

• Users will use only their account and password and keep the password private (when such measures exist).
  
• Users will not reveal identifying information, files, or communications to others through email or by posting to the Internet. Users should not reveal their home address, full name with image, or phone numbers, or those of other students or colleagues. Use school addresses and phone numbers only when necessary.
  
• Users will report to an administrator or teacher any security problems or information that makes the user uncomfortable.
  
• Students will be required to participate in classroom activities that will educate them about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and cyberbullying awareness and response.
  
• Students are not allowed to use personal email for any reason unless a teacher is present and designs the email activity as part of a class activity.

6. Inappropriate Use

• The network account holder is held responsible for their actions and activity within their account.
  
• Unacceptable uses of the network will result in disciplinary action and/or revoking of these privileges.
  
• Software is installed on all computers that allows administrators to monitor student activity. Please report any questionable actions or material to a staff member immediately.

BYOD (BRING YOUR OWN DEVICE) STATEMENT OF USE

PURPOSE
ArtSpace Charter School (ACS) is committed to moving students and staff forward in age-appropriate 21st century learning environments. As part of this plan, ArtSpace Charter School will allow students and
staff to bring their own devices (BYOD) during any teaching and learning day. At and with classroom teacher's discretion/permission, students may use their own devices in the classroom only through the ACS-Guest access. Participants should only use personal devices during the instructional day to support their educational activities and maintain academic integrity in all their work at all times. Access for personal reasons must be approved by classroom teachers, as it is secondary and must not disrupt the learning of others. The current cell phone policy for students remains in effect and supersedes this statement of use.

**PLAN**
ACS staff are not responsible for configuring personal devices to access this network. Users may not access the ArtSpace Charter School network via hardwired connection with any personal device. BYOD devices will not have access to the internal ACS network or resources provided by the internal ACS network, including shared drives and printers. Use of a device under the school’s BYOD Statement of Use requires the users’ adherence to the ACS Technology Acceptable Use and Internet Policy (6.04).

**MAINTENANCE and REPAIR**
Responsibility for maintenance and repair of privately owned devices rests with the individual owner. ArtSpace Charter School (ACS), and its employees, are not responsible for the maintenance and repair of personal devices.

**SECURITY and DAMAGES**
It is the joint responsibility of school personnel and the parent or guardian of each student to educate the student about his/her responsibilities and to establish expectations when using technology. Responsibility to keep privately owned devices safe and secure rests with the individual owner. BYOD participants are prohibited from sharing personal devices, creating “hot spots”, and deliberately tampering with or altering school system property or property of others, including uploading and downloading illegal material or inappropriate content. Use of a personal device that has full wireless access from a 3rd party carrier requires the users’ adherence to the School’s BYOD Statement of Use and the ACS Technology Acceptable Use and Internet Policy (6.04). The AUP/CIPA laws remain in effect with BYOD and must be followed to the letter of the law.

ArtSpace Charter School (ACS), and its employees, are not liable for any device stolen or damaged while on campus or off-campus at an ACS sponsored event. If a device is stolen or damaged, such incidents will be handled through the administrative office in the same manner as other personal artifacts that are impacted in similar situations. Any device connecting to the district internal WiFi is subject to seizure under certain circumstances and must be picked up by student’s parent or guardian. Administration and ArtSpace staff has the right to confiscate any student's personal device who is not following ArtSpace AUP (6.04) and code of conduct.

**STUDENT FAQ**

Q: I brought my personal device to school to use in the classroom, but my teacher said I couldn’t use it in his/her classroom. Can I still use it?
Answer: The teacher in the classroom has the final say on procedures in the classroom. If he or she instructs you not to use your device, then you must follow those directions. Bringing your own device is only an option, not guarantee for each classroom situation, and never without teacher permission.

Q: I need to print something, is this allowed?
Answer: No, students are not allowed to print items from any wireless device. Students that attempt to print from their wireless device may lose the privilege to bring their device to school.

Q: My personal device was stolen when I brought it to school. Who should I contact about this?
Answer: Bringing your own technology device to school can be useful; however, some risks are involved as well. It is always a good idea to record the device’s serial number in case of theft. ArtSpace Charter
School is not responsible for the theft of a device, nor are we responsible for any damage done to the device while at school. Theft or vandalism of any kind should be reported immediately to the school administration so he/she can take the appropriate steps. Damage or theft is still the responsibility of the owner. ArtSpace Charter School recommends families purchase homeowner’s or other relevant insurance to cover items students bring to school under the BYOD policies/procedures.

Q: Am I still held accountable for the Acceptable Use Policy (“AUP”) I agreed to, even though this is my own personal device?
Answer: Yes. The ACS Technology Acceptable Use and Internet Policy (6.04) remains in effect even when you are using your own device. Violating the terms of the AUP is a student code of conduct violation and will be dealt with on campus with a local school administrator.

Q: Will there be a penalty to my grade if I do not have my own device?
Answer: No. Devices are not required and therefore, a grade cannot be impacted by not bringing or owning such devices.

TEACHER FAQ

Q: My classroom is not conducive to student owned technology. Am I required to allow my students to access their technology tools in the classroom?
Answer: No, you are not required to allow student BYOD use. We encourage teachers to leverage student-owned technology tools in their classroom for the sake of learning. The design of the lesson should be used to determine the best use of student-provided technology and the rules that apply.

Q: I have students who are accessing the internet using their provider’s data plan (AT&T, Sprint, Verizon etc.) on their own devices, hence bypassing the filter. Is this allowable?
Answer: Students are expected to follow the district acceptable use policy (AUP/CIPA) when accessing the internet through any device.

Q: A student in my room may be misusing their personal device. Am I permitted to check the device?
Answer: Yes, if at any time you suspect a violation of the ArtSpace Charter Schools’ Statement of Use for Bringing Student Owned Devices or the ACS Technology Acceptable Use and Internet Policy (6.04), you may check the device and/or notify school administration.

1:1 Chromebook Program:

Statement of Use

ArtSpace Charter School attempts to provide each student in grades 7th & 8th with an assigned Chromebook device. These Chromebooks are provided to the student for educational use only and remain the property of the school. Chromebooks may be taken from the students and inspected at any
time. Students should have no expectation of privacy. Assignment of the Chromebook may be revoked at any time due to inappropriate use or abuse.

**Cases:** Your Chromebook will be issued to you with a school-owned case. The Chromebook is designed to be used with the case on. You may not remove this case for any reason. You may not draw or place stickers on the case. You may not purchase and use your own case. Do not remove any labels or stickers that are attached to the case when you receive your Chromebook. Case damages are not covered by insurance, and you will be billed for damages beyond what the school deems “reasonable wear and tear.”

**Hardware:** Your Chromebook comes with a charger cable and a charger brick. Keep your Chromebook, charger cable, and charger brick clean and in working condition. Do not place them in compromising situations that may cause loss or damage. Take steps to ensure that your Chromebook and charger will remain safe and functional. Handle the cable with care.

**Insurance:** All Chromebooks are covered for accidental damage, theft, and loss due to natural disaster or fire. All damages must be reported to a 7th or 8th grade teacher immediately. All accidental damage claims must be turned in to the Systems Administrator immediately. In the case of theft, a police report must be provided to the Systems Administrator within 5 days of the incident. In the event of natural disaster or fire, notify the Systems Administrator immediately — in some cases, this is covered by homeowner’s or renter’s insurance. A $50 deductible will be charged per incident. Families are responsible for all deductibles and repair or replacement costs not covered by insurance. Insurance does not cover purposeful damage, undocumented loss, or case damage.

**Usage Fee:** Students will pay a $50 non-refundable usage fee at the start of each school year. Families who need assistance with this fee should contact the school’s Business Director (Elizabeth Russell, elizabeth.russell@artspacecharter.org) to discuss arrangements.

**Assignment:** You will be assigned a Chromebook each year in grades 7 & 8. The Chromebook is assigned to you for educational use by you only. Do not loan your Chromebook or charger to anyone else.

Exclusive use of your ACS email is required. This allows you to store and backup data to Google Suites. You will be given a managed ACS email account issued by the school.

**Care:** You may clean your Chromebook with a microfiber cloth. Do not use cleaning chemicals of any kind as it may damage the surface of your Chromebook.

**Do not** use your Chromebook in compromising or dangerous situations:

- Do not leave it in places where it may be accidentally damaged, such as on a sofa or chair where someone may accidentally sit on it, or on the edge of a table where someone may accidentally knock it to the ground.
- Do not stack items on top of your Chromebook or place it in the same bag / pocket as other heavy items that might damage it.
- Do not place it on the floor where someone may step on it. The Chromebook is your responsibility, and it must be kept in clean, working condition. Students may take their Chromebooks home.
Do use your Chromebook in the following ways:

- Bring your Chromebook to school each day fully charged. Although a fully charged Chromebook battery should last all day, you should bring your charger just in case. Arriving to school without your Chromebook or with a dead battery is the same as arriving unprepared. Disciplinary action may be taken, and you may have to complete the day's work on paper.
- Consistently check your email, classroom pages, and Jupiter Grades, to keep up with assignments.

Loaners: ACS has a limited number of loaner devices available for students whose assigned Chromebooks are being repaired. Students who simply forget their Chromebook at home are not permitted to use loaner equipment. **Loaner equipment will not be sent home for any reason.**

Backups: Documents created using Google Drive will automatically be stored in your ACS Google Drive. Your data is your responsibility.

Security: You should take time to memorize your passwords for various school systems. Do not write down your passwords and leave them in a place where others may find them. Students are not permitted to set lock codes on their Chromebooks. Additionally, teachers may impose other restrictions and remotely view Chromebook screens at any time.

AUP - Adopted – Unknown Date
AUP - Revised – June 06, 2012
AUP - Revised – July 17, 2012 (To 6.04 From Former 4.01 Numbering Schematic)
Revised – April 15, 2014 (To include BYOD)
BYOD Amended 11/19/2015
BYOD – Revised - July 19, 2016
AUP Revised and Added 1:1 Chromebooks Jun 20, 2017

P.A.C.E., Inc.

7.00 National Board Certification Policy

ArtSpace Charter School encourages teachers to pursue National Board Certification and we will support teachers who choose to do so. Teachers who are planning to complete their Boards must set up a time to discuss this with the Executive Director for budget planning.

Employees who receive assistance for either initial or renewal National Board Certification are required to serve ArtSpace Charter School for one year following receipt of assistance pending employment eligibility. Attempting the National Board Certification process does not guarantee employment and all employees will be considered at-will as stated within their employment agreement.

Teachers who have met with the ED and received approval will be supported in the following ways IF the budget permits:

1) One full paid days of Personal Leave during the school year for each of the 4 components of the National Board process to work on their Boards (in addition to the standard amount). Days must be pre-approved through the Excused Absence process.
2) Payment of a substitute (if deemed necessary by the ED) during those days.
3) To help cover the costs the Board agrees to:
   a) A contribution of $100 towards the payment of each of the components ($400 total). If the teacher does not complete the entire process that money must be returned to the school. If the employer does not offer an employment agreement the year following assistance, the employee is not required to pay back any funding received. If the employee chooses not to return the year following assistance, the school will deduct the amount of funds received from the employee’s last paycheck.

Teachers who completed the process of applying for National Boards but did not pass will also be expected to meet with the ED to discuss their next course of action.

Teachers who are Nationally Board certified and who plan to apply for renewal (after 10 years) should meet with the ED to discuss their plans. If they plan to renew they will be supported in the following ways IF the budget permits:

1) Three full paid days of Personal Leave during the school year to work on their Boards (in addition to the standard amount). Days must be pre-approved through the Excused Absence process.
2) Payment of a substitute (if deemed necessary by the ED) during those days.
3) Waiver of the requirement to participate on a committee(s) during the year in which they are working on their Boards.
4) Waiver of the expectation to attend at least one Board meeting during the school year.
5) A one-time payment of $250 to help defray the cost for renewal. If the teacher does not complete the entire process that money must be returned to the school.
IF the budget permits, once a teacher has received National Board Certification, they will receive an appropriate adjustment in pay level according to the current ArtSpace salary scale. If a teacher is notified that they have passed after the school year has started the new pay level will be retro-active to the start of the current school year.

Adopted January 18, 2011
Revised April 24, 2013
Revised February 16, 2016

P.A.C.E., Inc.  
7.01 Employee Cost for Check Reissuing Policy

_____________ Last Name

Policy: Employee Cost for Check Re-issuing

Any cost for reissuing a check will be paid by the staff member who has either lost or not cashed a check within one (1) month of the date of issue thereby requiring it to be cancelled by the school.

Each staff member will be required to sign a document acknowledging acceptance of this policy. No live checks will be issued to staff unless this document is signed and in the file of the Business Director or designee.

In cases of extreme circumstances regarding the loss of the check, the administration has the right to waive the fee. The reason for this waiver will be documented and signed by two members of the administration.

The check cancellation fee will be paid by the employee via check made out to P.A.C.E. Inc. prior to receiving the newly issued check.

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I, the undersigned, hereby agree to abide by the terms of the Employee Cost for Check Re-issuing policy and agree to pay the required amount directly to P.A.C.E. Inc for charges resulting from the loss or non-cashing of a P.A.C.E. Inc. issued check.

As of January 2008, the cost to cancel a check is $25.00 online and $30.00 at the bank.

Date:

Name:
Adopted – Date Unknown
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P.A.C.E. Inc.

7.02 Workweek Expectations – FLSA Policy

A. EXEMPT AND NON-EXEMPT EMPLOYEES

Certain employees are exempt from coverage under the Fair Labor Standards Act (“FLSA”) and are not subject to compensation for overtime work. Exempt employees include executive, administrative, and professional employees such as teachers, counselors, supervisors and administrators. Any employee or supervisor who is unsure if an employee is “exempt” under the Fair Labor Standards Act should contact the Superintendent or Personnel Director.

B. WORK SCHEDULES

The length of the school day for licensed and professional staff will be a minimum of eight hours of time worked and will continue until professional responsibilities to the students and school are completed. Administrative meetings, curriculum development, pupil supervision, assigned duties, parent conferences, group or individual planning and extra-curricular activities may require hours beyond the stated minimum for licensed and professional staff. Work schedules for other employees will be defined by the director or board consistent with the FLSA and the provisions of this policy.

C. WORKWEEK DEFINED

Working hours for all employees not exempted under the Fair Labor Standards Act (FLSA), including secretarial, custodial, maintenance, and other designated personnel will conform to federal and state regulations. The director shall ensure that job positions are classified as exempt or non-exempt and that employees are made aware of such classifications. Supervisors shall make every effort to avoid circumstances that require non-exempt employees to work more than 40 hours each week. For purposes of FLSA Compliance, the workweek for school employees will be 12:00 a.m. Monday until 11:59 p.m. Sunday. A copy of the FLSA and any administrative procedures established by the director will be available to employees in the administrative office.

D. OVERTIME

Authorization for Overtime Work: ArtSpace Charter School discourages overtime work by non-exempt employees. A non-exempt employee shall not work overtime without the express approval of his/her supervisor. All overtime work must be pre-approved by the supervisor. Every supervisor responsible for the supervision of employees subject to the FLSA shall, prior to permitting any overtime work, receive authorization from the executive director. All supervisory personnel shall monitor overtime use on a weekly basis and report such use to the executive director monthly. Supervisors shall monitor employees’ work, shall ensure that overtime provisions of this policy and the FLSA are followed, and shall ensure that all employees are compensated for any overtime worked. Supervisors may need to adjust daily schedules to
prevent non-exempt employees from working more than 40 hours in a workweek. Accurate and complete timesheets of actual hours worked during the workweek must be signed by each employee and submitted to the office manager. The office manager shall review work records of employees on a regular basis to make an assessment of overtime use. Overtime (or compensatory time) pay may not be waived by an agreement between the school system and the employee. Approved overtime pay for non-exempt employees is compensable at 1.5 times the rate of pay for any time worked in excess of 40 hours during the workweek.

Unauthorized Employee Overtime Work: Non-exempt employees who work overtime without prior approval must be allowed to claim the hours worked in accordance with the FLSA. If the supervisor determines that the work was unforeseen and emergency in nature, it should be approved. If the supervisor determines that the performance of the work was unnecessary at the time it was performed, the hours worked must be paid to the employee, but disciplinary action may be taken for failure to follow established policy. The office manager must be notified of any unauthorized and/or emergency overtime the next business day.

Supervision of Employee Work Hours and “Flex Time”. Supervisors may need to adjust daily schedules to allow for “flex time” to prevent non-exempt employees from working more than 40 hours in a workweek. For example, if an employee works 10 hours on Monday, that employee can be given 2 hours of “flex time” at some point during the same work week to avoid the employee working in excess of 40 hours during that work week.

Time Records of Non-exempt Employees. Accurate and complete time sheets of exact time worked during the workweek shall be signed by each non-exempt employee. Each non-exempt employee is responsible for signing-in and signing-out. Supervisors shall review and approve each time card or time sheet and shall sign the payroll data sheet before it is submitted to the office manager.

Rate of Pay. The monthly salary of any nonexempt employee paid on a salary basis shall be reduced to its hourly rate equivalent. Hours shown on timesheets for holidays, annual leave or vacation days, and sick leave do not count as hours actually worked for purposes of the overtime calculation.

E. COMPENSATORY TIME:

Agreement to Accept Compensatory Time: Pursuant to federal regulation 29 CFR 553.23(c), the acceptance of compensatory time in lieu of overtime pay in accordance with this policy, is an express condition of employment for all non-exempt employees to be earned and used in compliance with this policy. In addition, the official job application for the school system will include a statement that the acceptance of compensatory time is a condition of employment for all non-exempt employees and may be earned and used in compliance with this policy.

Compensatory Time: In lieu of overtime compensation, all non-exempt employees shall receive compensatory time off at a rate of not less than one and one-half hours for each one hour of overtime worked, if such compensatory time (1) is agreed to by the employee before the overtime work is performed and (2) is authorized by the immediate supervisor. Employees must be allowed to use compensatory time within a reasonable period after requesting such use (see policy 7510, Leave). Supervisors shall arrange for employees to take compensatory time before the end of the pay period following the pay period in which it was earned. Exceptions may be made in cases where doing so significantly interferes with fulfilling critical operations of the school. Employees may accrue a maximum of 240 compensatory time hours before they must...
be provided overtime pay at the appropriate rate. In addition, upon leaving the school system, an employee must be paid for any unused compensatory time at the rate of not less than the higher of (1) the average regular rate received by the employee during his or her last three years of employment or (2) the final regular rate received by the employee.

Non-exempt employees whose workweek is less than 40 hours will be paid at the regular rate of pay for time worked up to 40 hours (“gap time”). Such employees will be provided overtime pay or compensatory time as provided above for working more than 40 hours in a workweek.

F. ATTENDANCE EXPECTATIONS

All employees are expected to be present during all working hours. Absence without prior approval, chronic absences, habitual tardiness or abuses of designated working hours (including unauthorized overtime) are all considered neglect of duty and will result in disciplinary action up to and including dismissal.

G. RECORDKEEPING

The director shall require all records on wages, hours, and other items listed in the recordkeeping regulations (29 CFR 615) to be kept by the business office for the time specified by the FLSA.


Adopted – February 16, 2010
Revised – July 16, 2019 (Revised and Re-Titled from 7.02 FLSA – Work Schedule Policy)
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P.A.C.E., Inc.

7.03 Whistleblower Protection Policy

P.A.C.E., Inc. requires all employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. All employees are expected to comply with all applicable laws and regulations.

The following outlines who should be contacted when reporting violations. In any event the suggested contact person is the subject of a complaint, the Whistleblower may contact the next person in the chain of command.

Reporting Responsibility
This Whistleblower Protection Policy is intended to encourage and enable employees and others to raise serious concerns internally so that P.A.C.E., Inc. can address and correct inappropriate conduct and actions. It is the responsibility of all board members, necessary officers, employees and volunteers to report concerns about violations of the code of ethics or suspected violations of law or board policy.

No Retaliation
It is contrary to the values of P.A.C.E., Inc. for anyone to retaliate against any board member, employee, parent, or volunteer who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of P.A.C.E., Inc. An employee or board member who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment or removal from the board.

Reporting Procedure
P.A.C.E., Inc. encourages open communication and suggests that employees share their questions, concerns, suggestions or complaints with their supervisor. If you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor’s response, you are encouraged to speak with the Executive Director, Assistant Director, or Board Chair while following the chain of command. Administration and other supervisors are required to report complaints or concerns about suspected ethical and legal violations in writing to the Executive Director and the Board Chair who share the responsibility to investigate all reported complaints. If either or both are involved in the complaint, the report may be made to a member of the board’s Executive Committee.

Investigation
The Executive Director and Board Chair are responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. They will advise the P.A.C.E., Inc. Board of all complaints and resolution.

Accounting and Auditing Matters
The Executive Director/Board Chair shall immediately notify the Executive Committee of P.A.C.E., Inc. Board and the Business Director of any concerns or complaint regarding corporate accounting practices, internal controls or auditing and work with the committee until the matter is resolved.
**Acting in Good Faith**
Anyone filing a written complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

**Confidentiality**
Violations or suspected violations may be submitted in writing on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

**Handling of Reported Violations**
The Executive Director or Board Chair will notify and acknowledge receipt of the reported violation or suspected violation in writing. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Adopted – September 21, 2010
All ACS employees are required to self-report any arrests, criminal charges, or illegal activity to the ED within 24 hours. The ED will immediately notify the Board Chair. The Board will then make a decision upon consultation with appropriate authorities as to the individual's employment status during the ensuing legal process, up to and including suspension and termination.

Adopted – December 18, 2012
7.05 Petition for Credit for Prior Experience Policy

It is the responsibility of the individual teacher to petition the NC Department of Public Instruction (NCDPI) concerning whether prior teaching experience may be credited for professional teaching experience, and applied to their number of years taught and their salary. Upon notification of credited experience by the NCDPI, the ACS Board may adjust teacher salaries as appropriate, pending budgetary allowances.

 Adopted – March 19, 2013
P.A.C.E., Inc. Board – Policies

P.A.C.E., Inc.

7.06 Administrative Succession Plan Policy

Should the ED be unable to carry out the duties and responsibilities of the position, the following indicates the succession of administrative leadership:

1. Business & Operations Director, Esteve Coll-Larrosa
2. AD Lucy Sawyer
3. AD Hollis McKeown
4. Faculty Rep Emeritus, John Hall

This succession will be set in motion:
• Upon notification by the ED to the next person identified in the succession plan that the ED will not be available for an extended period of time;
• Upon notification by the Board Chairperson to the next person in the succession plan that the ED has become incapacitated. This determination will be made by the PACE Board Chairperson.
• By default should the ED be unable to be contacted at a point where immediate action or a decision is necessary to the daily functioning of the school.

In such situations, the Business Director maintains financial oversight/control of budgetary concerns/impact until such time that the PACE Board designates interim executive leadership.

Any execution of the Succession Plan can be rescinded by a majority vote of the Board in Open Session.

The line of succession will be revisited by the PACE Board, in consultation with the ED, annually or as needed.

Adopted – March 19, 2013
Revised and Approved – September 24, 2019
I. Procedure for New Employees:

A. A background check will be conducted on all new employees. A new employee is anyone who has not previously been employed by ArtSpace Charter School (ACS) and any former employee who has had a break in employment, not including leaves of absence or suspensions, of greater than three months and who has been recommended for employment.

B. A criminal history check by a private contractor will be conducted for all locations in which the applicant has resided or been employed for the past 10 years. Prior to conducting this criminal history check, the Administration will obtain a Waiver and General Release form from the applicant authorizing the background check. No person will be employed who (1) refuses to sign this authorization or (2) provides inaccurate or incomplete information about his/her previous residences.

C. If ACS receives any indication of a positive criminal history as a result of a criminal history check by a private contractor, the applicant will be notified of the adverse results in accordance with the Fair Credit Reporting Act. Any indication of a positive criminal history will be verified before any employment decision is based on it.

II. Effect of Criminal History on Employment Decisions:

A. “Criminal History” as used in these regulations means a guilty plea, conviction, no contest plea, prayer for judgment continued, arrest without conviction, deferred prosecution, charge with no disposition or pending charge for a misdemeanor or felony except that it does not include the offenses listed below in this section.

B. These offenses will not be considered in making employment decisions except that traffic offenses will be considered if the person is applying for a position as a driver.

1. Infractions;
2. Traffic offenses that are not felonies and are not related to and did not involve driving while intoxicated or under the influence of a drug or intoxicating beverage;
3. Offenses that have been "waived."

C. If the criminal history check or other information shows that the applicant has failed to disclose a guilty plea, conviction, no contest plea, prayer for judgment continued or pending charge on his application, the applicant may not be offered employment, or if an offer has been made, the offer may be withdrawn or the employee's employment may be terminated.

D. If the criminal history check or other information shows that the applicant has been convicted, pled guilty, or pled no contest to a felony that is listed in N.C.G.S. 115C-332(a)(1), or to a comparable federal law felony or felony from another state, the applicant may not be offered
employment, or if a conditional offer has been made, the offer may be withdrawn or the employee’s employment may be terminated.

III. Employment Standards:

If the criminal history check or other information shows that the applicant has been convicted, pled guilty, or pled no contest to felonies other than those listed in N.C.G.S. 115C-332 (a)(1), or to misdemeanors, the factors listed below will be considered in making the determination of whether the nature of the offense or offenses indicates that the person may pose a threat to the safety of students or personnel or whether the offense or offenses indicate that the person may not have sufficient honesty, integrity, or morality to fulfill the duties of the position for which the person applied.

A. Factors that weigh against the applicant’s being hired or his/her employment being continued include:

1. The victim of the offense was a child:
2. There were drugs or narcotics involved in an offense;
3. The offense was sexual in nature;
4. The offense involved a violent act or the threat of violence against a person;
5. The offense involved deception, dishonesty or fraud;
6. There was a pattern of offenses or multiple offenses:
7. The offense was a felony;
8. The offense was within the last ten years;
9. The evaluation of a person who supervised the applicant contemporaneously with or subsequent to the event that the offense is indicative of a pattern of behavior.

B. Factors that indicate that the applicant might be employed in spite of his criminal history check include:

1. The applicant has no convictions, guilty pleas, or pleas of no contest for at least ten years;
2. There was only one offense;
3. The applicant was less than 21 years old at the time of the offense;
4. The offense was a misdemeanor not included in the articles listed in N.C.G.S. 115C-332(a)(1);
5. There was evidence of rehabilitation;
6. The evaluation of a person who supervised the applicant contemporaneously with or subsequent to the event that the offense is not indicative of a pattern of behavior.

C. If the criminal history check discloses that the applicant has had one or more arrests for a sexual offense as defined in Article 7A of Chapter 14 of the N.C.G.S. and/or child abuse without convictions, prayers for judgment continued, deferred prosecutions, or charges with no disposition, the Personnel Department will conduct an expanded reference check of contemporaneous and subsequent employment supervisors to determine whether the arrests or the underlying conduct indicate a pattern of behavior that may show that the person poses a threat to the safety of students or personnel or that the person may not have sufficient honesty or integrity to fulfill the duties of the position for which the person applied.
IV. Pending Charges:

If the criminal history check or other information indicates that there are one or more charges pending:

A. If the charge is for a felony listed in N.C.G.S. 115C-332(a)(1), the applicant shall not be hired, or his employment continued, until the charges are resolved. If the applicant is convicted, pleads guilty, pleads no contest or receives a "prayer for judgment," the applicant will not be hired. If the applicant is found not guilty or the charges are dismissed, then the charge will not be considered when making the hiring decision, but evidence of the applicant's underlying behavior may be considered.

B. If the charge is for an offense other than a felony listed in N.C.G.S. 115C-332(a)(1):

1. The applicant may not be hired or his employment continued unless the determination is made that, even if the applicant is guilty, the conviction would not indicate that the person poses a threat to the safety of students or personnel or that the person does not have sufficient honesty or integrity to perform the job duties of the position for which the person applied. In making this determination, the factors listed in Section III above will be considered.

2. If that determination is not made, the applicant shall not be hired, or his employment continued, until the charges are resolved. If the applicant is convicted, pleads guilty, pleads no contest or receives a deferred prosecution or "prayer for judgment," the applicant will not be hired. If the applicant is found not guilty or the charges are dismissed, then the charges will not be considered when making the hiring decision, but evidence of the applicant's underlying behavior may be considered.

V. Notice Requirement:

If ACS receives any indication of a positive criminal history as a result of a criminal history check by a private contractor, the applicant will be notified and provided a copy of his criminal history in accordance with the Fair Credit Reporting Act. If the applicant denies the information provided to ACS of a positive criminal history, the information will be verified either by an examination of court records or other reliable means before any employment decision is based on it. After an adverse action, ACS will provide the applicant with the name, telephone number and address of the consumer reporting service that supplied the report, a statement to the effect that the reporting agency did not make the decision or take the adverse action and cannot give specific reasons for it; and a notice of the applicant's right to obtain a free copy of the report from the reporting agency within 60 days and to dispute the information in the report.

VI. Record Keeping Required:

A. If an applicant is denied employment based, in part, on the information contained in the applicant's criminal history, a written record shall be made of the reason(s) for the decision not to offer employment. The record shall be maintained for a minimum of one year.

B. If an applicant is offered a position of employment and the applicant has a record of a conviction, a written record shall be made of the reason(s) for the decision to offer employment. The record shall be maintained for a minimum of one year.
C. If the applicant has no record of convictions, no determination need be made but a copy of the criminal history report shall be maintained for a minimum of one year.

D. All criminal history information received by the ACS from the N. C. Department of Justice or a contracted credit reporting agency is considered privileged information and is not a public record. ACS may destroy the information after it is used for the purposes authorized by N.C.G.S. 115C-332 and after one calendar year.

Adopted – May 20, 2014
OVERVIEW

All eligible employees will be provided leave as required by the federal Family and Medical Leave Act of 1993 (FMLA), as amended, and applicable state laws and State Board of Education policies which apply to charter schools. The FMLA allows eligible employees to take job-protected, unpaid leave, or to substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 12 workweeks (or 26 workweeks in certain cases) in any 12-month period for certain qualifying conditions or events. The employee may continue to participate in the school's group insurance plan while on FMLA leave.

If any provision of this policy is inconsistent with federal law or regulation, the federal rule must take precedence. The Partnership for Art at the Core of Education (P.A.C.E.) Board is authorized to develop additional regulations for FMLA leave consistent with the requirements of the law and this policy.

The board strictly prohibits interfering with, restraining or denying the ability of any employee to exercise any right provided by the FMLA. The board also strictly prohibits any type of discrimination against or discharge of an employee who has filed a complaint in regard to the FMLA. This policy will be provided to each employee upon hiring via the ArtSpace Employee Handbook.

A. DEFINITIONS

1. Serious Health Condition
A serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualified family member from participating in school or other daily activities.

2. Continuing Treatment
Subject to certain conditions, the continuing treatment requirement in the above definition of “serious health condition” may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment or incapacity due to pregnancy or a chronic condition. Other conditions may meet the definition of continuing treatment.

3. Other Terms
Unless otherwise noted, all terms in this policy must be defined in accordance with the Family and Medical Leave Act of 1993, as amended, 29 U.S.C. 2601 et seq.; 29 C.F.R. pt. 825

B. ELIGIBILITY

Generally, employees are eligible for unpaid FMLA leave if they have:

1. been employed by ArtSpace Charter School for at least 12 months (not necessarily consecutively); and

2. worked at least 1,250 hours during the previous 12 months.

C. QUALIFYING CONDITIONS

Except in cases of leave to care for a covered service member with a serious illness or injury, an eligible
employee is entitled to a total of 12 workweeks of FMLA leave during any 12-month period for any one or more of the following reasons:

1. the birth and first-year care of the employee's child;
2. adoption or foster placement of a child with the employee;
3. a serious health condition of the employee or the employee's spouse, child or parent;
4. a qualifying exigency (see Section F) arising out of the fact that the spouse or a son, daughter or parent of the employee has been deployed, or is on notice of an impending deployment to a foreign country as a member of the regular Armed Forces on active duty or as a member of the Reserve components of the Armed Forces under a federal call or order to active duty in support of a contingency operation; or
5. to care for a covered service member with a serious illness or injury ("covered service member" and "serious injury or illness" are defined in federal regulation 29 C.F.R. 825.127). An employee who is a spouse, son, daughter, parent or next of kin of the service member may take leave for a period of up to 26 workweeks under this provision.

D. DETERMINING THE 12-MONTH LEAVE PERIOD

The 12-month period during which an employee is eligible for FMLA leave will begin the 12-month period measured forward from the first date an employee takes FMLA leave.

Exception: The period for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later.

E. ENTITLEMENT TO LEAVE

Eligible employees may take leave as follows:

1. Medical leave for serious health conditions: A combined total of 12 workweeks during a 12-month period. The leave may be taken intermittently or on a reduced leave schedule as is medically necessary.

2. Family leave for pregnancy, birth of a child, or placement of a child for foster care or adoption: A combined total of 12 consecutive workweeks during a 12-month period. Eligibility for FMLA leave expires 12 months from the birth, foster care placement, or adoption of the child. Leave must be used in a single block of time unless the board agrees to another arrangement.

3. Military service exigency: A combined total of 12 workweeks during a 12-month period. The leave may be taken intermittently or on a reduced leave schedule.

4. Leave to care for injured service member: A combined total of no more than 26 workweeks during a single 12-month period. The leave may be taken intermittently or on a reduced leave schedule. If combined with other types of FMLA leave, the total leave taken in a single 12-month period still may not exceed 26 weeks.

5. Spouses who are both employed by ArtSpace and eligible for FMLA leave are limited in the amount of family leave they may take for the birth and care of a newborn child, for the placement of a child for adoption, or foster care or to care for a parent who has a serious health condition to a combined total of 12 weeks (or 26 weeks if leave to care for a covered service member with a serious injury or illness is also used).
F. **QUALIFIED MILITARY SERVICE EXIGENCIES**

A military service exigency that qualifies for FMLA leave must be defined in accordance with federal regulations. Qualified exigencies may include:

1. short-notice deployment;
2. military events and related activities;
3. school and childcare activities;
4. financial and legal arrangements;
5. counseling;
6. rest and recuperation leave;
7. post-deployment activities;
8. parental care; and
9. additional activities agreed upon by the board and employee.

G. **INTERMITTENT OR REDUCED WORK SCHEDULE**

1. An employee may take FMLA leave on an intermittent or reduced leave schedule as required for the health of the employee or family member, due to a qualifying exigency, or as otherwise approved by the P.A.C.E. Board. The employee must make a reasonable effort to schedule treatment so as not to disrupt unduly the operations of the school. Whenever possible, the employee should discuss scheduling with his or her immediate supervisor prior to scheduling any medical treatment in order to accommodate the work schedule.

2. An employee who requests intermittent or reduced leave time for medical treatment of a serious health condition may be required to give the reasons for the intermittent or reduced leave schedule and the schedule for treatment.

3. To better accommodate an employee’s need for intermittent or reduced leave for a serious health condition, ArtSpace Charter School may require an employee to take an alternative position during the period of leave. The alternative position must have equal pay and benefits, but it does not have to have equivalent duties.

4. Employees may take intermittent leave in increments of half days.

5. Instructional personnel are subject to special rules for taking intermittent or reduced leave. (See Section H.)

H. **INSTRUCTIONAL PERSONNEL**

The following special rules apply to instructional personnel only. For the purposes of this policy, instructional personnel are teachers, special education assistants and any other employees whose principal function is to teach and instruct students.

1. **Use of intermittent or Reduced Schedule Leave**
   a. Instructional employees may use intermittent or reduced schedule leave only when the employee and the P.A.C.E. Board have reached an agreement on how the leave will be used.
   b. If an instructional employee requests intermittent or reduced schedule leave for more than 20 percent of the workdays of the total duration of a leave due to medical treatment, the school may require the employee to take continuous leave for up to the entire duration of the scheduled leave or to transfer to an alternative position with equivalent pay and benefits for the period of leave.
c. Instructional employees who take intermittent or reduced schedule leave that constitutes 20 percent or less of the workdays during the leave period are not subject to transfer to an alternative position.

2. Extension of FMLA Leave at School’s Discretion

ArtSpace may require instructional personnel to continue leave through the end of the academic term if any of the following conditions exist:

a. the leave will begin more than five weeks before the end of the term; the leave will last at least three weeks; and the employee would return to work in the last three weeks of the academic term;

b. the leave is for a purpose other than the employee's own serious health condition or for a military exigency; the leave will begin in the last five weeks of the term; the leave will last more than two weeks; and the employee would return to work during the last two weeks of the academic term; or

c. the “leave is for a purpose other than the employee's own serious health condition or for a military exigency; the leave will begin in the last three weeks of the term; and the leave will last at least five days.

d. If ArtSpace requires an instructional employee to take leave until the end of the academic term, only the period of leave until the employee is ready and able to return to work will be charged against the employee's FMLA entitlement.

I. EMPLOYEE’S RESPONSIBILITY WHEN REQUESTING LEAVE

To ensure that employees receive proper notification of their rights and responsibilities and that leave is properly designated, all employees requesting any type of leave must make the request to the Executive Director, or designee.

1. Employee's Responsibilities When Leave is Foreseeable

a. The employee must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. If this amount of notice is not possible, then notice must be given as soon as practicable, taking into account all of the facts and circumstances.

b. The employee must provide sufficient information for ArtSpace to reasonably determine (1) whether the FMLA may apply to the leave request and (2) the anticipated timing and duration of the leave. This information would include, for example, notice that the employee is unable to perform job functions, notice that the family member is unable to perform daily activities, notice of the need for hospitalization or continuing treatment by a health care provider, or notice of circumstances supporting the need for military family leave.

c. If the employee does not provide 30 days' notice and there is no reasonable justification for the delay, ArtSpace may delay the FMLA leave until at least 30 days after the employee provides notice of the need for FMLA leave.

d. If an instructional employee fails to give the required notice of foreseeable leave for an intermittent or reduced leave schedule, the school may require the employee to take continuous leave for the duration of his or her treatment or may temporarily transfer the employee to an alternative position for which the employee is qualified and that has the same benefits. (See Section H.)

2. Employee's Responsibilities When Leave is Not Foreseeable
a. When leave is not foreseeable, the employee must comply with the usual school procedures for notifying his or her supervisor of the absence and requesting leave, including any applicable requirements established. If the employee fails to do so, the leave may be delayed or denied.

b. When giving notice of an absence, the employee must inform the supervisor if the requested leave is for a reason for which FMLA leave was previously taken or certified.

c. The employee also must notify the Executive Director or designee of the need for FMLA leave as soon as practicable.

d. All employee responsibilities in the FMLA for notice, medical certification, fitness for duty certification and notice of intent to return to work apply as specified in this policy.

J. EMPLOYER’S DESIGNATION AND NOTICE TO EMPLOYEE

1. Whether or not the employee specifically requests FMLA leave, the Executive Director or designee is responsible for asking any questions of the employee necessary to make a determination of whether the leave is FMLA-eligible, unless the employee has already requested and received FMLA leave or certification for the same condition or event. The employee is required to provide notice of the need and the reason for leave.

2. The Executive Director or designee shall provide all legally-required notices to the employee within five days of receiving this information or otherwise learning that an employee's leave may be for an FMLA-qualifying reason, unless there is a justifiable delay, such as a delay for documentation.

3. The required notices must indicate whether the employee is eligible under the FMLA. If the employee is eligible, the notice must specify any additional information required from the employee and must explain the employee's rights and responsibilities under the FMLA. If the employee is not eligible, the notice must provide a reason for the ineligibility. The required notices also must state whether the leave will be designated as FMLA-protected and, if so, the amount of leave that will be counted against the employee's leave entitlement.

4. Leave may be designated as both FMLA-eligible and as leave under the school's paid leave policy if paid leave has been substituted. Such leave would be counted toward the employee's 12-week FMLA entitlement. In addition, the Executive Director (or the designee) may designate an absence (taken as paid or unpaid leave) that meets the criteria for an FMLA-qualifying absence as part of the employee's total FMLA entitlement, whether or not the employee has requested FMLA leave. (See Section M.)

5. Leave that has been taken for an FMLA-qualifying reason may be retroactively designated as FMLA leave with appropriate notice to the employee, provided that such designation does not cause harm or injury to the employee.

K. CERTIFICATION

ArtSpace Charter School reserves the right to require employees to provide certification of any FMLA-qualifying event or condition of the employee or the employee’s spouse, child, parent or next of kin, including certification for military exigency leave. The school will not request more medical certification information than that allowed by the FMLA and the Americans with Disabilities Act. The business office may request a second or third verification at the school’s expense if reason to doubt the validity of a medical certification exists. The school may require periodic recertification to support
the leave, as permitted by law.

L. RETURN TO WORK

The school may require an employee to periodically report on his or her status and intent to return to work. Any employee who is taking leave through the end of an academic term must report on his or her intent to return to work no later than four weeks before the end of the academic term. In addition, the school may require the employee to report on his or her intent to return to work on a regular basis while on FMLA leave.

Before an employee returns to work from FMLA leave taken for the employee's own serious health condition, the employee must present a "fitness-for-duty" certification from their healthcare provider that states that the employee is able to return to work. This requirement does not apply to an employee taking intermittent leave unless the employee's condition presents a reasonable safety concern.

M. SUBSTITUTION OF PAID LEAVE

1. The school will substitute appropriate paid leave for unpaid FMLA leave to the extent allowed by law and policy, giving proper notice to the employee that the leave is designated as FMLA. If an employee has exhausted his or her accrued paid leave but an FMLA-qualifying reason for absence continues, the school will designate resulting absences as protected FMLA leave until the employee has used all allowable FMLA leave. Such absences will be unpaid.

2. When an employee has an absence (taken as paid or unpaid leave) that meets the criteria for an FMLA-qualified absence, the school may, with proper notice to the employee, designate the absence as part of the employee's total annual FMLA entitlement. If the absence continues for more than 10 days, all employee responsibilities in the FMLA to provide notice for foreseeable and unforeseeable leave, medical certification, fitness for duty certification and notice of intent to return to work apply as specified in this policy.

3. An employee must not be permitted to exhaust paid leave before beginning FMLA leave if it has been determined that the employee's reason for using paid leave meets the FMLA eligibility requirements.

N. RESTORATION TO EQUIVALENT POSITION

Generally Employees, except "key" employees, will be restored to the same or an equivalent position upon return from FMLA leave. The equivalent position will have virtually identical pay, benefits and working conditions, including privileges, perquisites and status, as the position the employee held prior to the leave. The position also must involve substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility and authority. For licensed employees, all positions with the same salary and licensure requirements also will be considered equivalent positions, so long as these conditions are met.

Key Employees

Key employees do not have the right to be restored to the same or an equivalent position upon their return from FMLA leave. Key employees are salaried FMLA-eligible employees who are among the highest paid 10 percent of all employees. If restoring a key employee would result in substantial and grievous economic injury to the school, then the school has no obligation to restore the employee to the same or an equivalent position. An employee will be informed at the time leave is taken if he or she is considered a key employee and will be informed once a determination is made that the employee will not be restored to the same or an equivalent position upon return from FMLA leave. A
key employee who has been informed that he or she will not be restored still has the right to health benefits for the full period in which he or she is eligible for FMLA leave.

0. **CONTINUATION OF HEALTH BENEFITS**

Health care coverage and benefits will be continued for the duration of an employee's FMLA leave on the same conditions as would have been provided if the employee had continued working. Employees do not have the right to the accrual of earned benefits during FMLA leave. If an employee takes intermittent or reduced leave, he or she has the right to maintain the same health care benefits, but earned benefits may be reduced in proportion to hours worked when such a reduction is normally based upon hours worked.

The school may recover from the employee the cost of health insurance premiums paid on behalf of the employee while the employee was on unpaid FMLA leave if the employee does not return to work after the leave, so long as the reason for not returning does not relate to a serious health condition or to circumstances beyond his or her control.

P. **POSTING REQUIREMENT**

The Executive Director or designee shall ensure that notices of FMLA provisions and information on procedures for filing complaints are posted in places that are readily accessible to employees and applicants.

Q. **RECORDKEEPING REQUIREMENT**

The business office shall maintain records of the following information for at least three years: basic payroll and identifying employee data, the dates (or hours) of FMLA leave taken by each employee, and premium payments of employee benefits. Medical information, such as that relating to medical certifications, also will be maintained in the personnel department in confidential medical records.

The business office will maintain for at least three years copies of employee notices, including general and specific notices, any other documents describing employee benefits or policies and records of disputes between the school and any employee regarding designation of FMLA leave.

R. **ENFORCEMENT**

An employee may file a complaint with the U.S. Department of Labor or bring a private lawsuit against the school for violations of the FMLA. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law that provides greater family or medical leave rights.

S. **OUTSIDE EMPLOYMENT/FALSIFICATION OF RECORDS**

The school may deny FMLA benefits to an employee who engages in self-employment or employment for any employer while on continuous leave if the employee fraudulently obtained FMLA leave. Falsification of records and failure to correct records known to be false are violations of this policy and will result in discipline, which may include termination from employment.


WH-380-E Certification of Health Care Provider for Employee’s Serious Health Condition (PDF)

WH-380-F Certification of Health Care Provider for Family Member’s Serious Health Condition (PDF)
WH-380 Notice of Eligibility and Rights & Responsibilities (PDF) 

WH-381 Notice of Eligibility and Rights & Responsibilities (PDF) 


WH-384 Certification of Qualifying Exigency For Military Family Leave (PDF) 


Legal Reference (s) Code of Federal Regulations, Title 29, Part 825, The Family and Medical Leave Act of 1993, as amended

Adopted – July 19, 2017 (as included in Employee Handbook 2017-2018)
Applicants must notify the Executive Director immediately if they are arrested, charged with, or convicted of a criminal offense (including entering a plea of guilty or nolo contendere) other than a minor traffic violation (i.e., speeding, parking, or a lesser violation). Notice must be in writing, must include all pertinent facts, and must be delivered to the Executive Director no later than the next scheduled business day following the arrest, charge, or conviction, unless the applicant is hospitalized or incarcerated, in which case the applicant must report the alleged violation within 24 hours after his or her release. Upon judicial action in the matter, the applicant must report the disposition and pertinent facts in writing to the personnel director no later than the next business day following adjudication.

A criminal history check and a check of sex offender registries must be conducted on all final candidates for employment and board membership with the school. Criminal history checks must be conducted in accordance with state law and any procedures established by the Executive Director. School officials shall not require candidates to disclose expunged arrests, charges, or convictions and shall not ask candidates to voluntarily disclose such information without first advising that disclosure is not required. The Executive Director shall report to the State Board of Education any licensed individual who is found to have a criminal history, as required by State Board policy.

A final candidate for employment, board membership, or for hiring as an independent contractor will be excluded from hiring on the basis of criminal conduct only when doing so is job-related and consistent with business necessity. If a final candidate is found to have been convicted of a criminal offense, other than a minor traffic violation, the Executive Director shall determine whether the individual is qualified for employment despite the criminal history by considering, among other things, whether the individual poses a threat to the safety of students or personnel or has demonstrated that he or she does not have the integrity or honesty to fulfill the duties of the position. The following factors will be considered in making this determination: (1) the nature and gravity of the offense or conduct; (2) the time that has passed since the offense or conduct and/or completion of the sentence; and (3) the nature of the job sought. Before the Executive Director may exclude a final candidate based on his or her past criminal convictions, the Executive Director must give the candidate the opportunity to demonstrate that the exclusion does not properly apply to him or her.

The board has determined that every position with the school, regardless of whether the position is located in a school or elsewhere, potentially entails contact with students, either on a regular, occasional, or emergency basis. For that reason, no individual who is a registered sex offender will be hired for any position with the school.

In addition, each contract executed by the board with an independent contractor or for services of independent contractors must require the contractor to check sex offender registries.

**Adopted – August 21, 2018**
**Revised and Approved September 24, 2019**
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1) Nepotism
   a) No voting member of the governing board shall be an employee of a for-profit company that provides substantial services to the charter school for a fee.
   b) No employee of the charter school shall be immediate family (as defined in G.S. 115C-12.2) to any member of the nonprofit board of directors.
   c) No employee of the charter school, whether hired by the board of directors or a management company, shall be a voting member of the nonprofit board of directors.
   d) No teacher or staff member that is immediate family of the chief administrator shall be hired without the board of directors evaluating their credentials, establishing a structure to prevent conflicts of interest, and notifying the Department, with evidence, that this process has occurred.

2) The interested parties shall make full disclosure, by notice in writing, to the full Board of Directors of all possible conflicts of interest, including but not limited to the following:
   a) A staff member in a supervisory capacity is related to another staff member whom he/she supervises
   b) A staff member receives payment from the school for any subcontract, goods or services other than as part of his/her regular job responsibilities or as reimbursement for reasonable expenses incurred as provided in the bylaws and Board policy
   c) A staff member may have personal, financial, professional or political gain through their involvement with the school

3) Following full disclosure of a possible conflict of interest or any condition listed above, the Board of Directors shall determine whether a conflict of interest exists and, if so, the Board shall vote to authorize or reject the transaction and/or condition. Both votes shall be by majority vote without counting the vote of any interested director, even if the disinterested directors are less than quorum, provided that at least one consenting director is disinterested.
   a) Verification of preexisting conflicts will be made by Board Chair or Designee.
   b) An interested staff member shall not participate in any discussion or debate of the Board of Directors or any committee thereof in which the subject of discussion is a contract, transaction or situation in which there may be a conflict of interest.

4) No staff member shall participate in the selection, award or administration of a procurement transaction in which federal or state funds are used, where, to his/her knowledge, any of the following has a financial interest in that transaction (except for transactions authorized by the Board as per Section 2):
   a) the staff member;
   b) any member of his/her immediate family;
   c) his/her partner;
   d) an organization in which any of the above is an officer, director or employee;
   e) a person or organization with whom any of the above is negotiating or has any arrangement concerning prospective employment.
5) In addition a contract or transaction can be rendered voidable by the Board of Directors if entered without full disclosure of the personal interests of a staff member. The existence of any of the above listed conditions shall likewise render a contract or transaction voidable unless full disclosure of personal interests is made in writing to the Board of Directors and such transaction was approved by the Board in full knowledge of such interest.

6) The disinterested directors are authorized to impose by majority vote other reasonable sanctions as necessary to recover associated costs against a staff member for failure to disclose a conflict of interest as described in Section 1 or for any appearance of a conflict.

7) Appeal from sanctions imposed pursuant to Section 5 and 6 above shall be prescribed by law in those courts of the state (NC) with jurisdiction over both the parties and the subject matter of the appeal.

8) In the event that the P.A.C.E., Inc. Board of Directors has incurred costs or attorney fees as a result of legal action, litigation or appeal brought by or on behalf of an interested member due to a conflict of interest and consequent sanctions and in the event that the Board of Directors prevails in such legal action, litigation or appeal, the Board shall be entitled to recover all of its costs and attorney fees from the unsuccessful party.

9) A copy of this policy shall be given to all staff members upon commencement of such person’s relationship with the School. Each staff member shall sign and date the policy at the beginning of his or her term of service or employment and each year thereafter. Failure to sign does not nullify the policy.

Possible conflicts of interest: Yes___________ No _________
Has conflict been authorized by Board: Yes __________ No __________
If yes when: ________________________________________________________________
If no, please explain: _______________________________________________________

Verification/Action Taken/Date________________________________________________
Board Chair/Director Signature________________________________________________

Employee Signature________________________________________________________________________
Employee Name printed_________________________________________________________________
Date________________________________________________________________________________________

Adopted – November 21, 2006
Revised – May 19, 2015
Revised – October 16, 2018
ARTICLE I
Offices

1.1 Principal Office. The principal office of the Corporation shall be located at 2030 U.S Highway 70, Swannanoa, NC, 28778 or such other location designated by the Board of Directors.

1.2 Registered Office. The registered office of the Corporation required by law to be maintained in the State of North Carolina may be, but need not be, identical with the principal office.

1.3 Other Offices. The Corporation may have offices at such other places, either within or without the State of North Carolina, as the Board of Directors may designate or as the affairs of the Corporation may require from time to time.

ARTICLE II
Members

2.1 Members. The Corporation shall not have voting members, with members being defined as stockholders and/or shareholders.

ARTICLE III
Board of Directors

3.1 General Powers. The Business and affairs of the Corporation shall be managed by its Board of Directors. Except as otherwise expressly provided by law, the Articles of Incorporation, or these Bylaws, all of the power of the Corporation shall be vested in the Board of Directors. The ultimate purpose of the Board of Directors is to safeguard the existence, values and philosophy as stated in the charter of Partnership for Art at the Core of Education, Inc. The Board is responsible for maintaining the integrity of the education offered by the school, insuring the future of the School, and enhancing the School’s reputation in the community. The specific duties of the Board of Directors shall include, but not be limited to:

a. Final approval of personnel based on recommendation of the Executive Director, or any committee appointed and charged with such tasks;
b. Reviewing and evaluating the School on an ongoing basis;
c. Reviewing the administrative, academic and financial policies on a regular basis and ensuring the financial and academic health of the organization;
d. Keeping a complete record of all meetings and actions and making such records available as appropriate to all interested parties upon reasonable request;
e. Insuring that the School’s affairs are conducted consistent with the purposes of the corporation and the laws of the United States and the State of North Carolina; and
f. The Board shall be the final authority in resolving grievances by parents and/or guardians, teachers or their staff. In resolving such grievances, the Board shall
g. Attendance and participation in any Team/Committee meetings. Board members may vote only on Teams/Committees to which they are assigned.

3.2 Number and Term.
   a. The number of directors constituting the Board of Directors shall be at least five (5) and no more than twelve (12). Board of directors will be categorized into three groups, with family members of ACS students in one group, the ED and Faculty Rep (non-voting members) in the second group, and community members representing the third group. Neither family members or community members groups shall exceed six individuals. The number of Directors may be changed by a two-thirds vote of the Directors then serving. No decrease in number shall have the effect of shortening the term of any incumbent Director.
   
   b. Each director shall hold office for three consecutive years. Each board member’s term will expire on his or her anniversary date. A quorum of board members can extend any current member’s term up to two years. There will be a 5-year limit to any term on the Board.

3.3 Election of Directors. Directors shall be elected at any regular or special meeting of the Board of Directors by a vote of a majority of the directors then in office.

3.4 Removal. Directors may be removed from office at any time with or without cause by the directors by such vote as would be required to elect a member of the Board of Directors.

3.5 Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors even though less than a quorum, or by the sole remaining director.

3.6 Compensation. The Board of Directors may not compensate directors for their services as such, but may provide for the payment of any or all expenses incurred by directors in attending regular and special meetings of the Board of Directors.

3.7 Conflict of Interest. All Board members shall be given a copy of North Carolina General Statutes §55-8-31 (Director Conflict of Interest), and shall abide by it and all applicable statutes. Additionally, members of one household may not concurrently serve on the Board; only one member of a family at a time, by virtue of blood relations, marriage or sharing living quarters shall serve as a Board member. Should a conflict of interest arise, the conflicted member shall abstain from voting and leave the premises until the issue is decided. Conflict of interest policy will be executed upon election to the board and renewed annually. No staff member who happens to be a member of the Board of Directors shall vote on any hiring, firing or salary issues.

3.8 The Executive Director. The Executive Director shall serve as an ex-officio member of the Board of Directors. The Executive Director may participate in open meetings by reason of his or her position, rather than through election. Participation in closed session meetings is by invitation of the Board. The ex-officio member will have voting rights on the Board of Directors.

3.9 Faculty Representative. A Faculty Representative shall serve as an ex-officio member of the Board of Directors. A Faculty Representative may participate in open meetings by reason of his or her position, rather than through election. Participation in closed session meetings is by invitation of the Board. The ex-officio member will have voting rights on the Board of Directors.
ARTICLE IV
Meetings of Directors

4.1 Annual Meetings. The annual meeting of the Board of Directors shall be held in June of each year on a date selected by the Directors, at any place chosen by the Directors, for the purpose of electing directors and officers of the Corporation and for the transaction of any other business properly before the Board of Directors.

4.2 Special Meetings. Special meeting of the Board of Directors may be called by or at the request of the President or any two directors.

4.3 Place of Meetings. The annual or any special meeting of the Board of Directors may be held at the principal office of the Corporation or at such other place, either within or without the State of North Carolina, as shall be designated in the notice of the meeting or in a waiver of notice of the meeting signed by all the Directors then in office.

4.4 Open Meetings. All meetings of the Board of Directors will comply with North Carolina law governing "Meetings of Public Bodies" as explained in article 33C of the General Statutes.

4.5 Notice of Meetings. The Secretary shall give written notice of each annual meeting of the Board of Directors by mailing such notice to each director at least ten days before the meeting. The President or other persons calling a special meeting of the Board of Directors shall give written notice thereof (or cause the Secretary to give notice) to each director at least three days before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a meeting of the Board of Directors, except as otherwise provided by law or these Bylaws. All meetings must comply with North Carolina Public meeting notification laws

4.6 Waiver of Notice. Any director may waive notice of any meeting, either before or after the meeting. Written waivers of notice shall be filed by the Secretary with the corporate records or as part of the minutes of the meeting. The attendance by a director at a meeting shall constitute a waiver of notice of such a meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Public notice, as required by NC law, may not be waived.

4.7 Quorum. A simple majority of the current number of directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, except as otherwise provided in these Bylaws.

4.8 Manner of Acting. Except as otherwise provided in these Bylaws, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

4.9 Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he/she objects at the beginning of the meeting, or promptly upon his/her arrival, to holding it or transacting business at the meeting, or his/her dissent or abstention from the action is otherwise entered in the minutes of the meeting, or unless he/she either files a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or forwards his/her written dissent by registered mail to the Secretary of the Corporation immediately after adjournment of the meeting. The right to dissent is not available to a director who voted in favor of such action.
4.10 Participation by Telephone. Any one or more directors may participate in a meeting of the Board of Directors by means of a conference telephone or similar communications device that allows all persons participating in the meeting to hear each other. Participation by these means shall be deemed presence in person at the meeting. Participation by telephone will be duly noted in the minutes.

ARTICLE V
Officers

5.1 Officers of the Corporation. The officers of the Corporation shall consist of a President, a Vice-President, a Secretary, and a Treasurer. Other officers, including one or more additional Vice-Presidents, Assistant Secretaries, and Assistant Treasurers, may from time to time be elected by the Board of Directors. Any two or more offices, except President and Secretary, may be held by the same person. No officer may act in more than one capacity where the actions of two or more officers are required. The executive committee will consist of the President, Vice President, Secretary, Treasurer and immediate Past President.

5.2 Election and Term. The officers of the Corporation shall be elected by the Board of Directors at the annual meeting, and each officer shall serve a term of one year, beginning July 1. Board members may serve additional terms in any capacity as elected by the majority board. In the event that an office becomes vacant, the Board of Directors will elect a replacement for the remainder of the term.

5.3 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby.

5.4 Bonding. The Board of Directors may by resolution require any officer, agent, or employee of the Corporation to give bond to the Corporation, with sufficient sureties, conditioned on the faithful performance of the duties of his/her respective office or position, and to comply with such other conditions as may from time to time be required by the Board of Directors.

5.5 President. The President shall be the chief executive officer of the Corporation and shall be primarily responsible for the implementation of policies of the Board of Directors.

a. He/She shall have authority over the general management of the Corporation in accordance with these Bylaws, subject only to the ultimate authority of the Board of Directors. He/She may sign and execute instruments in the name of the Corporation except in cases where the signing and the execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or shall be required by law otherwise to be signed or executed. In addition, he/she shall preside at all meetings and perform all duties incident to the office of the President and such other duties as from time to time may be assigned to him/her by the Board of Directors.

b. Upon completion of their elected term as President, he/she will assume the role of “Past President.” The Past President will serve for the period of one-year as a non-voting member of the executive committee independent of his or her Board of Director term.
5.6 Vice-Presidents. Each Vice-President, if any, shall have such powers and duties as may from time to time be assigned to him by the Board of Directors. Any Vice-President may sign and execute in the name of the Corporation instruments authorized by the Board of Directors, except where the signing and execution of such documents shall be expressly delegated by the Board of Directors or the President to some other officer or agent of the Corporation or shall be required by law otherwise to be signed or executed. In the absence of the President or in the event of his or her death, inability, or refusal to act, the Vice-Presidents in the order of their length of service as Vice-Presidents, unless otherwise determined by the Board of Directors, shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President.

5.7 Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors. He or she shall keep all minutes of all such meetings in books designated for those purposes. The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. He or she shall have charge of the books, records, and papers of the Corporation. He or she shall have the custody of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized, and shall sign such instruments as may require his or her signature. He or she shall in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Chairman, by the Board of Directors, or by these Bylaws.

5.8 Assistant Secretaries. In the absence of the Secretary or in the event of his or her death, inability, or refusal to act, any Assistant Secretary designated by the President, unless otherwise determined by the Board of Directors, shall perform the duties of the Secretary and when so acting shall have all the powers of and be subject to all the restrictions upon the Secretary. The Assistant Secretaries shall perform such other duties as may be assigned to them by the Secretary, by the President, or by the Board of Directors. Any Assistant Secretary may sign, with the President or a Vice-President, documents authorized to be signed by the Secretary.

5.9 Treasurer. The Treasurer shall have charge of and be responsible for all funds and securities, receipts, and disbursements of the Corporation, and shall deposit all monies and securities of the Corporation in such banks and depositories as shall be designated by the Board of Directors, provided that the Board of Directors may appoint a custodian or a depository for any such funds or securities, and the Board of Directors may designate those persons upon whose signature or authority such funds may be disbursed. He or she shall be responsible (i) for maintaining adequate financial accounts and records in accordance with generally accepted accounting practices, (ii) for the preparation of appropriate operating budgets and financial statements; and (iii) for the preparation and filing of all tax returns required by law.

5.10 Assistant Treasurers. In the absence of the Treasurer or in the event of his or her death, inability, or refusal to act, any Assistant Treasurer designated by the President, unless otherwise determined by the Board of Directors, shall perform the duties of the Treasurers, and when so acting shall have all the powers of and be subject to all the restrictions upon the Treasurer. They shall perform such other duties as may be assigned to them by the Treasurer, by the President, or by the Board of Directors.

5.11 Validity of Signatures. In case any officer whose signatures shall appear on any bond, note, or other evidence of indebtedness of the Corporation shall cease to be an officer or hold an office different from that held at the time of signature before the delivery of such instrument, such signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in such office until such delivery.
ARTICLE VI
Indebtedness

6.1 No indebtedness of the Corporation in excess of $10,000 shall be incurred other than in the normal course of business, except as may be approved by resolution adopted by a majority of the Board of Directors.

6.2 Any or all of such indebtedness may be represented by notes, debentures, bonds, or other securities, either unsecured or secured by, or issued under, a mortgage, trust indenture, or otherwise, and may be issued at such times and upon such terms as the Board of Directors shall determine.

ARTICLE VII
Contracts, Loans, Checks, and Deposits

7.1 Contracts. A majority of the Board of Directors may authorize any officer or officers, agents or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

7.2 Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution approved by a majority of the Board of Directors. Such authority may be general or confined to specific instances.

7.3 Checks and Drafts. All checks, drafts or other orders for the payment of money issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents, or employee or employees of the Corporation and in such manner, including facsimile signatures, as shall from time to time be determined by resolution of the Board of Directors. Such resolution shall be made annually by the Board of Directors or more frequently as needed. These signatories shall be authorized by a majority vote of the Board of Directors, annually, in compliance with audit requirements.

7.4 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such depositories as the Board of Directors may select.

ARTICLE VIII
Advisory Board

8.1 Advisory Board. The Board of Directors may establish or abolish an advisory committee as it deems necessary. Members of the advisory committee may come from outside the board.

8.2 The Board of Directors shall establish an advisory board of individuals to advise the Board of Directors and/or administration in matters pertaining to the operation of PACE or ArtSpace Charter School. Members of the advisory board shall have no authority to direct PACE, Inc or ArtSpace Charter School, but shall serve only to advise the Board of Directors and/or administration at the discretion and direction of the Board of Directors. Any advice provided by the members of the Advisory Board and so taken into action by the Board of Directors shall be made at the sole discretion of the Board of Directors. The Advisory Board membership shall be a matter of public record for the Corporation.

8.3 The Advisory Board shall be invited to participate in the annual meeting of the Board of Directors or meet at least once per year at a time and place designated by the Board of Directors.
**8.4 Election and Term.** The members of the Advisory Board of the Corporation shall be elected by majority vote of the Board of Directors, and each member shall hold office for term of up to one year. All advisory Board terms will expire on June 30 and membership will be reviewed at the annual meeting of the board of directors. Individuals may be re-elected for additional term(s) by majority vote of the board of directors.

**8.5 Removal.** A member of the Advisory Board may be removed by majority vote of the Board of Directors at any time in conjunction with a regular or special meeting of the board of Directors.

**ARTICLE IX**

**General Provisions**

**9.1 Seal.** The Corporate seal of the Corporation shall contain the name of the Corporation and shall be in such form as approved by the Board of Directors.

**9.2 Committees.** That the Board of Directors may establish committees as needed with members not being from the Board of Directors, but with at least one board member on the specific committee.

**9.3 Waiver of Notice.** Whenever any notice is required to be given to any director by law, by the Articles of Incorporation, or by these Bylaws, a waiver thereof in writing signed by the director or directors entitled to give such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

**9.4 Indemnification.** The Corporation shall indemnify its officers and directors to the maximum extent required or permitted by Part 5 of article 8 of Chapter 55A of North Carolina General Assembly as from time to time amended, and such officers and directors shall be deemed to have relied upon the Part.

**9.5 Fiscal Year.** The fiscal year of the Corporation shall be as fixed by the Board of Directors.

**9.6 Public Records.** The Board of Directors will comply with laws pertaining to Public Records as detailed in North Carolina General Assembly (NCGS Chapter 132).

**9.7 Ex-officio term.** Ex-officio status may be granted for a term of up to one year, to be reviewed at the annual Board of Directors meeting. The Ex-Officio director may participate in open meetings by reason of his or her position, rather than through election to the board. Participation in closed session meetings is strictly by invitation of the Board.

**9.8 Ex-Officio removal.** Ex-officio status may be revoked at any time with or without cause by the directors by such vote as would be required to elect a member of the Board of Directors.

**9.9 Amendment of Bylaws.** Except as otherwise provided by law, the Articles of Incorporation or herein, these Bylaws may be amended or repealed and new Bylaws may be adopted as a whole by the affirmative vote of a majority of the directors then holding office at any annual, regular or special meeting of the Board of Directors; provided, however, that notice of the proposed action shall have been included in the notice of the meeting or shall have been waived as provided in these Bylaws. ACS has a responsibility to notify the NC Department of Public Instruction of any board approved amendments to these by-laws.
These Bylaws have been reviewed and approved by the PACE board of directors on February 16, 2010.

Revised by the PACE board of directors on November 16, 2010.
Revised by the PACE board of directors on February 26, 2014.
Revised by the PACE board of directors on May 19, 2015
P.A.C.E., Inc.

2.08 INACTIVE POLICY - Archive Room: Sensitive Documents

The Archive room will have limited access. The following people will be the only ones with a key:

- Executive Director
- Assistant Directors
- Business Director
- Office Manager
- Building Manager
- Student Data Manager

Upon review, the ED and the P.A.C.E Board Chair may authorize and grant temporary use of a key to the Archive Room for specified use.

When a Board or staff member need access to the room they will be let in by one of the key holders listed above. That Board or staff member will be responsible for monitoring their activity and securing the room when they leave.

Adopted – February 16, 2010
Revised – January 20, 2015
Strike Policy – September 19, 2017