

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

Thursday, April 30, 2026

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

Call Order: 5:00 p.m.

Roll Call:

Public Forum: *Members of the public who wish to comment during the Board meeting will be limited to three (3) minutes. If an interpreter is needed for comments, they will be translated to English and the time limit shall be six (6) minutes. The Board of Directors may limit the total time for public comment to a reasonable time.*

Plaudits:

Action Items

1. Approve Agenda

Consent Agenda

2. Approve March 26, 2026 Minutes - *See attached*

Reports

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

Discussion Items

5. Discuss 2026-27 DRAFT Adopted Budget - *handout*
6. Board Members Needed for 8th Grade Presentations Monday, June 1st 8:45-12:45

Action Items

7. Approve 2026-27 Certificated Salary Schedule - *See attached*
8. Approve Renewal of NCSA Lease with RavenSprings LLC - *See attached*
9. Approve Application for SB740 Grant for Lease Reimbursement - *See attached*
10. Approve Middle School Athletic Eligibility Policy - *See Attached*
11. Approve Independent Study Policy - Home Study Program - *See attached*
12. Approve Home Study - Missed Assignments, Satisfactory Educational Progress, and Involuntary Removal Policy - *See Attached*
13. Approve Admissions and Enrollment Policy - *See Attached*
14. Approve Amendment to Employee Handbook - Early Retirement Incentive - *See Attached*

Adjournment 6:30 p.m.

Access to Board Materials: A copy of the written materials which will be submitted to the School Board may be reviewed by any interested persons on NCSA's website along with this agenda following the posting of the agenda at least 72 hours in advance of this meeting.

Disability Access: Requests for disability-related modifications or accommodations to participate in this public meeting should be made 24 hours prior to the meeting by calling (530) 273-7736. All efforts will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.

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

Thursday, April 30, 2026

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

Call Order: 5:00 p.m.

Roll Call:

Public Forum: *Members of the public who wish to comment during the Board meeting will be limited to three (3) minutes. If an interpreter is needed for comments, they will be translated to English and the time limit shall be six (6) minutes. The Board of Directors may limit the total time for public comment to a reasonable time.*

Plaudits:

Action Items

1. Approve Agenda

Consent Agenda

2. Approve March 26, 2026 Minutes - *See attached*

Reports

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

Discussion Items

5. Discuss 2026-27 DRAFT Adopted Budget - *handout*
6. Board Members Needed for 8th Grade Presentations Monday, June 1st 8:45-12:45

Action Items

7. Approve 2026-27 Certificated Salary Schedule - *See attached*
8. Approve Renewal of NCSA Lease with RavenSprings LLC - *See attached*
9. Approve Application for SB740 Grant for Lease Reimbursement - *See attached*
10. Approve Middle School Athletic Eligibility Policy - *See Attached*
11. Approve Independent Study Policy - Home Study Program - *See attached*
12. Approve Home Study - Missed Assignments, Satisfactory Educational Progress, and Involuntary Removal Policy - *See Attached*
13. Approve Admissions and Enrollment Policy - *See Attached*
14. Approve Amendment to Employee Handbook - Early Retirement Incentive - *See Attached*

Adjournment 6:30 p.m.

Access to Board Materials: A copy of the written materials which will be submitted to the School Board may be reviewed by any interested persons on NCSA's website along with this agenda following the posting of the agenda at least 72 hours in advance of this meeting.

Disability Access: Requests for disability-related modifications or accommodations to participate in this public meeting should be made 24 hours prior to the meeting by calling (530) 273-7736. All efforts

will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.

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

Thursday, March 26, 2026

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

Call Order: 5:00 p.m.

Roll Call: LeAnne Hagland, Jon Lefebre, Joie King, Marina Gage, Brian Munn, Jaylee McGregor, Andrew Todd, Holly Pettitt

Public Forum: *Members of the public who wish to comment during the Board meeting will be limited to three (3) minutes. If an interpreter is needed for comments, they will be translated to English and the time limit shall be six (6) minutes. The Board of Directors may limit the total time for public comment to a reasonable time.*

NA

Plaudits: Holly is covering for Angie this week, the LC teachers are amazing! We are incredibly lucky to have the teachers we have. Emma is also out, thank you to Carabeth, Jenn G, and Val for covering.

Action Items

1. Approve Agenda - removing item 10, Independent Study Policy, the lawyer did not get it back to us in time.
 - a. Motion: Jon LeFebre 2nd: Meshawn Simmons

Consent Agenda

2. Approve February 26, 2026 Minutes - *See attached*
 - a. Motion: Brian Munn 2nd: Marina Gage

Reports

3. Director's FYI Report – Holly Pettitt - *See Attached*
 - a. Budget: a few positions have been eliminated (2 certificated that are aware, 2 classified that will find out next week) and also condensing 2 positions into 1
 - b. Teachers will handle movement class next year, we are losing our LC movement coach and will not be replacing him
 - c. Itzia and Coach Q will be creating and running an afterschool sports/movement program for the 26/27 year. It will be funded through ELOP and parent contributions.
4. Board and Committee Reports
 - a. Nomination & Recruitment - No Meeting - Discuss Candidates
 - i. Leanne interviewed Will Ford in October, notes were sent to Joie.
 - ii. Joie interviewed David Serwitz
 - iii. Jaylee interviewed Heidi Meredith
 - iv. Bear interviewed Matthew StibbeThese applicants will be invited to a future board meeting
 - b. Facilities Committee Report
 - i. Able to meet online due to only 2 board members
 - ii. Solar proposal, facilities committee doesn't feel like it is worth it
 1. Good in theory, the infrastructure it will be attached to is unstable. The ongoing maintenance cost is of concern. Mini-splits are more cost effective to purchase, maintain, and run.
 2. Building 2 roof needs to be repaired.
 3. Building 1 has been rented out.

- iii. The person interested in buying the warehouse is now uninterested
- iv. We are repaving paths this summer, the pond needs repair

Discussion Items

- 5. Presentation by Columinate - B-5 Staff Treatment and Compensation Report - *Video Call See Report*
- 6. Charter Board Members - Form 700
 - a. Andrew is the last one that needs to complete

Action Items

- 7. Approve Credential Exception for Katie Moorehead - Reading Specialist - *See Attached*
 - a. Motion: Jaylee McGregor 2nd: Brian Munn
- 8. Approve B-5 Staff Treatment and Compensation Report - *See Attached*
 - a. Motion: Brian Munn 2nd: Jon LeFebre
- 9. Approve the J-13A Waiver - *Handout*
 - a. Motion: Meshawn Simmons 2nd: Marina Gage
- 10. Approve Independent Study Policy - *See Attached*
 - a. **Postponed, not returned from the lawyer in time**
 - b. Motion: 2nd:

Adjournment 6:23 p.m.

Access to Board Materials: A copy of the written materials which will be submitted to the School Board may be reviewed by any interested persons on NCSA's website along with this agenda following the posting of the agenda at least 72 hours in advance of this meeting.

Disability Access: Requests for disability-related modifications or accommodations to participate in this public meeting should be made 24 hours prior to the meeting by calling (530) 273-7736. All efforts will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.



Director FYI Report April 30, 2026

This report details highlights of the month, operational achievements and items that the Board may like to know and helps to satisfy compliance with our B-6 Communication to the Board policy as well as indicates progress toward our Ends. It is organized by the following:

1. Relevant financial information.
2. School level issues that help the board see the big picture.
3. Public events (activities and gatherings both on and off premises) of a nature that may affect the perception of the School in the community.
4. Internal and external changes like significant modifications to the normal pattern of school business.
5. Progress towards Ends Policies and LCAP

Plaudits

- The math collaboration team - Cheri Barber, Carrie Criss-Harvey, Erikalynn Richie, Danielle Morey, Shawna Campbell, and Nancy Nobriga have worked hard to find a new math curriculum for NCSA.

Financial Information

- Draft Budget for 26-27 is on the agenda for discussion.

Facilities Update

B1

- Renter found. Some work needs to be done.
 - Replace the lights in the big room ~\$2400
 - Dump the trash that was left behind.
 - Some cleaning
 - Go over gate access.
 - Loading dock repair. In progress.
 -

B2

- Roof will be repaired over summer - \$37,000 to come out of this year's budget.

B3

- The pathway from the Purple art room to black top will be repaired over summer.
- Two emergency lights that did not function were replaced because it's less expensive to replace them than to get new batteries. One battery had a date code of 1988. I guess we got our money out of that one.

B8

- Pathway from Top of Hill to Lower Campus will also be repaired over summer.
- Something crashed into the window of Peyton's Kinder class. Installation has been scheduled for Friday, May 8, after one p.m.

B9

- Still waiting on a plumber to fix the plumbing stack to stop the leak in the Forge.

Overall

- We enrolled in the Lower Deer Creek–Penn Valley Fuels Reduction Project with the Nevada County Office of Emergency Services (OES) in partnership with the Nevada County Resource Conservation District (NCRCD) and Vestra Resources, Inc. to coordinate Phase 1 Environmental Compliance surveys. ALTA Archaeological Consulting conducted surveys, extending approximately 150 feet on both sides of the roadway from Monday, April 20th through Friday, April 24th from 8:00 am to 4:00 pm.
- We continue to work our way through the latest fire plan. The Nisenan crew did a lot of clearing over break. More clearing and fire-resistant vent screens are required.
- A board was reported broken on the NID bridge from B2 to B4. Erik got the board replaced. Then another one broke. It has been replaced and plywood has been put down to cover the bridge. Currently, no inexpensive options are available. Some spring painting of four square and basketball court lines has been done.
- Fire inspection was done, and we passed, mostly. Two classrooms need some work, and two emergency lights need new batteries or be replaced. We will have another inspection in two weeks.
- Over spring break, brush was cleared, piled, and burned.
- Ian has been clearing trees that the water inspectors wanted removed.
- Joseph spent some time replacing the missing glass rods in fire pull stations. In all eight needed to be done.
- The Facilities Committee met and discussed the plan for training a new water treatment operator, discussed bathroom upgrades, and summer projects.

Events

- Jogathon is Friday!!
- 7th Grade Talent Show was a hit!
- Student Success Night coming up

Academic, Arts & Social Emotional Achievement

- We are full in all classes with waitlists in every grade.
 - Home School currently has 15 students - we anticipate more, but we are also ok with starting small and building a strong foundation.
 - We will begin the year with 517 students
- Math Team met - TK-5 are leaning toward Amplify (waiting on a quote for that). 6-8 wants to pilot Innovamat next year, then decide. They do not like Amplify for the middle grades. We actually think it is a good idea to switch programs in middle school. The students get bored with the same program if we use it too long. If the 6-8 team does not like Innovamat - they will stick with Maneuvering the Middle until they can find something else they like.
- Shawna is returning to the classroom. Andrea Conte has agreed to be our MS Principal next year (she also interviewed last year for that position).

Safe, Respectful and Equitable Conditions for Learning and Working

- Parent Survey and 4th-8th Grade Surveys were sent - Survey Monkey lost all the results so I had to send it again. I am worried we won't get as many responses. I'll have to bring the report in June. May is too full with the LCAP.
- Three parents met with me to discuss gender neutral bathrooms and how we can make that happen for students. For middle school we can use the theater bathrooms with a few easy changes. For Lower Campus we would need to redesign the current girls and boys bathrooms upstairs to create 4-5 single use stalls with sinks outside of them. I did ask an architect parent if he would be willing to donate some of his time to drawing plans for this.
- Sending a letter to the whole school on Monday with all the upcoming staff changes.
- Staffing Changes - I'll update everyone at the meeting.

Contributor and Collaborator to the Greater Community

- N/A

NEVADA CITY SCHOOL OF THE ARTS

Certificated Salary Schedule

Effective July 1, 2026

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

Certificated Stipends

Advisory Committee Stipend - \$1,000

Field Study Overnight Stipend - \$50/night

Academic Tournament Stipend - \$50

CTE Credential with Master's Degree Stipend - \$1,000

Assessment Coordination Stipend - \$2,000

Supplemental Authorization Stipend - 3% increase to base salary

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

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

Class I	BA/Intern/Permit/CTE Credential	
Class II	BA plus 30 recognized semester units	3% Increase
Class III	BA plus 45 recognized semester units* or MA	3% Increase
Class IV	BA plus 60 recognized semester units* or MA plus 15 recognized semester units**	4% Increase
Class V	BA plus 75 recognized semester units* or MA plus 30 recognized semester units**	5% Increase
	*Units must be earned after the issuance of the BA	
	**Units must be earned after the issuance of the MA	

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

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

4. Salary beyond Step 20 shall be increased by 2% every two years.

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

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

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

Presented to the CGC for approval on 04/30/2026

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

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

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

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

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

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

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

5/28/25 - Added stipend for CTE Credential with Master's Degree & adjusted Tournament stipend

4/30/26 - Added 2% increase every two years beyond Step 20

FIFTH AMENDMENT TO LEASE

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

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

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

1.2 Term. The term of this Lease shall commence on July 1, 2026 (the “**Commencement Date**”) and shall end on June 30, 2027 (the “**Term**”) (such date, the “**Expiration Date**”). (*See also* Section 3 below.).

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

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

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

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

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

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

[Signature page follows]

(Signature page to Second Amendment to Lease)

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

By LESSOR:

RAVEN SPRINGS LLC,
a California limited liability company

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

By: _____
Name: _____
Its: _____

By LESSEE:

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

By: _____
Name: _____
Its: _____

EXHIBIT “C”

Schedule of Monthly Base Rent Payments

<u>TERM:</u>	<u>MONTHLY PAYMENT:</u>
July 1, 2020 – June 30, 2022	<u>\$50,499.60</u>
July 1, 2022 – June 30, 2023	<u>\$52,007.10</u>
July 1, 2023 – June 30, 2024	<u>\$59,875.00</u>
July 1, 2024 – June 30, 2025	<u>\$59,875.00</u>
July 1, 2025 – June 30, 2026	<u>\$59,875.00</u>
July 1, 2026 – June 30, 2027	<u>\$61,671.25</u>

**Charter School Facility Grant Program
LEGAL STATUS QUESTIONNAIRE**

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

Response: N/A

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

Response: N/A

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

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

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

Signature of Principal, CEO, or Lead Administrator

Date

 Holly Pettitt
Print or Type Name:

Signature of President or Chair of Governing Board

Date

 LeeAnne Haglund
Print or Type Name

**Charter School Facility Grant Program
CHARTER SCHOOL CERTIFICATION**

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

Signature of Principal, CEO, or Lead Administrator

Date

Holly Pettitt _____
Print or Type Name

Signature of President or Chair of Governing Board

Date

LeeAnne Haglund _____
Print or Type Name



Middle School Athletic Eligibility Policy

Purpose

The purpose of this policy is to promote academic success and ensure that participation in athletics supports, rather than detracts from, student learning.

Eligibility Requirement

To be eligible to participate in school-sponsored athletic programs, all middle school students must earn a minimum score of **2 (passing grade)** in **every class** during the current grading period.

Academic Monitoring

- Student grades will be reviewed at regular intervals (e.g., progress reports and report cards, grade book reviews).
- Any student receiving below a 2 in one or more classes will be considered **academically ineligible** to play sports.
- Students must get their eligibility card signed by each teacher including art and PE each week.
- Students must bring their completed eligibility cards to their coach every Monday in order to practice and game in order to participate.

Behavioral Concerns

- Any student can be benched for a game due to behavioral issues at the discretion of the Principal

Attendance and Tardies

- Must attend school on the day of the game (attendance is measured as arriving at school no later than 30 minutes after the start of the day).
- 90% attendance for the entirety of the season (Exc and Unexc). If illness is significant, students can participate with a Doctor's note.
- Excessive tardiness or habitual tardiness will require a meeting with the principal and the coach.

Ineligibility and Reinstatement

- Students who do not meet the minimum requirements will not be permitted to participate in practices or competitions until grades improve.
- Eligibility may be reinstated once the student achieves a score of 2 or higher in all classes, as verified by school administration.

Support for Students

The school will provide academic support through academic lab, flex periods, and teacher assistance to maintain eligibility.



Responsibility

Students, parents/guardians, teachers, and coaches share responsibility for supporting academic achievement and ensuring compliance with this policy.

Effective Date

This policy is effective beginning August 2026 and applies to all middle school athletic programs.



INDEPENDENT STUDY POLICY- HOME STUDY PROGRAM

Nevada City School of the Arts (“NSCA” or the “Charter School”) shall offer independent study to meet the long-term educational needs of pupils enrolled in Charter School’s dedicated, full-time Home Study Program. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the Charter Governance Council for implementation at NCSA:

1. For pupils in all grade levels enrolled in NSCA’s dedicated, full-time Home Study Program, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be 20 school days.
2. The Executive Director or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
 - a. When any pupil fails to complete 10 assignments during any period of 20 school days.
 - b. In the event a student’s educational progress falls below satisfactory levels as determined by ALL of the following indicators:
 - i. The pupil’s achievement and engagement in the independent study program, as indicated by the pupil’s performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
 - ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - iii. Learning required concepts, as determined by the supervising teacher.
 - iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

3. The Charter School shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction.
4. The Charter School has adopted tiered reengagement strategies for the following pupils:



- a. All pupils who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;
- b. Pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or
- c. Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

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

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

The tiered reengagement strategies, plan for synchronous instruction and live interaction, and plan to transition pupils whose families wish to return to in-person instruction (paragraphs 4, 5, and 6 above) shall not apply to: independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 41422 and/or 46392, and 46393 for which



the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.

7. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
 - a. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
 - b. The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
 - c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
 - d. A statement of the policies adopted pursuant to subdivisions (a) and (b) of Education Code Section 51747 regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - e. The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
 - f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
 - g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
 - h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.



- i. Independent study agreements shall be fully executed as follows:
 - a. Each written agreement shall be signed before the commencement of independent study.
 - b. Signatures on the independent study agreement shall include the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
 - c. Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.
7. The Charter School shall comply with the Education Code sections 51744 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.
8. The Executive Director may establish regulations to implement these policies in accordance with the law.



MISSED ASSIGNMENTS, SATISFACTORY EDUCATIONAL PROGRESS, AND INVOLUNTARY REMOVAL POLICY

Per California Education Code Section 51747, Nevada City School of the Arts (“NCSA” or the “Charter School”) maintains a board policy establishing [10] missed assignments during any period of [20] school days as the number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the best interest of the pupil to remain in independent study.

“Assignment” for purposes of this Policy and the Independent Study Policy, is defined as:

- Work assigned by the teacher
- Required meetings and/or appointments between the student and supervising teacher (“ST”)
- Required in-person educational activities

Evaluation Triggers

In accordance with NCSA's (Nevada City School of the Arts) Board policy on independent study, the Executive Director and/or designee shall conduct a Best Interest Evaluation to determine whether it is in the best interests of the pupil to remain enrolled in independent study upon the following triggers:

- 1) After [10] missed assignments during any period of [20] school days
- 2) In the event a student’s educational progress falls below satisfactory levels as determined by ALL of the following indicators:
 - The pupil’s achievement and engagement in the independent study program, as indicated by the pupil’s performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
 - The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - Learning required concepts, as determined by the supervising teacher.
 - Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

Conducting the Best-Interest Evaluation

The Evaluation After Missed Assignments/Failure to Make Satisfactory Progress may include but is not limited to the review of the following:



- 1) Attendance based on completion of assignments as quantified by the assigned teacher(s) of record;
- 2) Demonstration of skills on assignments;
- 3) Standardized test scores;
- 4) Written tests and reports if appropriate;
- 5) Oral or written presentations;
- 6) Pupil's attitude toward learning and achievement;
- 7) Punctual attendance at scheduled appointments;
- 8) Ability to meet scheduled appointments;
- 9) Preparedness for scheduled appointments;
- 10) Pupil demonstration of adequate and appropriate progress toward
- 11) Common Core State Standards;
- 12) Appropriate learning environment;
- 13) Parent(s) ability to support pupil learning in the home.

As part of the evaluation process, the pupil, parent(s), guardian(s) or if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder (all generally referred throughout as "Parent(s)") will be invited to present evidence to the individual or individuals conducting the evaluation. During this meeting, the School will determine whether it is in the best interest of the pupil to remain in independent study. A written record of the findings of any evaluation made pursuant to this subdivision shall be maintained in the pupil's mandatory interim record.

Additional Consideration for Pupils with a Section 504 Plan or IEP

If NCSA recommends removal from independent study as a result of the Evaluation After Missed Assignments/Failure to Make Satisfactory Progress, and the pupil has a Section 504 Plan or IEP, the School shall schedule an IEP meeting or Section 504 meeting (as applicable) following applicable legal timelines, to determine the following:

- 1) Whether the missed assignments were caused by or had a direct and substantial relationship to the pupil's disability; or
- 2) Whether the missed assignments were the direct result of the NCSA's failure to implement the IEP or Section 504 Plan, as applicable.

If the answer to either (1) or (2), above, is yes, then the missed assignments are a manifestation of the pupil's disability and the School will follow applicable state and federal laws to ensure that the pupil is offered a free appropriate public education.

If the answer to both (1) and (2), above, is no, then the pupil may be removed from independent study consistent with this policy.



This meeting may be combined with the Evaluation After Missed Assignments/Failure to Make Satisfactory Progress at the discretion of the School.

Notice of Decision and Opportunity to Request a Hearing Prior to Removal

Once the evaluation is complete, if it is determined that it is not in the best interest of the pupil to remain enrolled in the independent study program, the Parent(s) shall be notified in writing of NCSA's intent to remove the pupil as it is not in their best interest to remain in independent study. The Notice shall be in the native language of the Parent(s) and provided no less than five (5) schooldays before the effective date of pupil's removal. The Notice shall include the following:

- 1) NCSA's intent to remove the pupil as it is not in their best interest to remain in independent study.
- 2) The opportunity of the Parent(s) to request a hearing that follows the same procedures as NCSA's disciplinary hearing. Parent(s) (or the pupil if over 18) must submit the request for hearing writing within five (5) calendar days from the date of the Notice.
- 3) If Parent(s) or pupil over 18 requests a hearing:
 - a. It will be scheduled following NCSA's expulsion hearing procedures as outlined in NCSA's approved charter.
 - b. The pupil shall remain enrolled and shall not be removed until NCSA issues a final decision.
- 4) If no hearing is requested, the pupil shall be removed from the school on the date listed on the notice.
 - 1)



ADMISSIONS AND ENROLLMENT POLICY AND PROCEDURES

Nevada City School of the Arts (NCSA) actively seeks a diverse student population that understands and values the Charter School's mission and is committed to the Charter School's instructional and operational philosophy. Admission to the Charter School is open to any resident of the State of California and the Charter School shall admit all pupils who wish to attend the Charter School, subject to capacity. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or their parent or legal guardian within the state. Prospective students and their parents or guardians will be briefed regarding the Charter School's instructional and operational philosophy and will be given a summary of the Charter School's student-related policies. Admission procedures outlined in the Board-approved enrollment policy are strictly followed. In accordance with Education Code Sections 49011 and 47605.6(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

The Charter School will be nonsectarian in its programs, admission policies, , and all other operations, and shall not charge tuition nor discriminate against any pupil based upon any of the characteristics listed in Education Code Section 220. The Charter School shall not require a parent/legal guardian/student to provide information regarding a pupil's disability, gender, gender identity, gender expression, nationality, legal or economic status, English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. The Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth herein.

In accordance with Education Code Section 47605.6(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605.6(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English Learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Education Code Section 47605.6(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil of because the pupil exhibits any of the characteristics described in Education Code Section 47605.6(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605.6(e)(4)(D), the Charter School shall post a notice



developed by the CDE on the Charter School website, outlining the requirements of Education Code Section 47605.6(e)(4), and make this notice available to parents.

The Charter School shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. The Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents/guardians that the Charter School is open to enroll and provides services for all students and provides a contact number for access to additional information regarding enrollment. The Charter School shall comply with all applicable provisions of Education Code Sections 48850 – 48859.

Application Process and Public Random Drawing

A. Determining Capacity

The Charter schools' Board or School Director will annually determine the capacity, or maximum enrollment, by "grade level" (by specific grade level or encompassing all grade levels served) **for each program offered by Charter School (i.e. the full-time classroom-based program and the Home Study Program)** for each school year based on, among other factors, the annual budget, staffing, applicable legal requirements, and available resources prior to the start of the Open Enrollment Period. The School Director may update the Charter Schools' capacity throughout the year as needed to meet the needs of the Charter School. **No more than 20% of all enrolled students shall be enrolled in the Home Study Program in any given year.**

B. Notice of Open Enrollment and Application Deadline

The School Director will set an Open Enrollment Period each year. Public notice of the Open Enrollment Period and lottery rules, deadlines, dates, and times will be communicated in the enrollment applications and on the Charter School's website.

Applications will be accepted during the publicly advertised open enrollment period each year for enrollment in the following school year. **When submitting an application, each prospective student must designate which of the School's two programs — the Classroom-Based Program or the Home-Study Program — they are seeking to enter. Students may not apply to both programs simultaneously and must select one program at the time of application.**

Public notice for the date and time of the lottery will also be posted once the application deadline has passed. The Charter School will inform parents/guardians of all applicants and all interested parties of the rules to be followed during the lottery process via mail or email at least two weeks prior to the lottery date. The Charter School will provide sufficient notice to applicants if the Charter School finds it necessary to change the lottery date.



C. Lottery

Following the open enrollment period each year, which is published on the the website, applicants shall be counted to determine whether any grade level has received more applications than availability.

In the event that this happens, the Charter School will hold a lottery to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed admission for the following school year. **The School will conduct separate lotteries for each of its two program offerings — one for the Classroom-Based Program and one for the Home-Study Program — in accordance with applicable charter school enrollment requirements.** Admission preferences in the case of a lottery drawing shall be given to the following students in the following order:

1. Children of employees at NCSA
2. Siblings of students admitted to or attending NCSA **(in either of the two program offerings (Classroom-Based or Home Study) and grandchildren of employees at NCSA**
3. Siblings/children of alumni of NCSA
4. Students currently enrolled at Margaret G Scotten School
5. Students who reside within the Grass Valley School District
6. Students who have remained on the waitlist for 2 or more consecutive years
7. Residents of Nevada County
8. All other applicants

The Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. The lottery will be run on a widely-publicized date via “Lotterease” an online program that is transparent and open to the public.

Acceptance of Enrollment – April-August (For Following School Year)

After the lottery draw, parents of students to whom an offer of admission is extended will be contacted and given a maximum of two (2) business days to accept the spot (verbally or in writing). **Each offer of admission is program-specific and will correspond exclusively to the program — either the Classroom-Based Program or the Home-Study Program — for which the student originally applied. A student who wishes to enroll in a program other than the one to which they were admitted must submit a new and separate application to the desired program, and participate in that program's enrollment process on the same basis as any other applicant.** If the family does not accept the spot within the allotted time, the student’s name will be removed from the list, and the next child on the waiting list will be offered the available position.

In addition to accepting the offer within two (2) business days of notification of an open spot, parents must complete the registration packet enrolling their student for the new school year. This registration packet is emailed out following the verbal acceptance and is expected to be



returned fourteen (14) calendar days from the date of acceptance. If it is not received by that time, the student will be removed from the waitlist and the next child on the waitlist will be offered the opening. Charter School shall not request a pupil's academic records or require the family to submit the pupil's academic records before enrollment in accordance with Education Code section 47605(e).

If a student is extended an offer of admission due to one of the preferences noted in this Policy and the Charter School's charter, the Charter School may request supporting documentation as part of the enrollment process. The Charter School will conduct a verification of such documentation before finalizing the student's enrollment and may disqualify an applicant who submitted materially false information.

Admission offers are valid only for the academic year for which the lottery is conducted. There is no option to defer an offer of enrollment.

Acceptance of Enrollment – August-April (For Current School Year)

When an opening becomes available, parents/guardians of student applicants will be contacted and given two (2) business days to respond. **Each offer of admission is program-specific and will correspond exclusively to the program — either the Classroom-Based Program or the Home-Study Program — for which the student originally applied. A student who wishes to enroll in a program other than the one to which they were admitted must submit a new and separate application to the desired program, and participate in that program's enrollment process on the same basis as any other applicant.** If they do not accept the opening or respond within the allotted time, the student's name will be removed from the list, and the next person on the waiting list will be offered the available position. If circumstances are such that the reason for refusal is poor timing of the transfer, the parent may request for their child to be added to the bottom of the waitlist.

Registration Packet

The Registration Packet shall include, but is not limited to, the following:

- Authorization for the Charter School to request and receive student records from all schools the student has previously attended or is currently attending;
- Proof of compliance with state-required immunization requirements, or valid medical exemption
- Proof of health and oral examinations required by the Health and Safety Code, unless waived in writing by the parent/guardian;
- Proof of minimum age requirements;
- Proof of residency;
- Indication of whether the student may require special education or related services, the student's home language and whether the student may be an English language learner;
- Emergency medical information form;
- Emergency Contact Card;



- Free or Reduced Lunch Meal Application;
- Indication of whether the student has been expelled from a prior school;
- Physician's Authorization to administer medication, if applicable; and
- Homeless Questionnaire

If an applicant fails to timely complete the registration process, the spot will be filled from the waitlists, and the student will be presumed to no longer have interest in enrolling with the Charter School.

Waitlist Management

If a spot becomes available because an accepted student declines admission or fails to timely complete the enrollment process, a student leaves the Charter School after the start of the academic year, or as spots become available, the Charter School may notify families on the waitlist in the order they appear on the waitlist.

They will continue to receive email updates any time their child moves on the waitlist.

If there is no waitlist and there is capacity during the school year, the Charter School shall admit applicants in accordance with the Charter School's charter petition and applicable law. If the Charter School did not conduct a lottery because spots were available but were oversubscribed during the school year, the Charter School will create a waitlist and add students to the waitlist on a first-come, first-served basis.

Charter School waitlists shall not carry over from one year to the next. Students who have not been admitted will be required to submit a new enrollment application for the next school year and are required to participate in the lottery if space is limited.

PLEASE NOTE:

- Students remaining on the waiting list at the end of a school year do not have any priority for the following school year. If they would like to be included in the lottery for the following year parents must re-apply prior to the close of enrollment.
- Students wishing to transfer to NCSA during the course of the school year will not be enrolled until they have completed an intake meeting with the school director and teacher.
- Enrollment for the current school year closes on March 1st - NCSA does not accept any students for the current school year after that date.
- Students enrolled in Transitional Kindergarten have enrolled student priority and will automatically advance into Kindergarten the following year.
- Applications for 8th Grade will not be accepted after the third (3rd) Friday of September.
- Students who have left NCSA, and wish to return, will still be required to follow the standard order of priority as outlined above.

Exit Policy:

1. We ask parents/guardians to let us know when their children will no longer attend



NCSA. Because a student is not allowed to be enrolled in two schools at the same time, if we receive an official student cumulative file request from another school, the student will be automatically withdrawn from enrollment at NCSA.

2. If the parent/guardian notifies the Enrollment Coordinator that their student will no longer attend NCSA by phone, email, or any other communication, the student will be withdrawn from enrollment as of the date discussed and their spot will be filled.

Amendment to Board Policy # 502 – Nevada City School of the Arts Employee Handbook

Early Retirement Incentive

NCSA would like to thank all employees for their dedicated service over the years. The School recognizes the energy, time, effort and understanding employees have given the School's students year after year. To that end, any full-time employee with at least fifteen (10) years of full-time equivalent service with NCSA and having reached age fifty-five (55) by the end of June 30th may qualify for an early retirement incentive. Employees may receive up to the current employee-only health benefit cap towards health benefits each month for five (5) years or until they reach age sixty-five (65), whichever comes first. Employees who wish to take advantage of the Early Retirement Incentive need to turn in an irrevocable resignation letter with their intention to participate in this benefit by May 15th.