

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

**Tuesday, May 26, 2026**

13032 Bitney Springs Rd, Building 8, Room 815 (Lori's Room), Nevada City, California

**Call Order: 5:30 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.*

**Action Items**

1. Approve Agenda

**Consent Agenda**

2. Approve 4-30-26 Minutes

**Reports**

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

**Discussion Items**

5. Discuss Board Meeting Dates for the 2026-2027 School Year - *See attached*
6. Discuss NCSA's Organizational Chart - *See attached*

**Action Items**

7. Approve B-4 Parent and Student Treatment Monitoring Report Summary - *See attached*
8. Approve CARS Application for Title I Program Funding (Title I, II, IV & SRSA/REAP Funding) - *See attached*
9. Approve 2026-27 Certificated Salary Schedule - *See attached*
10. Approve 2026-27 Certificated Administrative Salary Schedule - *See attached*
11. Approve 2026-27 Classified Administrative Exempt Salary Schedule - *See attached*
12. Approve 2026-27 Classified Administrative Hourly Salary Schedule - *See attached*
13. Approve 2026-27 Classified Classroom Hourly Salary Schedule - *See attached*
14. Approve Certificate of Amendment to Articles of Incorporation - *See attached*
15. Approve Revised Bylaws - *See Attached*
16. Approve Authorization of Execution of CalSTRS Charter School Certification (Form 0765) - *See attached*
17. Approve At-Will Employment Agreement - *See attached*

**Adjournment 7:00 p.m.**

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

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

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

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

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:** Leanne Haglund, Marina Gage, Joie King, Jolynn McGregor, Jon LeFebre, Andrew Todd

**Guests:** Holly Pettitt, Nancy Nobriga (left after PF) David Serwitz, Heidi Merideth, Zach Pless, Joy Marria, Will Ford, Rae Elam, Valerie Bringolf, Sam

**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.*

Nancy Nobriga came to stress this importance of math intervention and how the board should make bringing back that program a priority.

**Plaudits:** K-2nd team for the hard work in piloting math curriculum, Rae is working with students applying for a grant that is geared towards a positive impact for LGBTQ students, they have chosen to focus on gender neutral bathrooms.

**Action Items**

1. Approve Agenda (amendment to add approval of 2025 Tax Returns - Item 7)
  - a. *Motion: Jon LeFebre 2nd Joie King*

**Consent Agenda**

2. Approve March 26, 2026 Minutes - *See attached*
  - a. *Motion: Jaylee McGregor 2nd JonLeFebre*

**Reports**

3. Director's FYI Report – Holly Pettitt
4. Board and Committee Reports
  - a. Nomination & Recruitment
    - i. 3 open seats, 7 candidates, term starts in August
  - b. Facilities Report
    - i. Still working on gender neutral bathrooms
    - ii. Jon Ferguson will be working with Ian to learn the water treatment process

**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 - Andrew, Joie, LeeAnne and Marina agreed to attend the presentations.

**Action Items**

7. Approve 2025 tax returns - sent via email, no questions
  - a. *Motion: Jaylee McGregor 2nd: Andrew Munn*
8. Approve 2026-27 Certificated Salary Schedule - *See attached, no changes*
  - a. *Motion: Marina Gage 2nd: Andrew Munn*
9. Approve Renewal of NCSA Lease with RavenSprings LLC - *See attached*
  - a. *Motion: Jon LeFebre 2nd: Joie King*

10. Approve Application for SB740 Grant for Lease Reimbursement - *See attached – revised and in the packet*
  - a. *Motion: Jon LeFebre 2nd: Jaylee McGregor*
11. Approve Middle School Athletic Eligibility Policy - *See Attached -MS teachers wanted this, they need a ticket from the teacher stating grades are acceptable*
  - a. *Motion: Joie King 2nd: Jon LeFebre*
12. Approve Independent Study Policy - Home Study Program - *See attached (no discussion)*
  - a. *Motion: Marina Gage 2nd: Jaylee McGregor*
13. Approve Home Study - Missed Assignments, Satisfactory Educational Progress, and Involuntary Removal Policy - *See Attached - if a student consistently misses assignments and meetings, we can involuntarily remove them. We need to offer a grade equivalent seat if available, if not, they will be excused from NCSA home school. The lawyer recommended the amount of days. IS @ home are given priority in the lottery for any core program, this ranks above faculty and sibling priority. If we remove them, we have to follow the expulsion process.*
  - a. *Motion: Marina Gage 2nd: Jaylee McGregor*
14. Approve Admissions and Enrollment Policy - *See Attached - red highlights are from the lawyer*
  - a. *Motion: Jon LeFebre 2nd: Joie King*
15. Approve Amendment to Employee Handbook - Early Retirement Incentive - *See Attached - Changing 15 to 10 for early retirement incentive. Benefit cap is included.*
  - a. *Motion: Marina Gage 2nd: Andrew Todd*

**Adjournment 6:30 p.m.**

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## Director FYI Report May 26, 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

- FIG really stepped up in a big way for teacher appreciation and the teachers loved it!
- Thank you to all the new teachers for showing up for Student Success Night in a big way. It's hard to know what to do your first year and I thought they did a great job.
- Val has been absolutely instrumental in making sure testing has been smooth - she held A LOT this year (basically the whole thing). Thanks to Cyrus for helping support her.
- Much appreciation for Emily Ellsmore - science test scores are in and 8th grade scored 66% at or above. This is a huge accomplishment since they had long term subs for both 6th and 7th and she had to catch them up over this year. Also, the state average is 32% at or above so that is really incredible. Wow!
- I am so impressed by the 8th grade team and the mentors who have supported the 8th graders with their projects - they are terrific and I can't wait for the board to see their presentations. Special thanks to Erin for holding the organization piece this year and to Audra for ensuring their speeches were top notch!

### Financial Information

- There have been significant changes in the Governor's proposed budget.
  - Increased COLA from 2.3% - to 2.87% with another 1.4% on top of that. This only results in about 100K more than anticipated.
  - Increased **one-time** discretionary block grant of about \$750-800 per ADA = \$350K.

- And the biggest story - an additional \$400 per ADA for Sped funding of which we will only see about \$300 per ADA = \$150K on-going.
- Nice sized COLA Projections for the out years - 3.30% 3.09% 3.11%.

We are still ascertaining whether the legislature will pass this budget, but SSC and CSDC are saying to use the new numbers, but also encouraging schools to continue to budget conservatively for the out years. We will bring a budget for approval at the June meeting.

## Facilities Update

### Overall

- Andrew wanted to look into the SASI program (Supporting America's School Infrastructure). This program is not designed to give schools any funding, it is designed to come up with a facilities improvement plan. They offer **Direct Technical Assistance on:**
  - Provided by school facility professionals to select high-need LEA sites.
  - Assess facility needs, estimate costs, and prioritize projects.
  - Provide training on identifying funding options.
  - Provide technical assistance on developing various facility contracts (i.e., architect, testing, Inspector of Record, construction).

**Most importantly, charter schools do not qualify for this program.**

- Generators - I am continually exasperated by our electrician's inability to finish the job. Some work has been done, but nothing close to what needs to happen before school opens. This has been a year and a half in the making. He will not offer an ETA for completion. Thank you to Jon for reaching out to the electrician about this. I am hoping this will all be completed by the start of school in August.

### Events

- Student Success Night was indeed a success! Thankfully the power was restored.
- Sac. State field trip really helped kids become interested in college. They loved the experience. Hopefully the stay at Southern Oregon University in Ashland will also excite them for college.
- Showcase is this week - should be a good one.
- And Graduation and Stepping up will happen before our next meeting. It's a busy time of year!

### Arts Based Choice for Education

- We have openings in HS - only have 13, 2 openings in TK, and we are overenrolled in 6th-8th by 8. All in all, pretty good numbers.
- I think we should offer more funding to HS in order to get more interest in the program.

### **Academic, Arts & Social Emotional Achievement**

- Parents have reached out, concerned about not having a reading and math specialist next year. We do have a plan in place to provide Tier 2 services to students. Our TK teachers will be coming down to LC each day to provide an hour of support every day M-Th to the students who need it the most and who don't have IEPs. We are working on creating a more systematic approach to intervention during after school as well.

### **Safe, Respectful and Equitable Conditions for Learning and Working**

- Parent Survey results are in. 225 people took the survey - more than ever. Some themes:
  - Too many worksheets
  - Art is not as innovative as before - not enough of it
  - Academic Rigor
  - Too many disruptive students
  - Larger lunch portions
  - Better performances
  - More music
  - Admin presence at drop off/pick up
  - Better messaging around funding and state of school
  - Gender neutral bathrooms
  - Shame around not giving enough
  - Budget clarity
- Next year I'll send a monthly note reflecting on some of these items and providing more information about the budget, funding, academics, etc.
- Cheri Barber will stay teaching  $\frac{7}{8}$  math next year - our math teacher fell through. This means we are looking for an Independent Study teacher.

### **Contributor and Collaborator to the Greater Community**

- N/A



**CGC Meeting Calendar  
2026-27**

Meeting times are: 5:00 p.m. to 7:00 p.m. unless otherwise stated and are held in the Staff Room at Lower Campus.

**August Intensive and Board Meeting**

**Thursday, August 6, 2026**

**9:00-12:00**

*Approve any outstanding items for Beg. of the Year*

**Thursday, September 24, 2026**

*Prior Year Unaudited Annual Actuals*

**Thursday, October 29, 2026**

*Ends Report/Strategic Plan*

**Thursday, November 19, 2026**

*B1 Financial Condition and Activities (1st Interim Budget), B3 Asset Protection*

**Thursday, December 17, 2026**

*B6 Communication to the Council, B7 Council Logistical Support, B8 Emergency School Director Succession, Prior Year Audited Actuals Acceptance, SPSA & Federal Addendum changes*

**Thursday, January 28, 2027**

*Approve School Policies, Next Year's Calendar*

**Thursday, February 25, 2027**

*Mid Year LCAP Update (prior to 2/28), B1 Financial Condition and Activities (2nd Interim Budget), Salary Schedules*

**Thursday, March 25, 2027**

*B5 Staff Treatment and Compensation*

**Thursday, April 29, 2027**

*B4 Treatment Parents and Students*

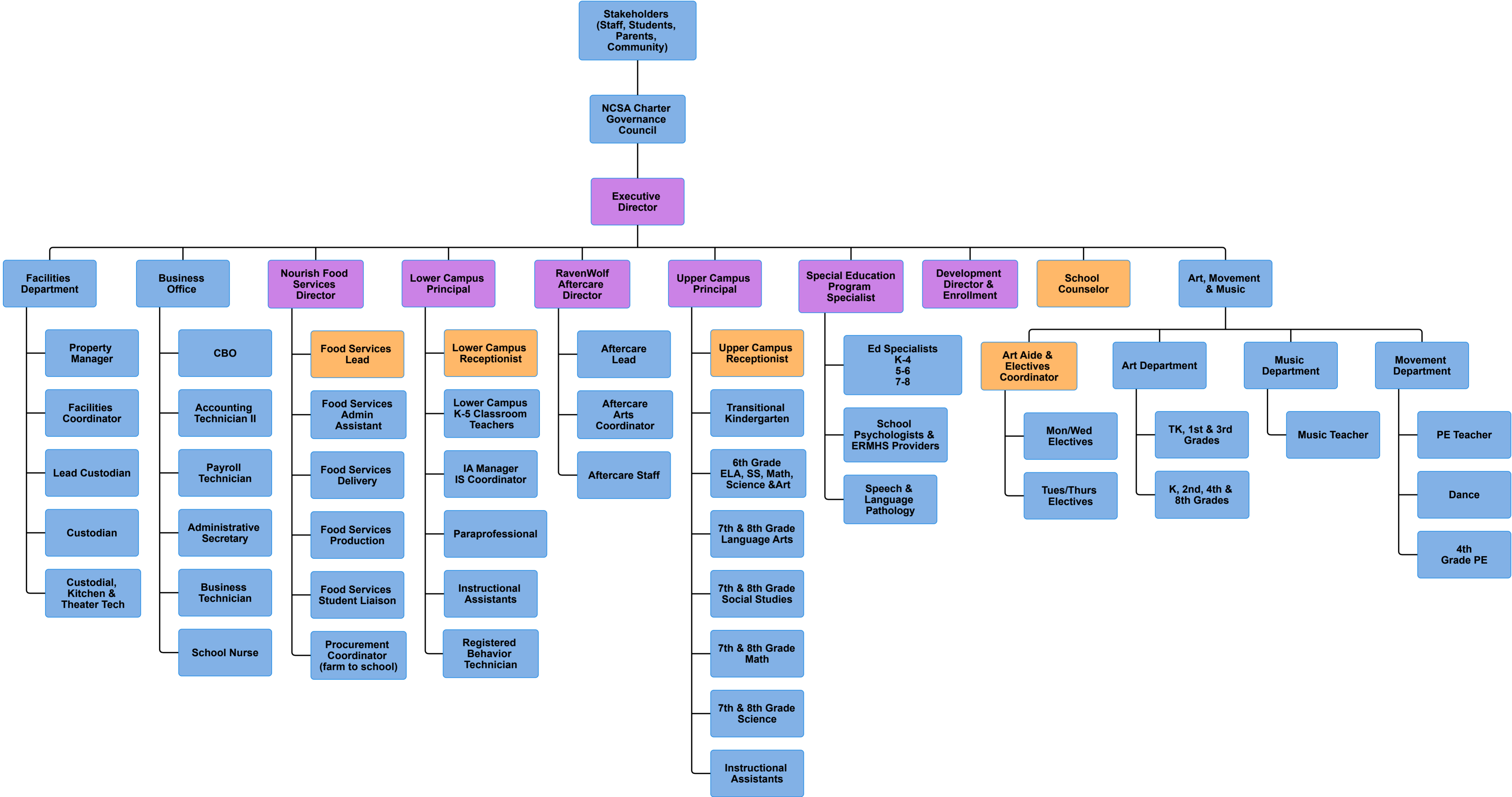
**Wednesday, May 25, 2027**

*Draft LCAP and Adopted Budget Discussion*

**Wednesday, June 17, 2027 LCAP Public Meeting & Regular Meeting**

*LCAP Approval, B2 Planning and Financial Budgeting, Adopted Budget Approval*

# NCSA Organizational Chart 2026 - 2027



2School Director's Monitoring Report  
**Executive Limitations Policy: B-4 Student and Parent Treatment**  
Board of Directors Meeting: **May 26, 2026**

**I report compliance with all parts of this policy with the exception of B.4 - (e) & (f)**

Unless indicated otherwise all information is accurate as of **May 26, 2026**  
I certify that the information contained in this report and attachments is true.

Signed , School Director

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**B.4 - The School Director must not be unresponsive to the needs of parents and students.**

**Interpretation:**

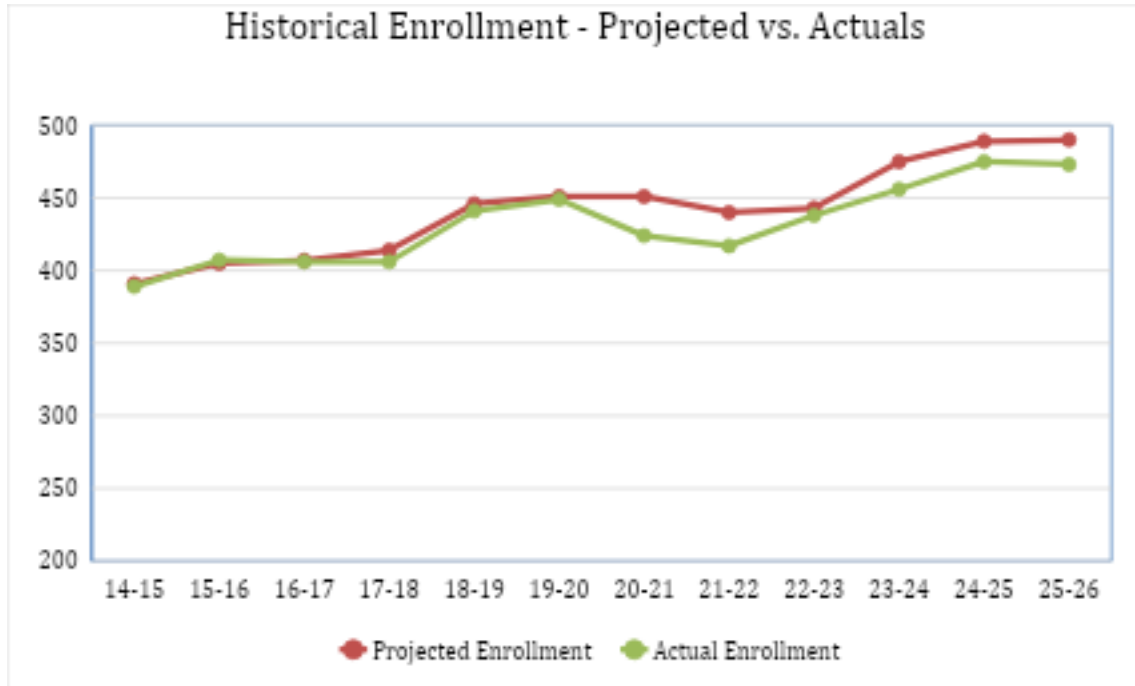
As a school, NCSA exists to meet students' educational needs and create an environment that nurtures students' academic and social growth. In the sub-policies below, the board specifies particular ways the school should meet student and parent needs. The overall result of all activities designed to meet student needs should be maintaining enrollment, and a growing percentage of those students and parents that express satisfaction with their school experience.

**Operational Definitions:**

- a) Student enrollment will stay consistent from year to year.
- b) Parent survey results will be at an overall 90% satisfaction rate or higher.(Q.26).
- c) Overall Parent survey results for providing equitable conditions for learning will be 90% or higher. (Q.18)
- d) Middle school student survey results will be at an Overall 75% satisfaction rate or higher
- e) Student Survey results indicate Principals' are 90% responsive to reports of bullying.
- f) Student Surveys from Students of Color and White students both indicate that NCSA creates a respectful environment for all students.

**Data:**

- a) **Student Enrollment** – see graph below for a year to year comparison. We had space for 490, but again TK did not fill up. We increased enrollment from a low of 438 in 22/23 to 473 this year. We are fully enrolled for next year (517) and do not anticipate any significant reductions in enrollment. We currently have waitlists in every grade.



b) **Parent and Student Satisfaction**

Number of Parent Responses:

22-23	23-24	24-25	25-26
136	198 + 218 CHKS	196 + 100 CHKS	232 + 60 CHKS

Overall, how satisfied are you with your child's experience at NCSA?

	22-23	23-24	24-25	25-26
Satisfied	97%	96%	96%	95%
Unsatisfied	2%	3%	3%	4%

**c) Equitable Conditions (Q.18)**

24-25	SA/A	Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion	+/- from 23/24
Adults at this school treat students with respect.	97%	52.11%	44.74%	1.58%	1.05%	0.53%	0%
Classroom discipline at the school is consistent/fair.	83%	28.95%	53.68%	10.53%	1.05%	5.79%	-2%
Good teaching is important at this school.	96%	54.74%	41.05%	2.63%	1.05%	0.53%	0%
I feel respected at this school.	96%	51.05%	45.26%	2.11%	0.00%	1.58%	0%
I know how my child is doing in school before I get my child's report card.	83%	33.16%	49.47%	14.74%	1.05%	1.58%	-3%
My child has a close relationship with at least one adult at the school.	93%	50.00%	42.63%	6.84%	0.00%	0.53%	-1%
My child likes to go to school.	84%	35.79%	47.89%	9.47%	4.74%	2.11%	-4%
Teachers are accessible when I have a concern.	97%	53.68%	43.16%	1.58%	0.00%	1.58%	-2%
NCSA helps students learn to resolve conflicts.	89%	38.42%	50.53%	4.74%	1.58%	4.74%	-3%
NCSA creates an environment that is equitable, inclusive and respectful of all cultures, genders, races and abilities.	96%	52.63%	42.63%	1.58%	1.58%	1.58%	0%
This school values parent feedback.	92%	41.05%	50.53%	2.63%	2.11%	3.68%	-2%
<b>Average</b>	<b>91%</b>						<b>-2%</b>

\* Did not average in “no opinion”

**d) Student Engagement/Overall Satisfaction**

	22/23 Mostly/Very Happy	24/25 Mostly/Very Happy	25/26 Mostly/Very Happy
Overall I am happy that I attend NCSA	76%	80%	80%

Seem to be holding steady at 80%.

e) **Responsiveness to Bullying (Students)**

	22/23 Strongly/ Somewhat Agree	23/24 Strongly/ Somewhat Agree	24/25 Strongly/ Somewhat Agree (6th-8th)	25/26 Strongly/ Somewhat Agree (4th-8th)
Instances of bullying are handled well.	64%	52%	51%	67%
NCSA supports the social and emotional needs of its students (Conflict resolution, empathy, bullying, diversity, understanding, respect).	77%	60%	73%	80%

**FYI - Non-Compliant** - Students continue to report that bullying and the response to it is not going well. While it increased, it's still too low. We are training our TK-5th grade teachers/staff in Responsive Classroom in August. This is a 3 day intensive training. Our hope is that developing consistency across classrooms in how we respond to any misbehavior will have a positive impact on the whole school culture and community.

f) **Respectful Environment**

<b>All Students 24-25</b>	True	False	+/-
I've seen biased vandalism or graffiti at school.	33.56%	66.44%	+7%
I've heard a student use a slur, racist name or other derogatory put-down about another student(s)	76.39%	23.61%	+10%
<b>I've heard a student tease or ridicule another student(s).</b>	87.50%	12.50%	+2.6%
I've heard a teacher or other adult in the school make unkind remarks about a particular group of students.	42.66%	57.34%	<b>+7.8%</b>

<b>All Students 25-26</b>	True	False	+/-
I've seen biased vandalism or graffiti at school.	43.24%	56.76%	+10%
I've heard a student use a slur, racist name or other derogatory put-down about another student(s)	61.49%	38.51%	-25%
<b>I've heard a student tease or ridicule another student(s).</b>	75.00%	25.00%	-12%
I've heard a teacher or other adult in the school make unkind remarks about a particular group of students.	40.97%	59.03%	-3%

<b>My school respects all races and cultures.</b>	<b>22-23 Strongly/ Somewhat Agree</b>	<b>23-24 Strongly/ Somewhat Agree</b>	<b>24-25 Strongly/ Somewhat Agree</b>	<b>25-26 Strongly/ Somewhat Agree</b>
All Students	91%	90%	90%	93%
Students of Color	90%	82%	83%	85%

At the beginning of the year we definitely had some issues with one student in particular saying racist comments loudly and often (he is now on a behavior contract and is doing very well). However, there was a significant improvement was made in teasing and put downs - I attribute this to the intervention Andrea has been doing all year (Thursday lunches) and Ms. Campbell creating behavior contracts, both of which have had a dramatic effect on reducing suspensions this year - 24/25 = 12 vs 25/26 = 7 so almost a 50% reduction. There was also a reduction in Behavior Reflections, but only a small one about 8%.

**B4.1 The School Director must not provide inadequate information about what parents and students may or may not expect from NCSA.**

**Interpretation:**

It is essential that there are methods of clear communication from the school in order for parents and the school to work together to provide an excellent education for students

**Operational Definition:**

- a) All main lesson teachers will send a Monthly Note to families that describes the material to be studied for the week, field trip information, homework news and any other pertinent information parents may need to know.
- b) All teachers will receive a responsiveness score of 90% or higher on the parent survey.
- c) The Principals will email and send a letter and call each week updating parents about general school items or issues of importance.
- d) The school will hold new parent meetings once a month from January – April to inform prospective parents NCSA’s general program
- e) NCSA will update the enrollment policy each year to ensure overall compliance with Ed Code and charter law.
- f) NCSA will ensure parents are given all appropriate and mandatory information regarding the school’s expectations and rules at the beginning of each year.
- g) All policies and CGC meetings and Agendas are listed on the school’s website.

**Data:**

- a) There were comments on the survey about teachers not being as communicative as before. Parents still ask for weekly communication.
- b) **How often do you communicate with your child's teacher(s), whether in person, by phone, or by email, or in some other way?**

Answer Choices	22/23	23/24	24/25	25/26
Daily	7%	7.54%	6.12%	7.43%
Weekly	32%	25.63%	34.18%	26.73%
Monthly	36%	37.69%	36.22%	39.60%
Seldom	23%	28.14%	22.96%	25.25%
Never	1%	1.01%	0.51%	0.99%

**Please indicate your satisfaction with the classroom teacher's responsiveness to your concerns.**

Answer Choices	22/23	23/24	24/25	25/26
Excellent	63%	69.35%	62.24%	58.91%
Good	22%	20.10%	25.51%	31.19%
Adequate	10%	7.04%	8.16%	6.44%
Poor	0%	0.00%	0.00%	1.49%
N/A	5%	3.52%	4.08%	1.98%

- c) 90% Responsiveness score for teachers. Down 5% from 24/25.
- d) We no longer do the Sunday call and continue to have a high satisfaction rate for the Principal's Note - 95%.
- e) We updated our Enrollment Policy in April 2026.
- f) Every year we send a Beginning of the Year (BOY) packet to all families listing our expectations of students, health information and a whole host of other information required of schools.
- g) Policies can be found at <http://www.ncsota.org/ncsa-policies>. Dates of upcoming CGC meetings, and minutes from past meetings can be found at <http://www.ncsota.org/parent-resources/governance-and-policies> .

**B4.2 The School Director must not operate without a system for soliciting and considering parents’ and students’ opinions, complaints and suggestions.**

**Interpretation:**

A parent and student comment system is an integral part of monitoring parent satisfaction as well as having regular meetings with parents to receive input about issues at the school. Schools morph over time and it’s important to keep up with current needs and issues. Continuous improvement over time is dependent on our ability to listen to and act on parent input.

**Operational Definitions:**

- a) Parents and students will be surveyed each year and the data compared.
- b) The Principals & Executive Director should receive a 90% or better rating of “Excellent-Adequate” on the parent survey.
- c) The school will have a system in which parents and students can offer requests, suggestions or other comments. Receipt of comments is evidence that the system is effective.
- d) The SD/AP will meet monthly with interested parents at the Parent Advisory Group meetings.

**Data:**

- a) All information is based on data collected from the 25/26 Parent General Satisfaction survey, the 4th-8th Grade Student survey and the student and parent CHKS survey (California Healthy Kids).
- b) **Principal Rating (need to add a question about the Executive Director)**

	23/24 Strongly Agree/Agree	24/25 Strongly Agree/Agree	25/26 Strongly Agree/Agree
Understanding the needs and concerns of parents	94%	93%	93%
Communicating clearly and effectively	98%	95%	92%
Keeping parents informed of necessary information	97%	97%	98%
Availability to meet	97%	96%	97%
Working with children	95%	95%	99%
Providing a safe school environment	94%	91%	96%

Responding promptly to concerns	95%	95%	98%
Promoting the mission and vision of NCSA	96%	96%	96%

- c) We have changed from using the suggestion boxes to submitting an on-line form to PAG.

Comments/Suggestions since August 2025:

<b>Comment Type</b>	<b>25/26</b>
Positive Comments	0
Negative Comments	0
General Suggestions	5
<b>Total</b>	<b>5</b>

- d) Regular PAG Meetings were held and concerns addressed. 9/19,10/17,11/21, 12/19,1/16, 2/20, 3/20, 4/17, 5/15 There was a request to have these via Zoom next year.

Topics included:

- Field Trips
- Attendance Recovery
- Math Curriculum
- Discipline/Behavior
- Teacher Turnover
- Gender Neutral Bathrooms
- Fundraising Committee
- Funding
- LCAP Goals
- Title 1

### **B4.3 The School Director must not allow unsafe or unsecure facilities.**

#### **Interpretation:**

Students and parents should expect to be safe while on our campus and while using our facilities.

#### **Operational Definitions:**

- a) The school will pass all FIT and fire inspections.
- b) The school should have a comprehensive safety plan that is updated every year.
- c) The school shall perform Fire, Evacuation and Shelter in Place drills each year.
- d) All staff should be trained each year in August on emergency procedures.
- e) No students or parents will incur serious injury as a result of any negligence on the part of the school.
- f) 90% Score or higher on the Emotional Safety questions.

#### **Data:**

- a) Fire inspection was completed on 5/15/26. We passed with no violations noted in any building. The Five-year fire sprinkler inspection was completed in December of 2024.
- b) Our Safety Plan was updated and approved at our February 2026 meeting.
- c) All Fire Drills and Shelter in Place Drills have been completed in accordance with Ed code. A list of these can be viewed in the office.
- d) All staff were re-trained in lock down emergencies, child abuse reporting, suicide prevention and sexual harassment. In addition, we added two more trainings regarding Bullying and Student Harassment. We also added an evacuation plan for fire to our Safety Plan and held a drill with teachers. We are added extra student training on sexual harassment, bullying and drug abuse.
- e) None
- f) Survey results - Q.21- 96% feel their children are emotionally safe (up from 90% last year).

## 2026-27 Title Program Funding

Title I/II/III/IV/V & Forest Service Funds	\$ 154,653.00	
Title I Part A - Reading Support		\$ 79,881.00
Prior Year - Title I Part A - Reading Support		\$ -
Title II Part A - Teacher PD		\$ 12,654.00
Prior Year - Title II Part A - Teacher PD		\$ -
Title IV Part A - Student Support		\$ 10,000.00
Prior Year - Title IV Part A - Student Support		\$ -
REAP/SRSA - Prior Year & Current Year		\$ 52,118.00

**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
- Afterschool Interventionist Stipend - \$10,000
- Elective Class Stipend - \$2,500 (2 days), \$5,000 (4 days) per semester  
*(Elective class must be outside of job description to receive the stipend)*
- 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.  
 Permanent substitute \$275/day (\$36.67/hour)

**Board Approvals/Revisions**

- 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
- 5/26/26 - Added permanent substitute position/Added stipends for Afterschool Interventionist and teaching electives

**CGC Approval: 5/26/26**

**NEVADA CITY SCHOOL OF THE ARTS**  
**2026-27 Administrative Salary Schedule**  
 Effective July 1, 2026

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	# Contract Days (excl holidays)	# Paid Leave Days
Principal	\$ 100,000	\$ 102,500	\$ 105,063	\$ 107,689	\$ 110,381	\$ 113,141	\$ 115,969	\$ 118,869	\$ 121,840	\$ 124,886	\$ 128,008	\$ 131,209	\$ 134,489	205	12

**NOTES:**

- 1 Full-time Equivalent Assistant Principal (FTE) = 205 days (175 instructional days), 8 hours per day = 1640 hours
- Initial placement is based on years of related work experience - no higher than Step 3.

**Board Approvals/Revisions**

- 6/3/16 - Approved by CGC
- 4/9/18 - Adjust starting steps based on 17/18 local salary analysis
- 6/15/23 - Adjust starting step (removed 3 steps) & added 4% COLA
- 5/1/25 - Added Teacher in Special Assignment Position
- 5/26/26 - Added Principal/Removed Teacher in Special Assignment & Assistant Principal

**CGC Approved: 5/26/2026**

**NEVADA CITY SCHOOL OF THE ARTS**  
**2026-27 Administrative Exempt Salary Schedule**  
 Effective July 1, 2026

Range	Position	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A	Chief Business Official	226	\$ 93,136.08	\$ 95,930.16	\$ 98,808.07	\$ 101,772.31	\$ 104,825.48	\$ 107,970.24	\$ 111,209.35	\$ 114,545.63	\$ 117,982.00	\$ 121,521.46
			\$51.51	\$53.06	\$54.65	\$56.29	\$57.98	\$59.72	\$61.51	\$63.35	\$65.26	\$67.21
B	Food Services Director	230	\$82,800.00	\$85,284.00	\$87,842.52	\$90,477.80	\$93,192.13	\$95,987.89	\$98,867.53	\$101,833.56	\$104,888.56	\$108,035.22
			\$45.00	\$46.35	\$47.74	\$49.17	\$50.65	\$52.17	\$53.73	\$55.34	\$57.00	\$58.71
C	Development Director	226	\$ 69,834.00	\$ 71,929.02	\$ 74,086.89	\$ 76,309.50	\$ 78,598.78	\$ 80,956.75	\$ 83,385.45	\$ 85,887.01	\$ 88,463.62	\$ 91,117.53
			\$38.63	\$39.78	\$40.98	\$42.21	\$43.47	\$44.78	\$46.12	\$47.50	\$48.93	\$50.40

Longevity: After ten (10) years of service, and every five years thereafter, longevity is awarded by an increase of 4%.

- Business Office One Full-Time Equivalent employee (FTE) = 226 days at 8 hours per day (1808 hours annually)
- Food Services Director One Full-Time Equivalent employee (FTE) = 230 days at 8 hours per day (1840 hours annually)

**Board Approvals/Revisions**

- 5/20/16 Approved by CGC
- 6/3/16 Add Property Manager for exempt salary
- 5/1/17 Add Industrial Arts Teacher Position & Increase Step 5 BM by 5% in addition to normal 3% increases
- 4/9/18 Increase to BM based on local salary analysis; Increase work days for all positions; Adjust FTE definitions
- 3/29/21 Increase business office FTE to 225 days & remove Industrial Arts Teacher
- 6/15/23 Add Food Services Director & add 1 more holiday to business office, 4% COLA increase to Accountant & Property Manager
- 6/24/24 Add Aftercare & ELOP Director
- 5/1/25 Added Budget & Finance Administrator position and Development Director
- 5/26/26 Increase to Chief Business Official (formerly Business Manager) & Food Services Director based on local salary analysis/3% COLA to Development Director/Removed Business & Finance Administrator/Removed Accountant, Aftercare & ELOP Director, & Property Manager (moved to Administrative Hourly Salary Schedule)

CGC Approved: 5/26/2026

**NEVADA CITY SCHOOL OF THE ARTS**  
**2026-27 Classified Administrative Hourly Salary Schedule - Minimum Wage \$16.90**  
 Effective July 1, 2026

Job Title	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	Level 12	Level 13	Level 14	Level 15	Sub Rates
Custodian	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.26	\$ 20.87	\$ 21.49	\$ 22.14	\$ 22.80	\$ 23.49	\$ 24.19	\$ 24.92	\$ 25.66	\$ 26.43	\$ 27.23	\$ 28.04	\$20.00
Business Technician I	\$ 18.75	\$ 19.31	\$ 19.89	\$ 20.49	\$ 21.10	\$ 21.74	\$ 22.39	\$ 23.06	\$ 23.75	\$ 24.46	\$ 25.20	\$ 25.95	\$ 26.73	\$ 27.54	\$ 28.36	\$20.00
Accounting Technician I	\$ 18.75	\$ 19.31	\$ 19.89	\$ 20.49	\$ 21.10	\$ 21.74	\$ 22.39	\$ 23.06	\$ 23.75	\$ 24.46	\$ 25.20	\$ 25.95	\$ 26.73	\$ 27.54	\$ 28.36	\$20.00
Receptionist I	\$ 18.75	\$ 19.31	\$ 19.89	\$ 20.49	\$ 21.10	\$ 21.74	\$ 22.39	\$ 23.06	\$ 23.75	\$ 24.46	\$ 25.20	\$ 25.95	\$ 26.73	\$ 27.54	\$ 28.36	\$20.00
Food Service Production Asst.	\$ 20.60	\$ 21.22	\$ 21.85	\$ 22.51	\$ 23.19	\$ 23.88	\$ 24.60	\$ 25.34	\$ 26.10	\$ 26.88	\$ 27.68	\$ 28.52	\$ 29.37	\$ 30.25	\$ 31.16	\$20.00
Lead Custodian	\$ 22.23	\$ 22.90	\$ 23.58	\$ 24.29	\$ 25.02	\$ 25.77	\$ 26.54	\$ 27.34	\$ 28.16	\$ 29.01	\$ 29.88	\$ 30.77	\$ 31.69	\$ 32.65	\$ 33.62	\$20.00
Facilities Coordinator	\$ 22.23	\$ 22.90	\$ 23.58	\$ 24.29	\$ 25.02	\$ 25.77	\$ 26.54	\$ 27.34	\$ 28.16	\$ 29.01	\$ 29.88	\$ 30.77	\$ 31.69	\$ 32.65	\$ 33.62	n/a
IT Coordinator	\$ 22.50	\$ 23.18	\$ 23.87	\$ 24.59	\$ 25.32	\$ 26.08	\$ 26.87	\$ 27.67	\$ 28.50	\$ 29.36	\$ 30.24	\$ 31.15	\$ 32.08	\$ 33.04	\$ 34.03	n/a
Administrative Secretary	\$ 23.30	\$ 24.00	\$ 24.72	\$ 25.46	\$ 26.22	\$ 27.01	\$ 27.82	\$ 28.65	\$ 29.51	\$ 30.40	\$ 31.31	\$ 32.25	\$ 33.22	\$ 34.21	\$ 35.24	n/a
Food Services Supervisor	\$ 23.69	\$ 24.40	\$ 25.13	\$ 25.89	\$ 26.66	\$ 27.46	\$ 28.29	\$ 29.14	\$ 30.01	\$ 30.91	\$ 31.84	\$ 32.79	\$ 33.78	\$ 34.79	\$ 35.83	n/a
School Food Student Liaison	\$ 23.69	\$ 24.40	\$ 25.13	\$ 25.89	\$ 26.66	\$ 27.46	\$ 28.29	\$ 29.14	\$ 30.01	\$ 30.91	\$ 31.84	\$ 32.79	\$ 33.78	\$ 34.79	\$ 35.83	n/a
Receptionist II	\$ 24.57	\$ 25.31	\$ 26.07	\$ 26.85	\$ 27.65	\$ 28.48	\$ 29.34	\$ 30.22	\$ 31.12	\$ 32.06	\$ 33.02	\$ 34.01	\$ 35.03	\$ 36.08	\$ 37.16	n/a
Business Technician II	\$ 24.57	\$ 25.31	\$ 26.07	\$ 26.85	\$ 27.65	\$ 28.48	\$ 29.34	\$ 30.22	\$ 31.12	\$ 32.06	\$ 33.02	\$ 34.01	\$ 35.03	\$ 36.08	\$ 37.16	n/a
Student Services Coordinator	\$ 24.57	\$ 25.31	\$ 26.07	\$ 26.85	\$ 27.65	\$ 28.48	\$ 29.34	\$ 30.22	\$ 31.12	\$ 32.06	\$ 33.02	\$ 34.01	\$ 35.03	\$ 36.08	\$ 37.16	n/a
Accounting Technician II	\$ 25.17	\$ 25.93	\$ 26.70	\$ 27.50	\$ 28.33	\$ 29.18	\$ 30.05	\$ 30.96	\$ 31.88	\$ 32.84	\$ 33.83	\$ 34.84	\$ 35.89	\$ 36.96	\$ 38.07	n/a
Farm to School Coordinator/ Garden Educator	\$ 25.75	\$ 26.52	\$ 27.32	\$ 28.14	\$ 28.98	\$ 29.85	\$ 30.75	\$ 31.67	\$ 32.62	\$ 33.60	\$ 34.61	\$ 35.64	\$ 36.71	\$ 37.81	\$ 38.95	n/a
Independent Study Coordinator	\$ 25.75	\$ 26.52	\$ 27.32	\$ 28.14	\$ 28.98	\$ 29.85	\$ 30.75	\$ 31.67	\$ 32.62	\$ 33.60	\$ 34.61	\$ 35.64	\$ 36.71	\$ 37.81	\$ 38.95	n/a
Property Manager	\$ 26.24	\$ 27.03	\$ 30.42	\$ 31.33	\$ 32.27	\$ 33.24	\$ 34.24	\$ 35.27	\$ 36.32	\$ 37.41	\$ 38.54	\$ 39.69	\$ 40.88	\$ 42.11	\$ 43.37	n/a
HR & Payroll Specialist	\$ 28.33	\$ 29.18	\$ 30.06	\$ 30.96	\$ 31.89	\$ 32.84	\$ 33.83	\$ 34.84	\$ 35.89	\$ 36.96	\$ 38.07	\$ 39.22	\$ 40.39	\$ 41.60	\$ 42.85	n/a
Accountant	\$ 33.64	\$ 34.65	\$ 35.69	\$ 36.76	\$ 37.86	\$ 39.00	\$ 40.17	\$ 41.37	\$ 42.61	\$ 43.89	\$ 45.21	\$ 46.57	\$ 47.96	\$ 49.40	\$ 50.88	n/a
ELO-P Director	\$ 35.02	\$ 36.07	\$ 37.15	\$ 38.27	\$ 39.42	\$ 40.60	\$ 41.82	\$ 43.07	\$ 44.36	\$ 45.69	\$ 47.06	\$ 48.48	\$ 49.93	\$ 51.43	\$ 52.97	n/a

**NOTES:**

- One Full-Time Equivalent employee (FTE) = 40 hours a week at 8 hours per day
- Initial placement on the salary schedule will depend on education & experience

**STIPENDS:**

Cross Country Coach	\$ 1,000
Boys Basketball Coach	\$ 2,000
Girls Basketball Coach	\$ 2,000
Track Coach	\$ 1,000
Boys Volleyball Coach	\$ 2,000
Girls Volleyball Coach	\$ 2,000
Mountain Bike Club	\$ 2,000
Mountain Bike Coach	\$ 2,000
Yearbook Design	\$ 2,000
Classified Advisory Stipend	\$ 1,500
Showcase Stage Manager (per show, up to two shows)	\$ 500
Field Study Overnight (per night stipend)	\$ 50

**ELECTIVE TEACHERS:**

\$30 - \$40 Per Hour Depending on Exp.  
 Approved by School Director

**Board Approvals/Revisions**

- 3/5/20 Increase minimum wage
- 3/11/21 Increase minimum wage
- 2/23/23 Increase minimum wage
- 4/28/23 6% COLA increase & Minimum wage increased/Increase & Add stipends/Add Youth Advocate
- 7/30/24 Moved Food Services Prod Asst to start @ \$20/hr per CA Labor Law
- 5/1/25 Added HR & Payroll Specialist, Removed Development Director (Removed all classroom positions and created new Classroom Hourly Salary Schedule)
- 5/26/26 3% COLA increase/Added Property Manager, Accountant & ELO-P Director (Previously on Classified Administrative Exempt Salary Schedule)/Changed Procurement Coordinator to Farm to School/Garden Educator/Added Independent Study Coordinator/Removed Licensed Therapist

**NEVADA CITY SCHOOL OF THE ARTS**  
**2026-27 Classified Classroom Hourly Salary Schedule - Minimum Wage \$16.90**  
 Effective July 1, 2026

Job Title	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level	Sub Rates
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
<b>Instructional Assistant I</b>	\$ 19.00	\$ 19.57	\$ 20.16	\$ 20.76	\$ 21.38	\$ 22.03	\$ 22.69	\$ 23.37	\$ 24.07	\$ 24.79	\$ 25.53	\$ 26.30	\$ 27.09	\$ 27.90	\$ 28.74	\$19.00
<b>Instructional Assistant II</b>	\$ 21.00	\$ 21.63	\$ 22.28	\$ 22.95	\$ 23.64	\$ 24.34	\$ 25.08	\$ 25.83	\$ 26.60	\$ 27.40	\$ 28.22	\$ 29.07	\$ 29.94	\$ 30.84	\$ 31.76	\$19.00
<b>Para Educator I</b>	\$ 22.00	\$ 22.66	\$ 23.34	\$ 24.04	\$ 24.76	\$ 25.50	\$ 26.27	\$ 27.06	\$ 27.87	\$ 28.71	\$ 29.57	\$ 30.45	\$ 31.37	\$ 32.31	\$ 33.28	\$19.00
<b>Para Educator II</b>	\$ 23.00	\$ 23.69	\$ 24.40	\$ 25.13	\$ 25.89	\$ 26.66	\$ 27.46	\$ 28.29	\$ 29.14	\$ 30.01	\$ 30.91	\$ 31.84	\$ 32.79	\$ 33.78	\$ 34.79	\$19.00
<b>Assistant Teacher/ Aftercare Lead</b>	\$ 24.72	\$ 25.46	\$ 26.23	\$ 27.01	\$ 27.82	\$ 28.66	\$ 29.52	\$ 30.40	\$ 31.31	\$ 32.25	\$ 33.22	\$ 34.22	\$ 35.24	\$ 36.30	\$ 37.39	\$20.00
<b>Registered Behavior Technician</b>	\$ 25.00	\$ 25.75	\$ 26.52	\$ 27.32	\$ 28.14	\$ 28.98	\$ 29.85	\$ 30.75	\$ 31.67	\$ 32.62	\$ 33.60	\$ 34.61	\$ 35.64	\$ 36.71	\$ 37.81	\$25.00
<b>Arts &amp; Electives Coordinator</b>	\$ 26.78	\$ 27.58	\$ 28.41	\$ 29.26	\$ 30.14	\$ 31.05	\$ 31.98	\$ 32.94	\$ 33.92	\$ 34.94	\$ 35.99	\$ 37.07	\$ 38.18	\$ 39.33	\$ 40.51	n/a
<b>Certified Occupational Therapy Assistant</b>	\$ 29.00	\$ 29.87	\$ 30.77	\$ 31.69	\$ 32.64	\$ 33.62	\$ 34.63	\$ 35.67	\$ 36.74	\$ 37.84	\$ 38.97	\$ 40.14	\$ 41.35	\$ 42.59	\$ 43.87	n/a
<b>Language Pathology Assistant</b>	\$ 29.00	\$ 29.87	\$ 30.77	\$ 31.69	\$ 32.64	\$ 33.62	\$ 34.63	\$ 35.67	\$ 36.74	\$ 37.84	\$ 38.97	\$ 40.14	\$ 41.35	\$ 42.59	\$ 43.87	n/a

**NOTES:**  
 - One Full-Time Equivalent employee (FTE) = 40 hours a week at 8 hours per day  
 - Initial placement on the salary schedule will depend on education & experience

Instructional Assistant I - High School diploma  
 Instructional Assistant II - 12 College units or 3 years classroom experience  
 Para Educator I - High School diploma plus 3 years classroom experience  
 Para Educator II - AA and/or Para training plus 5 years classroom experience  
 - Up to 10 years of experience will be recognized on this salary schedule

**Board Approvals/Revisions**  
 5/1/25 - Created new salary schedule/Moved from Classified Hourly Salary Schedule/ Increased Level 1 to new minimum Wage  
 5/26/26 - Increases based on local salary analysis/Added Certified Occupational Therapy Assistant & Certified Speech and Language Pathology Assistant/Removed Instructional Assistant III & Para Educator III

**CGC Approved: 5/26/2026**

**CERTIFICATE OF AMENDMENT  
OF ARTICLES OF INCORPORATION**

The undersigned certify that:

1. They are the President and Secretary, respectively, of Nevada City School of the Arts, a California nonprofit public benefit corporation, with California Entity Number 2992877.
2. Article V. of the Articles of Incorporation of this Corporation is amended to read as follows:

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or final liquidation of the corporation, its assets remaining after payment of all debts and liabilities of the corporation shall be distributed to another public school that meets the requirements of Section III.A of IRS Notice 2015-07 for participation in a governmental plan under Section 414(d) of the Internal Revenue Code, or shall be distributed to the State of California, a political subdivision of the State, or an agency or instrumentality of the State or of a political subdivision of the State.

3. The foregoing amendment of the Articles of Incorporation has been duly approved by the Board of Directors.
4. The Corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: \_\_\_\_\_

\_\_\_\_\_  
LeeAnne Haglund, President

Date: \_\_\_\_\_

\_\_\_\_\_  
Jaylee McGregor, Secretary

**BYLAWS**  
**OF**  
**NEVADA CITY SCHOOL OF THE ARTS CHARTER SCHOOL**  
A California Nonprofit Public Benefit Corporation

**ARTICLE I**  
**NAME**

Section 1      **NAME.** The name of this corporation is the Nevada City School of the Arts Charter School (the “Corporation” or the “Charter School.”)

**ARTICLE II**  
**PRINCIPAL OFFICE OF THE CORPORATION**

Section 1      **PRINCIPAL OFFICE OF THE CORPORATION.** The principal office for the transaction of the activities and affairs of the Corporation is 13032 Bitney Springs Rd., Building #8, Nevada City, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2      **OTHER OFFICES OF THE CORPORATION.** The Board of Directors may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

**ARTICLE III**  
**GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1      **GENERAL AND SPECIFIC PURPOSES.** The purpose of the Corporation is to manage, operate, guide, direct and promote Nevada City School of the Arts, a California public charter school. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political

campaign on behalf of or in opposition to any candidate for public office.

#### **ARTICLE IV**

##### **CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

#### **ARTICLE V**

##### **DEDICATION OF ASSETS**

Section 1. DEDICATION OF ASSETS. The Corporation’s assets are irrevocably dedicated to public benefit purposes as set forth in the Charter School’s Charter. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3), or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

#### **ARTICLE VI**

##### **CORPORATIONS WITHOUT MEMBERS**

Section 1. CORPORATIONS WITHOUT MEMBERS. The Corporation shall have no voting members within the meaning of the Nonprofit Corporation Law.

#### **ARTICLE VII**

##### **BOARD OF DIRECTORS**

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the Corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (the “Board”). The Board may delegate the management of the Corporation’s activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction

of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

a. Appoint and remove, at the pleasure of the Board, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service;

b. To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations therefor which are not inconsistent with law, the Corporation's Articles of Incorporation or these Bylaws, including but not limited to:

(1) Establish educational policy, ensuring compliance with applicable state standards;

(2) Ensure compliance with applicable laws and regulations;

(3) Receive reports and recommendations made by the President;

(5) Approve the annual school calendar;

(6) Encourage and provide for communication of matters to parents and the larger Charter School community;

(7) Provide a mechanism for addressing complaints from employees, students, parents, and residents, except where such processes are superseded by another documented Charter School procedure or applicable law;

(8) Provide goals for, and evaluate, academic progress;

(9) On an annual basis, review and revise, as appropriate, the Strategic Plan;

(10) Adhere to the terms of the Code of Conduct, as adopted by the Board of Directors; and,

(11) Adhere to the terms of the Conflict of Interest Policy, as adopted by the Board of Directors.

c. Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California;

d. Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations,

and other evidences of debt and securities;

e. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. TERM. Each director shall hold office unless otherwise removed from office in accordance with these bylaws for a term of two (2) years and until a successor director has been designated and qualified.

Section 4. DESIGNATED DIRECTORS. The number of directors shall be no less than seven (7) and no more than nine (9), unless changed by amendments to these bylaws. All directors, except any representative who may be appointed by the chartering authority as consistent with Education Code Section 47604(c), shall be designated by the existing Board, at an annual meeting of the Board, provided that seats are reserved as follows:

a. At least seven (7) but no more than nine (9) parents, grandparents, or legal guardians with a child, grandchild, or legal dependent, respectively, who is a student of the Charter School (collectively "School Parents"); and,

b. Up to two (2) individuals who are from the community-at-large and reside in the geographic area served by the Charter School.

The qualifications for directors are generally the ability to attend Board meetings, a willingness to actively support and promote the Charter School, and a dedication to its educational endeavors.

Section 5. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No persons serving on the Board of Directors may be interested persons. An interested person is (a) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest. Additionally, no former employee may serve on the Board of Directors if they worked for the corporation within the previous three (3) years.

Section 6. NOMINATIONS. School Parents, and individual Directors may nominate qualified candidates for election to the Board of Directors. Nominations shall be submitted in writing to the Board at least seven (7) days before the date of the election or at such other time as the Board of Directors may set. The Secretary shall then forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. No Corporation funds may be expended to support a nominee.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) the failure of the members, at any meeting of members at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting; or, (e) for parent representatives, failure to have at least one child attending the Charter School.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the Corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by the vote of the majority of the members of the entire Board at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9, commencing with Section 54950, of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board may be filled by approval of the Board or, if the number of directors then in office is less than a quorum, by (a) the unanimous consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining director.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall generally be held at the principal office of the Corporation. However, the Board may designate that a meeting be held at any place within the physical boundaries of Nevada County designated in the notice of the meeting. All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation and Education Code Section 47604.1.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9, commencing with Section 54950, of Division 2 of Title 5 of the Government Code) and Education Code Section 47604.1.

The Board shall meet annually for the purpose of designating directors, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of Directors.

Section 16. REGULAR MEETINGS. Regular meetings of the Board, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board. At least 72 hours before a regular meeting, the Board, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. Notice of the agenda will be posted physically in a location within the Charter School's jurisdiction that can be accessed at all times and on the Charter School's website homepage with a prominent and direct link.

Section 17. SPECIAL MEETINGS. Special meetings of the Board for any purpose may be called at any time by the Chairman, or a majority of the Board. If a Chairman of the Board has not been elected, the President is authorized to call a special meeting in place of the Chairman. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours' notice is given to each director and to the public through the posting of an agenda. Notice of the agenda will be posted physically in a location within the Charter School's jurisdiction that can be accessed at all times and on the Charter School's website homepage with a prominent and direct link. Pursuant to the Brown Act, the Board of Directors shall adhere to the following notice requirements for special meetings:

- a. Any such notice shall be sent in both electronic form (via email) and via phone contact; and,
- b. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the voting directors then in office shall constitute a quorum. If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote, and voting on any matter shall be a decision of the Board of Directors. Should there be less than a majority of the directors present at any

meeting, the meeting shall be adjourned. Voting directors may not vote by proxy.

Section 20. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the physical boundaries of the county in which the Charter School operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;<sup>1</sup>
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.<sup>2</sup>

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more voting directors to serve at the pleasure of the Board. The Board may, if deemed appropriate, invite members to the community to participate in

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<sup>1</sup> This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

<sup>2</sup> The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

committees. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Fix compensation of the directors for serving on the Board of Directors or on any committee;
- d. Amend or repeal bylaws or adopt new bylaws;
- e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- h. Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest.

Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 25. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this Corporation.

Section 26. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

## **ARTICLE VIII OFFICERS OF THE CORPORATION**

Section 1. OFFICES HELD. At a minimum, the officers of the Corporation shall be a President, a Secretary, and a Chief Financial Officer. The Corporation, at the Board's direction, may also have a Chairman, one or more Vice-Presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under Article VIII, Section 4, of these bylaws. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President or the Chairman of the Board.

Section 3. ELECTION OF OFFICERS. The officers of the Corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the Corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the power of removal.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and

perform such other powers and duties as the Board of Directors may assign from time to time. The Chairman of the Board shall, when present, preside at all meetings of the Board and shall perform such other duties and exercise such other powers as shall from time to time be assigned by the Board including, but not limited to:

- a. Ensure compliance with the Brown Act, Board policies, and other parliamentary regulations; and,
- b. Serves as the acting President in the absence of a President and shall have the powers and duties of the President of the Corporation set forth in these bylaws.

In the absence of the Chairman, the President shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, and subject to President's contract of employment, the President shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. SECRETARY. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Chief Financial Officer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board of Directors may designate; (b) disburse the Corporation's funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the Corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

#### **ARTICLE IX CONTRACTS WITH DIRECTORS**

Section 1. **CONTRACTS WITH DIRECTORS.** The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors have a material financial interest).

#### **ARTICLE X CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES**

Section 1. **CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES.** The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Charter School Conflict of Interest Policy have been fulfilled.

#### **ARTICLE XI LOANS TO DIRECTORS AND OFFICERS**

Section 1. **LOANS TO DIRECTORS AND OFFICERS.** This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

## **ARTICLE XII**

### **INDEMNIFICATION**

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

## **ARTICLE XIII**

### **INSURANCE**

Section 1. INSURANCE. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

## **ARTICLE XIV**

### **MAINTENANCE OF CORPORATE RECORDS**

Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

## **ARTICLE XV**

### **INSPECTION RIGHTS**

Section 1. DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and

federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the Corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The Corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours. If the Corporation has no business office in California, the Secretary shall, on the written request of any director, furnish to that director a copy of the articles of incorporation and bylaws, as amended to the current date.

## **ARTICLE XVI REQUIRED REPORTS**

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The Corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:

(1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or

(2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

## **ARTICLE XVII BYLAW AMENDMENTS**

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the Charter that created the Charter School or make any provisions of these Bylaws inconsistent with that Charter, the corporation's Articles of Incorporation, or any laws.

## **ARTICLE XVIII FISCAL YEAR**

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each year.

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of the Nevada City School of the Arts Charter School, Inc, a California nonprofit public benefit corporation; that these bylaws, consisting of 14 pages, are the bylaws of this Corporation as adopted by the Board of Directors on October 18, 2018; and that these bylaws have not been amended or modified since that date.

Executed on January 14, 2021 at Nevada City, California.

\_\_\_\_\_  
Secretary



CalSTRS Charter School/Nonprofit Public Benefit Corporation Certification  
(IRS Notice 2015-07)

**Section 1: Charter School Identification**

CHARTER SCHOOL NAME Nevada City School of the Arts
CHARTER SCHOOL COUNTY-DISTRICT-SCHOOL (CDS) CODE 29-10298-0114330
NPBC NAME Nevada City School of the Arts
NPBC MAILING ADDRESS 13032 Bitney Springs Rd, Nevada City, CA 95959

Pursuant to Notice 2015-07, *Relief for Certain Participants in Section 414(d) Governmental Plans* (Notice 2015-07), the Internal Revenue Service (IRS) and the United States Treasury Department are expected to issue final regulations permitting a state or local retirement system to provide benefits for charter school employees and continue to qualify as an Internal Revenue Code section 414(d) governmental plan, provided that certain requirements are met. The IRS and the United States Treasury Department have identified those requirements in Section III.A of Notice 2015-07.

CalSTRS is permitting employees of the NPBC to be covered under CalSTRS in reliance on the certifications in Section 2 that the NPBC meets and will fully comply with the requirements of, all modifications to, amendments to, expansions of, or other changes to the requirements of Notice 2015-07, as of the date the 26 USC section 414(d) regulations go into effect.

Consistent with Section 47604 of the Education Code, and in accordance with their approved charter petition, the charter school identified in this section has elected to operate as, or be operated by, the nonprofit public benefit corporation (NPBC) identified above; and has elected to participate in CalSTRS or continue to participate in CalSTRS to provide benefits under the Teachers' Retirement Law for its employees who perform creditable service for a charter school which is eligible to receive state apportionment.

**Section 2: Certification**

Check one:

- I certify the charter school has publicly available written contractual agreements with each employee to perform creditable service under the

Teachers' Retirement Law, specifying which charter school the service is being performed at. A true and correct copy of all written contractual agreements for eligible employees will be updated and maintained by the charter school. The charter school will furnish copies of any written contractual agreements at any time upon CalSTRS request.

I certify the NPBC meets the following requirements from Notice 2015-07 and further requirements imposed by the Teachers' Retirement Law:

(a) NPBC is a nonsectarian independent public school that serves a governmental purpose by providing tuition-free elementary or secondary education, or both.

(b) NPBC is established and operates a charter school in accordance with the Charter Schools Act of 1992, as amended, authorizing NPBC to create or establish one or more independent public schools.

(c) Participation in CalSTRS for NPBC's employees is contingent on each employee having a written contract to perform creditable service under the Teachers' Retirement Law and only for those employees who actually perform creditable service activities under that contract. A true and correct copy of all written contracts for eligible employees will be updated and maintained by NPBC. NPBC will furnish copies of any written contracts at any time upon the request of CalSTRS.

(d) NPBC satisfies either of the following:

(1) NPBC's governing board or body is controlled by the State of California, a political subdivision of the state, or an agency or instrumentality of the state or political subdivision. NPBC confirms that the state or political subdivision has the power to nominate, appoint, remove, and replace a majority of the members of the NPBC's governing board or board, or a majority of the members of the NPBC's governing board or body are publicly nominated and elected under state law.

(2) NPBC satisfies all of the following requirements:

(i) The primary source of NPBC's funding is from the State of California, a political subdivision of the state, or an agency or instrumentality of the state or political subdivision.

(ii) The rights of NPBC's employees to their accrued benefits under CalSTRS are not dependent on whether NPBC continues to

participate in CalSTRS, and in the event NPBC ceases participation in CalSTRS, a governmental entity in the State of California has responsibility for the accrued benefits of NPBC's employees, including the continued funding of the accrued benefits, to no lesser extent than a governmental entity has responsibility for the continued funding of the accrued benefits of the employees of any other participating employer of CalSTRS in the event that other employer were to cease to be a participating employer under CalSTRS.

(iii) NPBC is part of a local educational agency, as defined in 20 U.S.C. 7801(26) (or is its own local educational agency), and is subject to the significant regulatory control and oversight by the State of California, a political subdivision of the state, or an agency or instrumentality of the state or political subdivision of the state as further described in Section IIIA, paragraphs (d)(2)(iii)(1) and (d)(2)(iii)(2), of Notice 2015-07.

(e) All financial interests of ownership in NPBC are held by the State of California, a political subdivision of the state, or an agency or instrumentality of the state or political subdivision of the state. The State of California, a political subdivision of the state, or an agency or instrumentality of the state are entitled to NPBC's net assets upon dissolution or final liquidation of NPBC, or those net assets will be transferred to another public school that satisfies the requirement in Section III.A of Notice 2015-07.

(f) NPBC has governing documents that require its net assets, upon dissolution or final liquidation of NPBC, to be distributed to either a public school that meets the requirement of Section III.A of Notice 2015-07 or that its net assets will be transferred to the State of California, a political subdivision of the state, or an agency or instrumentality of the state or political subdivision. A true and correct copy of all such documents will be updated and maintained by NPBC. NPBC will furnish copies of any such documents at any time upon the request of CalSTRS.

NPBC certifies and acknowledges its employees' participation in CalSTRS is conditioned on the promises and representations above. NPBC further understands that CalSTRS will be obligated to comply with the final regulations issued pursuant to 26 USC section 414(d). Should NPBC fail to timely comply with any and all applicable requirements of Notice 2015-07 and final regulations issued under 26 USC section 414(d), CalSTRS may be required to terminate NPBC's participation in CalSTRS, including cancellation of all benefits and any service credit accrued for employees and retirees of NPBC.

**Section 3: Required Signature**

The undersigned is the duly appointed representative and is authorized to sign on behalf of the charter school, the NPBC or both.

By signing below, the undersigned represents under penalty of perjury under the laws of the State of California and further subject to the criminal penalties described in Section 22010 of the Education Code that all the information on this form is true and correct. The undersigned further acknowledges that if any information on this form is incorrect, CalSTRS reserves the right to refer the undersigned's and NPBC's or charter school's conduct to state, local and federal law enforcement and to take all actions authorized under the Teachers' Retirement Law, including, but not limited to, cancelling benefits for NPBC's or charter school's employees and NPBC's or charter school's continued participation in CalSTRS.

I hereby declare under penalty of perjury under the laws of the State of California and further subject to the penalties described in Section 22010 of the Education Code that all the information provided above is true and correct, and I hereby declare that the NPBC operating the charter school is complying with the requirements of Notice 2015-07 as of the date the 26 USC section 414(d) regulations go into effect.

PRINT NAME OF OFFICIAL REPRESENTATIVE	
Holly Pettitt	
REPRESENTATIVE'S POSITION TITLE	
Executive Director	
REPRESENTATIVE'S EMAIL	
director@ncsota.org	
REPRESENTATIVE'S PHONE NUMBER	
530-273-7736 x1007	
REPRESENTATIVE'S SIGNATURE	SIGNATURE DATE

**AT-WILL EMPLOYMENT AGREEMENT**  
**Between**  
**NEVADA CITY SCHOOL OF THE ARTS & [INSERT EMPLOYEE NAME]**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the Governing Board (“Board”) of Nevada City School of the Arts (“NCSA”), a California public charter school approved by Nevada County Office of Education (“County”). The Board desires to hire employees who will assist NCSA in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of NCSA’s charter. The parties recognize that NCSA is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, NCSA and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. NCSA operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and which has been duly approved by the County, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, NCSA has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, NCSA is considered a separate legal entity from the County, which granted the charter. The County shall not be liable for any debts and obligations of NCSA, and the employee signing below expressly recognizes that he/she is being employed by NCSA and not the County.
3. Pursuant to Education Code section 47610, NCSA must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. NCSA shall be deemed the exclusive public school employer of the employees at NCSA for purposes of Government Code section 3540.1.

**B. EMPLOYMENT TERMS AND CONDITIONS**

1. **Duties**

The Employee shall work in the position of [INSERT]. The Employee will perform such duties as NCSA may reasonably assign and the Employee will abide by all NCSA policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of NCSA’s charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of NCSA.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be [INSERT - for example "Monday through Friday, 8:00 a.m. to 5:00 p.m."]. While the Employee shall be available on-site during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with NCSA.

[ALTERNATIVE LANGUAGE FOR HOURLY/NONEXEMPT EMPLOYEES: The work schedule for this position shall be [part-time OR full-time] consisting of [INSERT SCHEDULE]. The Employee is prohibited from working hours in excess of this work schedule, including overtime, without the prior written consent of NCSA. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with NCSA.]

3. **Compensation**

The annual compensation for this position shall be \$[INSERT], to be paid twice monthly, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

[ALTERNATIVE LANGUAGE FOR HOURLY/NONEXEMPT EMPLOYEES: The hourly pay for this position is \$[INSERT AMOUNT], subject to all regular withholdings. The Employee shall be paid twice monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of NCSA.]

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by NCSA (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by NCSA in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with NCSA. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent NCSA from disciplining or dismissing the

Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at NCSA shall only be as specified in this Agreement, NCSA's charter, the Charter Schools Act, and NCSA's Employee Handbook, which NCSA may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with NCSA.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Live Scan/TB Clearance**

The Employee must complete a criminal background check which will be acquired through the California Department of Justice Live Scan Process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will also be required to submit evidence from a health care provider that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at NCSA, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with NCSA.

11. **Confidentiality and Privacy of Records**

The Employee acknowledges that during the course of employment, the Employee may have access to pupil and/or personnel records, which are confidential and protected under state and federal law, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and the California Education Code. The Employee agrees to maintain the confidentiality of such records and to use them solely for the purpose of performing their obligations under this Agreement. The Employee shall implement appropriate administrative, physical, and technical safeguards to protect the privacy and security of pupil and/or personnel records and shall not disclose any such records to third parties without the prior written consent of NCSA, except as required by law. In the event of a breach of privacy or unauthorized disclosure of pupil and/or personnel records, the Employee shall promptly notify NCSA and shall cooperate with NCSA in any investigation or mitigation efforts. Upon termination of this Agreement, the Employee shall return or destroy all pupil and/or personnel records in the Employee's possession, in accordance with applicable law and NCSA policy.

12. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. NCSA shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. **EMPLOYMENT AT-WILL**

NCSA may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at NCSA's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of NCSA. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any

provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The Employee shall not assign any rights or obligations under this Agreement without prior written consent from NCSA.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

**E. ACCEPTANCE OF EMPLOYMENT**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with NCSA on the terms specified herein.
2. All information I have provided to NCSA related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between NCSA and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NCSA Approval:**

Date: \_\_\_\_\_  
[NAME], [POSITION]

*This Employment Agreement is subject to ratification and approval by the Governing Board of NCSA.*