BOARD OF DIRECTORS
NOVATO CHARTER SCHOOL
(A California Non-Profit Public Benefit Corporation)
940 C Street, Novato, CA
One Remote Location:
Trustee Location
Trustee Allender will be joining the meeting remotely.
His offsite location is as follows:
677 Cherry Street
Novato, CA, 94949

May 8th, 2024 5:30 pm
REGULAR MEETING AGENDA

The Novato Charter School welcomes your participation at the School's Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of the School in public. We are pleased that you are in attendance and hope that you will visit these meetings often. Your participation assures us of continuing community interest in our School.
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BOARD MEMBER CODE OF CONDUCT

We will demonstrate **respect** for each other and all school constituents through open communication and by practicing gratitude and appreciation. We will **collaborate** by honoring each member's unique point of view when working on the common goal of supporting the mission and vision of NCS.
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1. Call Meeting to Order, Roll Call 5 Min.

Board Member	Present Absent Late	Arrival time
Craig Allender, President(CA)		
Chris Shortall, Trustee (CS)		
Robin J. Lee, Trustee (RL)		
Lia Heath, Chief Financial Officer (LH)		
Mike “Red” Hale, Trustee (RH)		

2. AGENDA MODIFICATION CA 5 Min.

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4. APPROVAL OF CONSENT AGENDA ITEMS 5 Min. *Consent Agenda Items: All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them.*

- **A.** Approve Minutes: April 3rd, 2024
- **B.** Fixed Asset Capitalization Policy
- **C.** Final Audit Report and Financial Statements - Revised 2023
- **D.** Arts, Music & Instructions Materials Block Grant - Expenditure Plan
- **E.** Prop 28 Arts & Music In Schools - Expenditure Plan
- **F.** Approve Overnight Field Trips - Staff recommendation
    a. 9/17/2024-9/20/2024 Camp McCumber, 6th Grade

Board Members	Craig Allender	Chris Shortall	Robin J. Lee	Lia Heath	Mike “Red” Hale
Moved By:					
Seconded By:					
Action:					

5. PUBLIC HEARING

- **A. 2024-2025 Local Control Accountability Plan**

6. INFORMATION ITEMS: ADMINISTRATIVE REPORTS

- **A.** E-Rate update
- **B.** NCS Board Election
    - **a.** Candidate presentations
    - **b.** Application reviews
- **C.** Enrollment Update
- **D.** Hiring for 24-25 School Year
- **E.** NCS Business Services School Year 2024-2025 Update

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REGULAR MEETING AGENDA

- **F.** Employee Retirement Plan with CalSTRS-Pension 2 403b Plan
- **G.** Measure G Bond Update - Report on projects completed and scheduled
- **H.** North Bay Children's Center Construction Project Update
- **I.** Soccer Field Improvement Update

7. NEXT BOARD MEETING 5 Min. Wednesday, June 12th, 2024 at 5:30pm

8. COMMENTS FROM BOARD MEMBERS -
Please email future agenda items to nlloyd@nusd.org and callender@nusd.org 5 Min.

9. ADJOURNMENT
The agenda for the next meeting will be publicly posted on www.novatocharterschool.org at least 72 hours prior to the meeting (by Sunday, June 9th, 5:30pm, 2024) by Megan Bloom

BOARD OF DIRECTORS
NOVATO CHARTER SCHOOL
(A California Non-Profit Public Benefit Corporation)
940 C Street, Novato, CA
April 3rd, 2024 5:30 pm
Minutes

The Novato Charter School welcomes your participation at the School's Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of the School in public. We are pleased that you are in attendance and hope that you will visit these meetings often. Your participation assures us of continuing community interest in our School.
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1. Call Meeting to Order, Roll Call 5 Min.

Board Member	Present Absent Late	Arrival time
Craig Allender, President(CA)	Present	5:30pm
Chris Shortall, Trustee (CS)	Present	5:30pm
Robin J. Lee, Trustee (RL)	Present	5:30pm
Lia Heath, Chief Financial Officer (LH)	Absent	NA
Mike “Red” Hale, Trustee (RH)	Absent	NA

2. AGENDA MODIFICATION CA 5 Min.

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BOARD OF DIRECTORS
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April 3rd, 2024 5:30 pm
Minutes

A. Approve Minutes: March 6th, 2024
B. Approve Overnight Field Trips - Staff recommendation
  a. 4/29/2024-5/1/2024 Old Oak Ranch, 4th grade
  b. 4/29/2024-5/2/2024 Walker Creek, 5th grade
C. American Fidelity Disability Plan 501 to start July 1, 2024
D. Approve IRS Form 990 and FTB Form 199
E. Approve NCS-NUSD School Lunch Program 24-25 MOU

Board Members	Craig Allender	Chris Shortall	Robin J. Lee	Lia Heath	Mike “Red” Hale
Moved By:	X				
Seconded By:			X		
Action:	Yay	Yay	Yay	Absent	Absent

5. BOARD DISCUSSION/ACTION ITEMS

A. Administrative Evaluation Process timeline for board approval. Info item: Identify all Administrative Evaluation Working Group (AEWG) members for the current school year’s Administrative Officer and Director evaluation

Board Members	Craig Allender	Chris Shortall	Robin J. Lee	Lia Heath	Mike “Red” Hale
Moved By:		X			
Seconded By:			X		
Action:	Yay	Yay	Yay	Absent	Absent

B. Student Attendance / Independent Study Message
  a. Review

6. INFORMATION ITEMS: ADMINISTRATIVE REPORTS

A. Annual Student and Parent Survey Report: Data for LCAP
  a. California Healthy Kids Survey for Elementary School
  b. California Healthy Kids Survey for Middle School
  c. California Parent Survey
B. NCS Board Election
  a. Review trustee terms
    i. Craig and Lia’s terms are ending (both served 2 terms)
  b. Review election timeline
    i. Election in May
C. Enrollment Update
  a. Slightly under enrolled in middle school, looking to fill 3 seats
D. Hiring for 24-25 School Year
  a. Update from Robin - interviews are happening

BOARD OF DIRECTORS
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E. NCS Business Services School Year 2024-2025 Update
- **a.** Admin provided update on rolling out new services for next school year
- **b.** Students, board members, students will get new emails

F. Measure G Bond Update - Report on projects completed and scheduled
- **a.** Planning/design on going
- **b.** Construction should occur during summer
- **c.** Slightly over budget - admin working on getting clarity

G. North Bay Children's Center Construction Project Update
- **a.** Changes to parking will occur during the summer
- **b.** Drop/off and pickup queuing will change next year

H. Soccer Field Improvement Update
- **a.** Gopher mesh is laid out
- **b.** The cut out of the parking lot will remain, walking path for students to the library will be behind fence for safe walking path for kids
- **c.** No update on timing from contractors

7. NEXT BOARD MEETING 5 Min. Wednesday, May 8th, 2024 at 5:30pm

8. COMMENTS FROM BOARD MEMBERS -
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9. ADJOURNMENT
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Meeting Adjourned - 6:56pm

NOVATO CHARTER SCHOOL

Fixed Asset Capitalization Policy

The Novato Charter School Board of Directors (the "School") establishes the following Fixed Asset Capitalization Policy:

DEFINITIONS AND PROVISIONS

For the purpose of this policy, the following definitions shall apply:

"Tangible Assets" - Assets that can be observed by one (1) or more of the physical senses. They may be seen or touched, in some environments heard or smelled.

"Fixed Assets" - Tangible assets of a durable nature, generally with a useful life in excess of one (1) year, which are employed in the operating activities of the School and that, are relatively permanent in nature. They may be termed property, plant, equipment, furniture, or fixed assets. They are usually separated into classes according to the physical characteristics of the items (Example: land, buildings, improvements other than buildings, machinery and equipment, furniture and fixtures).

Some items may be identified as "Controlled Assets" that, although they do not meet all of the fixed asset criteria, are recorded within a fixed asset system to maintain a control of value, number, or location.

"Capital Outlays" - Expenditure which benefit both the current and future fiscal period. This includes the costs of acquiring land and structures; construction or improvements of buildings, structures, or other fixed assets; and equipment purchases having an appreciable and calculable period of usefulness. These are expenditures resulting in the acquisition of or an addition to the School's general fixed assets.

MACHINERY, FURNITURE, AND EQUIPMENT

For the purposes of this policy, machinery and/or equipment is an apparatus, tool, or conglomeration of pieces, to form a tool. Machinery, furniture and equipment are not expendable in nature so as to be consumed. They do not lose their identity through fabrication or incorporation into a different or more complex unit. Machinery, furniture, or equipment will stand alone and will not become a part of a basic building structure and may be moved between or among buildings or rooms to best meet the needs of the School.

Shipping charges, consultant fees, and any other costs directly related to the acquisition or purchase such as delivery, set-up charges, software operation systems which make the equipment

operable as intended may be included and capitalized as a part of the cost. Ancillary charges such as program project management and training shall be excluded from the cost.

BUILDING AND LEASEHOLD IMPROVEMENTS

Leasehold Improvements are improvements, betterments, or modifications of leased property which will benefit the School for the period of more than one year. Building Improvements are improvements, betterments, or modifications of owned property which will benefit the School for the period of more than one year. Acquisition cost includes the full cost of the purchase plus expenditures related directly to their acquisition, (i.e. freight, handling fees, installation charges, sales tax, etc.)

CAPITALIZATION

The following items:

1. improvements or renovations to existing machinery;
2. new equipment; and
3. building and leasehold improvements

will be capitalized only if the result of the change or purchase meets all of the following conditions:

A. Total costs for each item exceed $5,000

B. The useful life is extended two (2) or more years

RECORDING AND ACCOUNTING

The School shall classify capital expenditures as Capital Assets within the fund from which the expenditure was made. For the purposes of recording fixed assets of the School, the valuation of assets shall be based on historical costs, when available or when it can be determined. When the historical cost cannot be determined, the value shall be fixed by estimation based on those assets which are currently in existence.

The School shall record acquisitions of Capital Assets in accordance with generally accepted accounting principles applicable to the School. An asset register shall be maintained either in hard copy or in a computer format to record the capital assets of the School. This record is to be maintained by the School's administrative staff and updated as required each year.

Capital Asset depreciation is calculated straight line over the asset's estimated useful life, with depreciation beginning the month the asset is put into use.

APPROVED BY THE BOARD OF DIRECTORS: May 8, 2024

This policy supersedes any previous policy:

Novato Charter School

Arts Music and Instructional Materials Block Grant - Local Plan (22-24)

	22-23	23-24	Total
Revenue			
Total AMIM Allocation (Revenue)			166,433
Expenditures			
Instructional Materials	2,157	-	2,157
Cost Increases			
- STRS Increases (22-24)		82,011	82,011
- PERS Increases (22-24)		42,223	42,223
- H&W Cost Increases (22-24)		21,753	21,753
			-
Other Operational Costs - Gr1-8 Class Teacher Salaries			16,641
Indirect Costs (<= 1.0%)			1,648
Adjustment/Balance			
Total Expenditures	2,157	145,987	166,433

https://www.cde.ca.gov/ci/cr/cf/artsmusicgrantfaqs.asp

1. What are the allowable uses of the AMIM Grant funds?
AMIM Grant funds are allocated to LEAs for five purposes enumerated in Section 134(a) of Chapter 2 of the Statutes of 2022, as amended by Section 56 of AB 185, which may be briefly summarized as: (1) obtaining standards-aligned professional development and **instructional materials** for specified subject areas; (2) obtaining professional development and instructional materials for improving school climate; (3) developing diverse, culturally relevant and multilingual school library book collections; **(4) operational costs, including retirement and health care cost increases;** and (5) COVID-19-related costs necessary to keep pupils and staff safe and schools open for in-person instruction.

Novato Charter School

Prop 28 Arts and Music In Schools - School Site Expenditure Plan 2023-24

Total Prop 28 Allocation (Revenue) - P-1 Apportionment				31,826
	Baseline 22-23	23-24	Incr / (Decr)	
Salaries and Benefits				
Music	87,608	97,728	10,120	
Handwork	30,682	32,709	2,027	
Art	-	21,924	21,924	
Subtotal	118,290	152,361	34,071	34,071
Materials			-	-
Music	1,436	1,750	314	
Handwork	1,575	2,000	425	
Art	1,480	750	(730)	
Subtotal	4,491	4,500	9	9
Training/Cred/Induction (23-24)			-	-
Indirect Costs		-	-	-
Balance / Adjust				(2,254)
Prop 28 - Expenditure Plan	122,781	156,861	34,080	31,826

Do any "supplement not supplant" requirements apply to AMS? (Updated 12-18-2023)

Yes, California Education Code (EC) Chapter 5.1, Section 8820, subdivision (g), paragraph (2), states that as a condition of receipt of funds pursuant to this chapter, an LEA shall annually: “Certify that such funds received will be used to supplement funding for arts education programs and that funds received in the prior fiscal year were, in fact, used to supplement arts education programs.” For the purpose of this program, “supplement” means that the funds appropriated by this chapter shall be used by local educational agencies to increase funding of arts education programs and not to supplant existing funding for those programs (EC Section 8821[e]). The CDE recommends that each LEA seek guidance from their legal counsel for guidance relative to their annual usage of AMS funds and whether they can make this certification each year. The CDE is not approving or denying individual LEA requests for allowable expenditures. All expenditures should be consistent with statute. Additional guidance for LEAs can substantiate compliance with this requirement via the annual audit (i.e., example worksheets, etc.) will be available on the Proposition 28: Arts and Music in Schools web page after the 2023–24 audit guide supplement is adopted by the Education Audit Appeals Panel in spring of 2024.

Field Trip Request Form

Field Trip Policy - Attachment A – Revised 6/12/2015

Approval of the Director is required for all field trips and excursions. **Board approval is required** for all overnight field trips and for all trips that are 100 miles or more from the school one way.

Day field trips/excursions – This form must be submitted to the Director at least three weeks prior to the date of the trip/ excursion.

Overnight / 100 miles or more field trips – This form must be submitted to the Board six (6) weeks prior to departure date.

Overnight / 100 miles or more field trips within the first six (6) weeks of a new school year – This form must be submitted to the Board by May 1st of the prior school year.

Grade:	6th
Teacher Name:	Helen Smith
Destination:	Camp McLumber / Mt Lassen
Dates:	9/17-9/20 **Time:**
Purpose:	
Number of Students:	28
Number of Adults:	8 + Teacher

Method of Transportation: Drivers	**Drivers:**

Director's Signature: _____ Date: 5/1/24

Date Board Approved: _____

****All drivers must complete the Driver Information Form.**

5/2/2024 Enrollment Update for NCS BOD

Grade	Total/target enrollment	Enrollment as of 5/2/24	Seats available	Now using Wait List 24-25
TK	20	20	0	68
K	28	28	0	72
1	28	28	0	29
2	28	28	0	27
3	28	28	0	23
4	28	28	0	35
5	28	28	0	26
6	26	26	0	17
7	26	24	2	8
8	26	26	0	6
Totals	266	264	2	311

CALSTRS pension 2® personal wealth plan

403 (b) SERVICE AGREEMENT

INTRODUCTION

The Pension2 Program of the California State Teachers' Retirement System (CalSTRS) and Novato Charter School (Employer) enter into this agreement (Agreement) for the purposes of memorializing the following:

Pursuant to its statutory authority in Education Code sections 24950 through 24953, CalSTRS has developed an annuity contract and custodial account plan established pursuant to Internal Revenue Code section 403(b) that is offered to school employers for their individual participants under the umbrella of CalSTRS' Defined Contribution Solutions Program called Pension2 403(b) Plan (Plan). The Plan includes investment options selected and monitored by CalSTRS.

CalSTRS offered and Employer adopted the CalSTRS Pension2 403(b) Plan as its own 403(b) plan as detailed in the Agreement.

The CalSTRS Pension2 403(b) Plan is the single 403(b) Plan offered by the Employer to its employees.

According to its statutory mandate, CalSTRS also offered and Employer accepted the provisioning of administrative services with respect to the adopted CalSTRS Pension2 403(b) Plan as detailed in the Agreement. (Please notify CalSTRS if you add additional 403(b) providers because a compliance feature will need to be added to your plan to maintain IRS compliance.)

CalSTRS also offers services to support the 457 Plan of the Employer; including administrative, recordkeeping, investment, and compliance services, through its various subcontractors that act as third party administrators. Employer hereby accepts the offer of the following administrative services: (CalSTRS Pension2). Unless these services are indicated above, the Employer will assume full responsibility for ensuring such functions are completed.

AGREEMENT CONTACTS

All official communications from the Employer to CalSTRS shall be directed to the attention of the CalSTRS Contract Manager or designee at the following address and phone/fax numbers:

Name: Sandy Blair
Address: P.O. Box 15275, MS-44
City: Sacramento
State: CA
Zip: 95851-0275
Phone: (916) 414-1010
Fax: (916) 414-1012

All official communications from CalSTRS Pension2 to the Contractor shall be directed to the attention of Nikki or designee at the following address and phone/fax numbers:

Name: Nikki Lloyd
Address: 940 C Street
City: Petaluma
State: CA
Zip: 94952
Phone: 415 883-4254
Fax:

TERM AND EFFECT

The term of this Agreement shall be from 4/30/20 or upon final authorized signature of both parties, whichever occurs later. The Agreement is offered for the statutory minimum of five years and unless expressly terminated will be continued as long as Employer maintains the CalSTRS Pension2 403(b) Plan for its employees.

The Agreement becomes effective upon the signatures of both parties to it.

ADMINISTRATIVE SERVICES

Pursuant to its statutory mandate, CalSTRS offered investment, recordkeeping, and other administrative services necessary to administer the Plan. Employer accepted the provisioning of such services

Pursuant to its statutory authority, CalSTRS has retained subcontractors to provide recordkeeping services directly to Employer. The current record keeper is Voya Institutional Services, LLC.

In order to provide effective recordkeeping services, Employer shall provide all information necessary for the recordkeeper to set up its support structure.

FEES AND PAYMENTS FOR SERVICES

Compensation for the services of CalSTRS shall be originated from the administrative service fees payable by the individual participants of the 403(b) Plan.

CalSTRS has authorized its subcontractor recordkeeper to charge and collect all administrative service fees directly from plan participants, keep a portion of the service fees due to the subcontractor, and remit the remaining fees due to CalSTRS.

Fees shall be calculated and charged as described below:

- .25% of account balance annually (charged quarterly)
- Fees may be charged for additional services including:
    - Loans – $100 application fee. The participant pays interest on their loan to themselves.
    - Managed Account (Financial Engines) – .60% of account balance annually (charged quarterly)
    - Access to Brokerage Window (TD Ameritrade) – $50 annually
- In addition to the above fees, the individual mutual funds the participant is invested in carry their own expense ratios.

No fees other than the ones prescribed in this Agreement shall be charged or collected from the individual participants.

CALSTRS pension 2® personal wealth plan

AMENDMENT

No amendment or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

ENTIRE AGREEMENT AND SEVERABILITY

The Agreement contains all representations and the entire understanding between the parties with respect to the subject matter herein. If applicable, the competitive process as it may have been amended and clarified by CalSTRS prior to the award of the Agreement as well as the Contractor's proposal/bid shall be considered part of the Agreement. However, in the event a conflict in interpretation arises, the agreement document shall prevail. Any prior or contemporaneous correspondence, memoranda or agreements shall be replaced in total by the Agreement.

Should any provision(s) of the Agreement be declared or found to be illegal, unenforceable, ineffective or void, then each party shall be relieved of any obligations arising in such provision(s); the balance of the Agreement, if capable of performance, shall remain and continue in full force and effect.

FORCE MAJEURE

Neither party shall be liable to the other for delay in or failure of performance, nor shall any such delay in or failure of performance constitutes default, if such delay or failure is caused by "Force Majeure." Such causes may include, but are not restricted to, Acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

ASSIGNMENT

The Agreement is not assignable by either of the parties, either in whole or in part, without the consent of the other in the form of a formal written agreement.

CALSTRS pension 2® personal wealth plan

SUBCONTRACTING

CalSTRS is statutorily authorized by Education Code section 24950(b)(2) to hire through subcontract a recordkeeper acting on behalf of CalSTRS for providing investment, recordkeeping, compliance, and administrative services. In obtaining such subcontracting services, CalSTRS uses the utmost care in its competitive selection process. CalSTRS is also using the utmost care in the supervision of the outside provider.

The selection, employment, and termination of an outside recordkeeper is not subject to review or approval by Employer.

DISPUTES

Any dispute concerning a question of fact arising under the terms of the Agreement shall be disposed of within a reasonable period of time by Employer and CalSTRS employees normally responsible for the administration of the Agreement. If agreement cannot be reached either party may assert its other rights and remedies within the Agreement or within a court of competent jurisdiction.

Employer and CalSTRS agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under the Agreement which are not affected by the dispute.

CONFIDENTIALITY

CalSTRS, in the course of its duties, will handle investment, financial, accounting, statistical, personal, technical and other data and information relating to Employer and its plan participants. All such information is confidential, and, unless permitted by Employer in writing, CalSTRS shall not disclose such information, directly or indirectly, or use it in any way, either during the term of the Agreement or any time thereafter, except as required to perform its duties under the Agreement or applicable law.

CalSTRS agrees that only those who are authorized and required to access such materials will have access to them. CalSTRS subcontractors that may, in the course of their duties, have access to any CalSTRS information and/or assets, must individually sign a CalSTRS Information Security Confidentiality and Non-Disclosure and Acceptable Use Agreement prior to engaging work with CalSTRS.

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GOVERNING LAW

The Agreement shall be administered, construed, governed and enforced according to the laws of the State of California (without regard to any conflict of laws provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder (including any action to compel arbitration or to enforce any award or judgment rendered thereby) shall be brought in the state or federal courts sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have personal jurisdiction over it and consents to service of process in any manner authorized by California law.

INDEPENDENT CONTRACTOR RELATIONSHIP

CalSTRS and the agents, employees, and subcontractors of CalSTRS, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of Employer.

TERMINATION

The Agreement may be terminated in whole at any time after providing a 60-day written notice to the other party and suggesting a time-line for the termination of services and the relationship that is in compliance with state and federal laws governing deferred compensation plans and protect the interest of the individual participants.

Parties agree that in case of the termination of this contractual relationship, they will work in a cooperative manner to transition services to a new provider.

IN WITNESS WHEREOF, this Service Agreement has been executed this 30 day of April, 2024.

Employer: Novato Charter School

By: Nikki Lloyd

Title: Administrator Officer