BOARD OF DIRECTORS
NOVATO CHARTER SCHOOL
(A California Non-Profit Public Benefit Corporation)
940 C Street, Novato, CA

June 18th, 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.
To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

1. Agendas are available to all audience members at the door to the meeting.

2. Blue "Request to Speak" forms are available to all audience members who wish to speak on any agenda items or under the general category of "Public Comment." Submit your blue forms to the Board Clerk prior to the relevant agenda item.

3. "Public Comment" is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed fifteen (15) minutes. The Board may (a) give direction to staff to respond to a concern, (b) direct that the item be referred to the Director for action or (c) schedule the item on a subsequent agenda.

4. With regard to items that are on the agenda, you may specify that agenda item on your blue request form and you will be given an opportunity to speak for up to five (5) minutes when the Board discusses that item, and total time allotted for agenda items will not exceed twenty (20) minutes.

5. When addressing the Board, speakers are requested to state their name and adhere to the time limits set forth.

Access to Board Materials: A copy of the written materials which will be submitted to the Board may be reviewed by any interested persons on The Novato Charter School'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 emailing mbloom@nusd.org. 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.

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.
We will align our actions to support the faculty and staff in their endeavor to provide a **holistic/developmentally** appropriate education through **creativity and the art of teaching**. We will hold ourselves and each other accountable to arrive at Board meetings prepared and in follow-through of additional responsibilities including committee work outside of meetings.

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- Maintain open, respectful body language and tone of voice when sharing viewpoints.
- Respect the Direct Communication model by bringing any concern first to the person(s) most directly connected or responsible for the topic.
- Offer full listening and attention and lend a benefit of the doubt to each member.
- Honor established agreements and limitations of the board meeting format including:
- Time limits
- Discussion limited only to agenda items (no discussion of non-agendized topics)
- Avoid interrupting others -
- Stay focused on speaker and topic (do not engaging in distracting behavior/side conversations)
- Express gratitude and appreciation whenever/wherever possible.

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.

3. NON AGENDA PUBLIC COMMENT 5 Min. *This is the opportunity for members of the community to speak on topics that are not agendized on tonight's board meeting. Because these are not agendized items the board and staff may not dialog back and forth with you. If you have a specific question that staff may be able to answer, staff may contact you. Should a board member choose to have this placed on a future meeting they may contact staff to do that*.

OPEN SESSION

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.*

BOARD OF DIRECTORS
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June 18th, 2024 5:30 pm
REGULAR MEETING AGENDA

A. Minutes: June 12th, 2024: Staff Recommendation: Approval
B. Handbook 2024-2025 SY: Staff Recommendation: Approval
C. Charter Safe Contract: Staff Recommendation: Approval
D. Approve Employment contract for Justin Tomola to serve as Director and Nikki Lloyd Administrative Officer [Gov. Code 54956(b)]

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

5. BOARD DISCUSSION/ACTION ITEMS

A. 2023-2024 Budget - Review and approval

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

B. 2024-2025 Local Control Accountability Plan - Second review and approval

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

C. Declaration of Need for Fully Qualified Educators for 2024-2025 School Year - Review and approval

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

BOARD OF DIRECTORS
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June 18th, 2024 5:30 pm
REGULAR MEETING AGENDA

D. 2024-2025 LCFF Dashboard Local Indicators Review- Presentation/Discussion
E. 2024 Board Elections results

6. INFORMATION ITEMS: ADMINISTRATIVE REPORTS

A. Enrollment Update
B. Staffing Update for 24-25 School Year
C. NCS Business Services School Year 2024-2025 Update
  a. NCS-NUSD MOU Business Services 24-25
D. Measure G Bond Update on Projects
E. North Bay Children's Center Construction Project Update
F. Soccer Field Improvement Update

CONVENE TO CLOSED SESSION

In accordance with the Brown Act, the Board may convene to closed session to discuss a narrow range of items for which the need for confidentiality takes precedence over the need for a transparent process. The public will be asked to leave the room while the Board is in closed session, and will be invited to return when the closed session has concluded. Prior to the Board convening to closed session, the public will be given the opportunity to comment on closed session agenda items. Following a closed session, there will be a report out in open session of any action taken by the Board.

1. Conference with Legal Counsel Regarding Anticipated Litigation
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2), one
cases

RECONVENE TO OPEN SESSION

PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION

7. NEXT BOARD MEETING 5 Min. Wednesday, August 21st, 2024 at 5:30pm

8. COMMENTS FROM BOARD MEMBERS -
Please email future agenda items to NIloyd@novatocharterschool.org and RLee@novatocharterschool.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, August 18th, 5:30pm, 2024) by Megan Bloom

BOARD OF DIRECTORS
NOVATO CHARTER SCHOOL
(A California Non-Profit Public Benefit Corporation)
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June 12th, 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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- Express gratitude and appreciation whenever/wherever possible.

1. Call Meeting to Order, Roll Call 5 Min.

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

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BOARD OF DIRECTORS
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June 12th, 2024 5:30 pm
Minutes

A. Approve Minutes: May 8th, 2024

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

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1.With respect to every item of business to be discussed in closed session: Public Employee Performance Evaluation (Gov. Code, § 54957, subd. (b)(1)) Title: School Director and Administrative Officer

RECONVENE TO OPEN SESSION

PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION

Report Out - no action taken

5. NEXT BOARD MEETING 5 Min. Tuesday, June 18th, 2024 at 5:30pm

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

7. ADJOURNMENT
The agenda for the next meeting will be publicly posted on www.novatocharterschool.org at least 72 hours prior to the meeting (by Friday, June 14th, 5:30pm, 2024) by Megan Bloom

Employee Handbook

2024-2025

940 “C” Street
Novato, CA 94949
Phone: (415) 883-4254
www.novatocharterschool.org

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK
Please sign/date, tear out, and return to the School, and retain this Handbook for your reference.

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE DIRECTOR.

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee's Signature: _____ Date: _____

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INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Novato Charter School (hereinafter referred to as "NCS" or the "School"). It explains some of our philosophies and beliefs and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. NCS also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy, including the at-will employment policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Director.

Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, and return it to the Director. This will provide the School with a record that each employee has received this Handbook.

The School's Mission

NCS is a Waldorf-based educational community which is committed to the healthy growth and development of the whole child. Through a Waldorf-based curriculum, our teachers nurture the imagination in the early years, building a foundation for abstract thinking, gradually and appropriately challenging the intellect throughout the grades. This philosophy places equal emphasis on a solid academic program, artistic expression, social development and attention to the inner life and natural rhythms of the child.

Our School is committed to creating a healthy community which reflects and supports our common values. We believe that children develop social responsibility and feel a greater sense of significance in a small, supportive environment, which promotes close, long-term relationships with classmates and teachers. In an atmosphere of respectful clear communication, cooperation and parent participation, we believe children flourish and grow to be healthy, capable

contributing human beings.

NCS believes that teaching children to care for and respect the Earth encourages global responsibility and promotes environmentally conscious living. The celebration of seasonal festivals is an integral part of this as children joyously experience the Earth's natural cycles. By reducing or eliminating exposure to electronic media and encouraging a cooperative rather than a competitive milieu, a child's inherent creative and intellectual abilities will naturally unfold. At the heart of this approach is the recognition that teaching must be presented to children in a way which fills them with wonder, reverence and enthusiasm.

NCS functions with a large degree of parental involvement.

The School's Mission Statement

We believe our students will positively impact the world. Our mission is to guide students to discover their individual gifts, build connections with others and foster a love of learning.

School Culture, Agreements, and Other Responsibilities

Respect ~ Collaboration ~ Creativity/Art of Teaching ~ Holistic/Developmental ~ Accountability

For more information about the School's Core Values, please see **Appendix C.**

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

NCS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including reproductive health decision making, pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties

the disability impairs. NCS will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. NCS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Employment At-Will

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered "at-will" employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have "cause" to terminate an employee or otherwise restrict the School's right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School's right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School's policy regarding "at will" employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

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 or her professional capacity or within the scope of his or her employment whom he or 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.

NCS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars ($1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of

that employee's employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Director.

Tuberculosis Testing

All employees of the School must submit written proof from a health care provider of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

Immigration Compliance

NCS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, NCS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.

Certification and Licensure of Instructional Staff

Each of the School's core academic teachers is required to hold a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold. Paraprofessional staff may also be required to document that they meet federal requirements for paraprofessional staff.

It is the responsibility and a condition of continued employment of all instructional staff, including teachers and paraprofessionals to maintain and keep current such certificates, permits or other documentation and provide to the Director no later than the close of business on the first day the employee reports for duty for new employees, and no later than the close of business two days after the School provides the employee with its reasonable assurance of continued employment for the next school year. If an instructional staff employee believes that he or she is assigned to teach in a subject in which he or she does not have subject matter competence, the employee must immediately report the same to Director. Staff members who are required to meet these state and federal certification, expertise, and related requirements must maintain such qualifications as a condition of employment at the School. Nothing in this section is intended to alter the at-will status of the employee's employment.

Professional Boundaries: Staff/Student Interaction Policy

NCS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries

will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

(a) Giving gifts to an individual student that are of a personal and intimate nature.
(b) Kissing of any kind.
(c) Any type of unnecessary physical contact with a student in a private situation.
(d) Intentionally being alone with a student away from the school.
(e) Making or participating in sexually inappropriate comments.
(f) Sexual jokes.
(g) Seeking emotional involvement with a student for your benefit.
(h) Listening to or telling stories that are sexually oriented.
(i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
(j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

a) Giving students a ride to/from school or school activities.
b) Being alone in a room with a student at school with the door closed.
c) Allowing students in your home.

Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

a) Remarks about the physical attributes or development of anyone.
b) Excessive attention toward a particular student.
c) Sending emails, text messages or letters to students if the content is not about school activities

Acceptable and Recommended Staff/Student Behaviors

a) Getting parents' written consent for any after-school activity.
b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
d) Keeping the door open when alone with a student.
e) Keeping reasonable space between you and your students.
f) Stopping and correcting students if they cross your own personal boundaries.
g) Keeping parents informed when a significant issue develops about a student.
h) Keeping after-class discussions with a student professional and brief.
i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
j) Involving your supervisor if conflict arises with the student.
k) Informing your Director about situations that have the potential to become more severe.
l) Making detailed notes about an incident that could evolve into a more serious situation later.
m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
n) Asking another staff member to be present if you will be alone with any type of special needs student. Asking another staff member to be present when you must be alone with a student after regular school hours.
o) Giving students praise and recognition without touching them.
p) Pats on the back, high fives and handshakes are acceptable.
q) Keeping your professional conduct a high priority.
r) Asking yourself if your actions are worth your job and career.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

NCS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. NCS's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including reproductive health

decision making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

NCS does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Director or designee.

When NCS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Director) or the Director or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good fair or participating in an investigation. NCS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

NCS is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term

or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within six (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Director. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
    - Rape, sexual battery, molestation or attempts to commit these assaults and
    - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
    - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
    - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.

- Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.

- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:

  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
  - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
  - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate NCS policy.

Whistleblower Policy

NCS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Drug and Alcohol Free Workplace

NCS is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other NCS stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

Confidential Information

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Director, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Employment of Relatives

Relatives of employees are not eligible for employment with NCS where potential problems of supervision, safety, security, or potential conflicts of interest exist. Relatives include an employee's parent, child, spouse or registered domestic partner, brother, sister, guardian or ward, first cousins, aunt and/or uncle, niece and/or nephew, grandparent or grandchild, corresponding in-law, step, or adoptive relative, or anyone residing in a permanent basis in the home of a concurrent School employee or student, or persons engaged in amorous relationships; an amorous relationship exists when two (2) persons voluntarily have a physical relationship or are engaged in a romantic courtship (e.g. dating or engaged) that may or may not have been consummated..

Related persons currently employed by the School shall immediately disclose all family and personal relationships with other School employees. All persons wishing to be considered for employment with the School shall disclose family and personal relationships with then-current School employees or students.

Smoking

NCS facility is a no smoking facility.

Orientation of Staff

NCS believes that a smooth and thorough orientation of new employees results in a positive integration into the organization's operations and will lead to a more productive and satisfying employment relationship. For this reason, new employees should receive the following documents:

1. Copy of the Employee Handbook for review
2. Written materials explaining the School's purpose and goals; job description; employee evaluation forms
3. IRS W-4 form, and INS I-9 form
4. Benefits information
5. Work related illness/injury form
6. CPS requirement
7. COBRA information

THE WORKPLACE

Employee Classification

The School's employees are classified in the following categories: Exempt, nonexempt, and full-time, part-time or temporary.

Exempt: Exempt employees are those employees with job assignments that meet exemption tests under state and federal law making them exempt from overtime pay requirements. Exempt employees are compensated on a salary basis, not pursuant to overtime pay requirements.

Nonexempt: Nonexempt employees are those employees with job assignments that do not meet exemption tests under state or federal law. Thus, these employees are paid overtime wages for overtime worked in accordance with the law.

Full-Time: Full-time employees are employees in any classified, teaching, or administrative position authorized in the budget and salaried and who are scheduled to work at least 40 hours in a week.

Part-Time: Part-time employees are those employees in any position authorized in the budget who are regularly scheduled to work between twenty (20) and thirty-nine (39) hours in a week and who maintain continuous regular employee status. Regular part-time employees are eligible for benefits on a pro-rata basis and as outlined in the applicable sections of this policy. Subject to applicable law, certain part-time employees may be eligible for health benefits.

Temporary: Temporary employees are those employees who are hired for a limited time period, or for a specific project, and usually are not employed more than 1 month. Part time and temporary employees are not entitled to benefits provided by the School, except as required by law. Independent contractors, consultants, and leased employees (i.e., those working for an employment agency) are not employees of the School and are not eligible for benefits provided by the School. If an employees have any questions about their classification, please consult with the Director.

Professional Experts/Consultants: Persons serving with or without compensation, normally under a contract, providing expertise in a certain field. Such experts/consultants are not employees at NCS. Experts/consultants are not eligible for any employee benefits.

Volunteers: Volunteers are persons who serve the organization without compensation. Volunteers are not eligible for any employee benefits. Depending on the type of work the volunteer may be performing, a TB test and criminal background check may be required.

Work Hours and Schedules

Business hours are normally 8:00 a.m. – 4:00 p.m., Monday through Friday. The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job

requirements. Individual employees' work day and work week will be defined during the hiring process and included in the employment contract and placed in the personnel file by the Director.

Overtime

The School follows all applicable federal and state laws regarding the payment of overtime wages by compensating all nonexempt employees for overtime hours worked. Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary.

For purposes of overtime calculations for nonexempt employees, the School's workweek begins on Monday and ends the following Sunday. The workday begins at midnight and ends the following day at 11:59 p.m. Nonexempt employees will be informed when employees are required to work overtime hours. The School provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

> For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

All overtime hours worked must be preauthorized in writing by the Director.

Only those hours that are actually worked are counted to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked and are therefore not counted in overtime calculations.

Meal and Rest Periods

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and NCS mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Lactation Accommodation

NCS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

NCS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

Attendance and Tardiness

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning.

If it is necessary to be absent or late, employees are expected to telephone the Director and Office Manager as soon as possible but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the Director sufficiently informed of the situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Director will be considered a voluntary resignation from employment.

Time Sheets/Records

By law, NCS is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall keep be required to utilize the School's timesheet system.

Nonexempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card indicates when the employee arrived and when the employee departed. All nonexempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the

workday.

Nonexempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their timesheet or makes an error on the timesheet, the employee must contact the Bookkeeper to make the correction and such correction must be initialed by both the employee and the Bookkeeper.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's timesheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Use of Email, Voicemail and Internet Access

NCS will permit employees to use its email, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.

2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.

3. Employees should not attempt to gain access to another employee's personal file or email or voicemail messages without the latter's express permission.

4. School staff will not enter an employee's email files or voicemail unless there is a business need to do so. NCS has access to all electronic accounts including staff email. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

5. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

Personal Business

NCS's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use School material, time or equipment for personal projects.

Social Media & Parent Communication

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf, unless authorized in writing by the Director;
- Employees are not authorized to publish any proprietary, financial marketing, strategic or other confidential or proprietary information maintained by the School that is clearly defined and does not relate to terms and conditions of employment;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.
- Employees should not make threats of violence or remarks that are obscene, malicious or bullying with relation to the School, students, co-workers, supervisors, parents and/or other School associated persons or entities;
- Employees should not spread rumors or other disparaging statements about the School, co-workers, students, supervisors, parents and/or other School associated persons that the employee knows to be false;
- Nothing in this Handbook is intended to limit an employee's ability to discuss wages, hours, terms and conditions of employment or to their right to self-organize or join labor organizations or any other protected activities under applicable law.
- Employees may contact parents by email or phone calls but must not text with parents.

NCS reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

Participation in Recreational or Social Activities

Employees may participate in activities sponsored by or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and the School disclaims any and all liability arising out of the employee's participation in these activities.

Personal Appearance/Standards of Dress

NCS employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all employees shall adhere to the following standards of dress:

1. Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in dresses or skirts that are no higher than three (3) inches above the knee.

2. Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Director.

3. Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Shorts should be modest in length and should be no higher than three (3) inches above the knee.

4. Skirts and dresses should be no higher than three (3) inches above the knee.

5. All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.

6. Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.

7. Appropriate shoes must be worn at all times.

Employee Development

It is the policy of NCS, within fiscal constraints, to assist employees to increase the effectiveness of their performance in their present positions as well as to encourage employees to obtain skills, knowledge, and abilities which may improve their opportunities for career advancement. Such opportunities may include on-the-job training, courses, seminars, conferences, lectures, meetings workshops and participation in professional and technical associations.

Health and Safety Policy

NCS is committed to providing and maintaining a healthy and safe work environment for all

employees.

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Director any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Student Safety

In accordance with the School's policies providing student safety, including those covering anti-harassment, anti-discrimination, anti-intimidation and anti-bullying, each employee is expected to assist in maintaining a student safe environment. Thus, each employee is required to take immediate steps to intervene when it is safe to do so if the employee witnesses an act of discrimination, harassment, intimidation or bullying of a student. The employee is also required to report such actions to the School Director as soon as practicable.

Security Protocols

NCS has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Director. An employee's desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around workstations that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Director when keys are missing or if security access codes or passes have been breached.

Occupational Safety

NCS is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. NCS's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times. Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.

3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School. (Not Applicable for employees who participate in STRS)

Employees do not pay into State Disability Insurance ("SDI"). However, the School offers disability benefits through a private provider. Unless employees opt out in writing, employees will be automatically enrolled in the School's disability plan.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School will provide the employee with a written notice which describes the wage overpayment and will afford the employee an opportunity to respond before commencing any recoupment action. If the employee disputes the wage overpayment, the School shall initiate a legal action to validate the overpayment before proceeding with recoupment. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period where it will go into effect.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Bookkeeper to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Bookkeeper. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Director and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

Retirement

All certificated employees working more than twenty (20) hours per week at NCS are eligible to participate in the State Teachers' Retirement System (STRS), consistent with applicable law.

All classified (non-teaching) employees working more than twenty (20) hours per week at NCS are eligible to participate in the California Public Employees' Retirement System (PERS), consistent with applicable law.

Paydays

Paydays are scheduled twice a month.If an employee observes any error in his or her check, it should be reported immediately to the administrative manager.

Wage Attachments and Garnishments

Under normal circumstances, NCS will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Director will discuss the situation with the employee.

Medical Benefits

NCS strives to provide the best, most equitable, and cost-effective benefit package for employees.

Eligibility

Subject to applicable law, all regular employees working over 20 hours per week and their dependents, spouses, or domestic partners will be entitled to receive basic health benefits. The contribution amount towards the premium total for medical, dental, and vision benefits paid by NCS on behalf of each employee will be determined annually and will vary depending on the employee's classification and date of hire. Contribution amounts for full-time employees (40 hours per week) will equal $1,250/month. Contribution amounts for part-time employees (20-39 hours per week) hired before January 1, 2022, will be prorated based on the employees' FTE.

Part-time employees hired after January 1, 2022, may enroll in the School's plans but are not eligible for contributions made by NCS.

Full-time employees may complete a waiver, which demonstrates alternative coverage, and receive cash in lieu of benefits payments. Full-time employees hired before January 1, 2022, may receive up to $750/month as cash in lieu of benefits payments. Full-time employees hired after January 1, 2022 may receive up to $200/month in lieu of benefits payments. Part-time employees are not eligible to receive cash in lieu of benefits payments. Benefits and conditions of these policies are contained in descriptive booklets provided by the insurance carriers. Copies of these booklets shall be on file.

When Coverage Starts

Employees will not be eligible for vision reimbursement, dental or health insurance until he/she has completed one (1) calendar month of employment. The start date for benefits will be on the first day of the following month if the start date is between the 1st – 14th, or the first day of the second month after the start date if the start date is the 15th – 31st of the month.

Enrollment forms must be submitted to the Bookkeeper. This form serves as a request for coverage and authorizes any payroll deductions necessary to pay for coverage. If an employee observes an error in their check, the employee should report it to the Bookkeeper immediately.

Policies, provisions, and procedures that govern NCS's benefit program will apply to all eligible employees, unless otherwise provided in a particular benefit plan. Open enrollment or qualifying events are the only times an employee can change/add health carriers.

COBRA Benefits

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period also may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to

thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

NCS will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. NCS will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- NCS stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

Mandatory Training and Meetings

The School will pay nonexempt employees for attendance at mandatory trainings, lectures, and meetings outside of regular working hours. All mandatory trainings, lectures, and meetings will be identified as such. All nonexempt employees must accurately reflect attendance at all mandatory trainings, lectures, and meetings outside of regular working hours on their time records. The School does not pay nonexempt employees for attendance at voluntary trainings. If an employee is unsure about the characterization of an offered training, lecture or meeting, please contact the School Director before attending. Prior approval from the Director is mandatory.

PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

Employee Performance Evaluations are designed to provide feedback to employees. When appropriate, the evaluations may be used in determining compensation, promotion and disciplinary action. Evaluations generally will be conducted in the following manner:

a. A new employee will be evaluated no later than ninety (90) days following the start of school. All other NCS employees shall be evaluated at least once a year, normally before the employee's anniversary date.
b. Performance evaluations shall be done by the Director or designee.
c. Performance evaluations shall be in writing on standardized evaluation forms and discussed with the employee. The employee shall receive a copy of the completed evaluation form.
d. Performance evaluation reports shall be retained in the employee's personnel file and available for review in connection with promotions, salary increases and disciplinary action.
e. An employee not in agreement with a performance evaluation may attach a response to his/her evaluation within seven (7) days of receiving the evaluation.
f. The Board of Directors shall evaluate the performance of the Director before the anniversary of his/her employment date each year, and shall establish procedures for conducting the evaluation.
g. Failure to evaluate an employee pursuant to this policy shall not impair NCS's ability to discipline or release the employee.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Bookkeeper advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect certain documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. NCS will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Director. Only the Director or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited.

However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

HOLIDAYS AND LEAVES

Holidays

NCS calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

Religious Holidays - Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Director. The employee will be paid if the religious holiday is taken as an earned personal necessity day. The employee will not be paid if the religious holiday is taken as a personal leave of absence day.

Employees on any leave of absence do not earn holiday pay.

Unpaid Leave of Absence

Regular employees may request, subject to the sole discretionary approval of NCS, an unpaid leave of absence without pay or employment benefits for a period not to exceed three (3) months. Requests for a leave of absence should be submitted in writing to the Director three (3) months prior to the anticipated date. The leave request must be dated, signed by the employee, and state the reasons, circumstances, duration, and location of the employee during leave. The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specified period.

Upon expiration of a leave of absence, the employee may be reinstated in the position held, or an equivalent one, at the time leave was granted if such a position is available. An employee who fails to report promptly for work at the expiration of a leave of absence, or who applies for and receives unemployment insurance while on leave, will be considered to have voluntarily resigned.

Upon returning from a leave of absence of thirty (30) days or more, the employee's normal anniversary date for performance and pay review will be advanced by the number of days

absent.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins.

Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) or a designated person (i.e., a person identified by the employee at the time the employee requests sick leave) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. Salaried employees shall accrue sick leave at the rate of 1 day per month up to 10 days in a work year. Hourly employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment shall be credited with forty (40) hours of sick leave at the beginning of each work year.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours. Unused sick leave shall carry over each year up to a cap of fifty (50) days. The School does not pay employees in lieu of unused sick leave during employment or at separation from employment. Accrued sick leave may be transferred to STRS/PERS as service credit upon retirement.

If a teacher is ill or otherwise unable to report to work, he/she is required to follow the NCS procedures for calling a substitute.

If an employee is absent longer than five (5) days due to illness, medical evidence of their illness and/or medical certification of their fitness to return to work satisfactory to the School will be required before the School honors any sick pay requests. The School will not tolerate abuse or misuse of an employee's sick leave privilege. If the School suspects abuse of sick leave, the School may require a medical certification from an employee at any time verifying the employee's absence.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA leave in any twelve (12) month period for the purposes enumerated below.

• Employee Eligibility Criteria

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of CFRA where the School must only have at least five (5) employees).

• Events That May Entitle an Employee To FMLA/CFRA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA/CFRA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.

2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).

a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed,

even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.

3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.

4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.

5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

• Amount of FMLA/CFRA Leave Which May Be Taken

1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.

2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.

3. The "twelve month period" in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.

4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School's

business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

• Pay during FMLA/CFRA Leave

1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.

3. If an employee has exhausted his/her sick leave, leave taken under FMLA/CFRA shall be unpaid leave unless the employee qualifies for differential pay, as detailed below.

4. The receipt of sick leave pay will not extend the length of the FMLA or CFRA leave. Sick leave accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

5. Once an employee has exhausted all available paid leave, as applicable, the School offers to full-time certificated employees the ability to receive up to twelve (12) weeks of differential pay during certified FMLA/CFRA leave. Unless the employee agrees in writing with the School not to receive compensation during FMLA/CFRA leave, the employee shall receive compensation from the School which shall not be less than the difference between the employee's salary and the salary paid to a substitute employee/organization, or if no substitute employee/organization is retained, the amount that would have been paid to the substitute had one been retained. Employees are limited to 100 days of differential pay for any qualifying PDL or FMLA/CFRA leave per school year.

• Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time.

The health benefits of employees on FMLA/CFRA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA/CFRA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

NCS may recover the health benefit costs paid on behalf of an employee during his/her FMLA/CFRA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA/CFRA leave; and

2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

• Seniority

An employee on FMLA/CFRA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA leave will return with the same seniority he/she had when the leave commenced.

• Medical Certifications

1. An employee requesting FMLA/CFRA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.

2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate a certification as needed.

3. If the School has reason to doubt the medical certification supporting a leave

because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

• Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Director. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.

2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.

6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is

granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

• Return to Work

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.

2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).

3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

• Employment during Leave

No employee, including employees on FMLA/CFRA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

• Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

• Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or

2. The employee needs to take time off for prenatal care.

• Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

• Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave at the beginning of any otherwise unpaid leave period.

2. The receipt of sick leave pay or disability insurance benefits, will not extend the length of pregnancy disability leave.

3. Sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

4. Once an employee has exhausted all available paid leave, as applicable, the School offers full-time certificated employees the ability to receive up to twelve (12) weeks of differential pay during PDL leave. Unless the employee agrees in writing with the School not to receive compensation during PDL leave, the employee shall receive compensation from the School which shall not be less than the difference between the employee's salary and the salary paid to a substitute employee/organization, or if no substitute employee/organization is retained, the amount that would have been paid to the substitute had one been retained. Employees are limited to 100 days of differential pay for any qualifying PDL or FMLA/CFRA leave per school year.

• Health Benefits

NCS shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) -month period. NCS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.

2. The employee's failure to return from leave is for a reason other than the following:

a. The employee is taking leave under the California Family Rights Act.
b. There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
c. There is a non-pregnancy related medical condition requiring further leave.
d. Any other circumstance beyond the control of the employee.

• Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

• Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications

can result in termination of the leave.

• Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Director. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.

2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:

   a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.

   b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable

steps to provide notice to the employee if and when comparable positions become available during the sixty (60) –day period. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

3. In accordance with NCS policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.

4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

• Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Industrial Injury Leave (Workers' Compensation)

NCS, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Director;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Director; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. NCS, with the help of its insurance carrier

has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.

- All accidents and injuries must be reported to the Director and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.

- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.

- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

NCS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued paid time off as wage replacement during time served, provided such paid time off accrued prior to the leave.

Except for employees serving in the National Guard, NCS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the

employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being release from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

NCS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

In the event of a death in an employee's covered family member, employees may receive five (5) days of paid bereavement leave. A covered family member is defined as an employee's spouse or live-in partner, child, parent, grandparent, sibling or a spouse's parent. Bereavement leave must be utilized within three (3) months of the covered family member's date of death. Bereavement pay will not be used in computing overtime pay. Upon request, an employee may be required to provide documentation of the death of a covered family member.

If additional time is needed, leave without pay may be arranged at the discretion of the Director.

Bereavement leave of one (1) day with pay shall be granted with Director approval for any death of significance to the employee that is not covered in the immediate family definition.

Reproductive Loss Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave. Reproductive loss leave shall not be used in computing overtime pay.

Jury Duty or Witness Leave

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all nonexempt

employees, the School will pay for up to three (3) days if an employee is called to serve on a jury.

The employee must notify his/her supervisor immediately if a notice is received to report for jury duty. When reasonable advance notice is given, the employee may use his three (3) personal necessity days described in herein. If jury service extends beyond fifteen (15) days, the employee may submit a request for an unpaid leave of absence.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Director at least two (2) days' notice.

School Appearance and Activities Leave

As required by law, NCS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of NCS, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a twelve (12) month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the

Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow. Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Victims of Abuse Leave

NCS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime.

Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide NCS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide NCS one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.

2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.

3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, NCS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Director.

Time Off for Adult Literacy Programs

The School will reasonably accommodate and assist any employee who reveals a problem of illiteracy and requests employer assistance in enrolling in an adult literacy education program. Employees will be required to bear the cost associated with enrollment in an adult literacy education program, but the School will assist the employee by providing the locations of local literacy education programs. The School may also arrange for a literacy education provider to visit the School.

An employee who wishes to reveal a problem of illiteracy and requests School assistance should contact the Director. The School will take all reasonable steps to safeguard the employee's privacy.

Time Off to Serve as Election Official

Any employee who serves as an election official is eligible for unpaid leave on election day for purposes of service. Employees should notify the Director of their commitment to act as election official as far in advance as possible

Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Director thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the Director.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Unprofessional conduct.
3. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
4. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
5. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
6. Fighting or instigating a fight on School premises.
7. Violations of the drug and alcohol policy.
8. Using or possessing firearms, weapons or explosives of any kind on School premises.
9. Gambling on School premises.
10. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
11. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record the clock card.
12. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
13. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
14. Excessive absenteeism or tardiness excused or unexcused.
15. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
16. Immoral or indecent conduct.
17. Conviction of a criminal act.
18. Engaging in sabotage or espionage (industrial or otherwise)
19. Violations of the sexual harassment policy.
20. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.

21. Sleeping during work hours.
22. Release of confidential information without authorization.
23. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
24. Refusal to speak to supervisors or other employees.
25. Dishonesty.
26. Failure to possess or maintain the credential/certificate required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. NCS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Discipline

Violation of the School's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions or termination. The

School's disciplinary system is informal and the School may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon the first offense. Nothing in this policy is intended to alter the at-will status of employment.

Termination of Employment

Either the employee or the School may terminate the employment relationship at any time, with or without prior notice and with or without cause. While it is not required, the School requests that employees electing to resign to give as much advance notice as possible (preferably two weeks) to allow the School to plan for their departure.

If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

References

All requests for references should be made to the Director and all employment verifications must be promptly directed to the Bookkeeper. When contacted for a reference or employment verification, the School will only provide information concerning dates of employment and the title of the last position held. Other employees may not provide any employment verifications or act as a reference for any other employees.

INTERNAL COMPLAINT REVIEW POLICY

The purpose of the "Internal Complaint Review Policy" is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Director or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School's "Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation."

Internal Complaints
(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Director or designee:

1. The complainant will bring the matter to the attention of the Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Director or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Director, the complainant may file his or her complaint in a signed writing to the Chairman of the School's Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board Chairman or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees
(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Director or Board Chairman (if the complaint concerns the Director) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Director (or designee) shall abide by the following process:

1. The Director or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Director (or designee) finds that a complaint against an employee is valid, the Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors of the School. The decision of the Board of Directors shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Director) or the Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

NCS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

APPENDIX A
HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the Principal or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

NCS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:

_____

_____

List any witnesses that were present:

_____

Where did the incident(s) occur?

_____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____
_____
_____
_____
_____
_____
_____

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Date: _____ Signature of Complainant _____

Print Name _____

Received by: Date: _____

APPENDIX B
INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged: _____

Incident(s):_____

Name of Person(s) you have a complaint against:

_____

List any witnesses that were present:

_____

Where did the incident(s) occur?

_____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____
_____
_____
_____
_____
_____

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Date: _____ Signature of Complainant _____

Print Name _____

To be completed by School:

Received by: _____ Date: _____

Updated: May 31, 2024 **Appendix C**

Info for New Faculty – Reminder for Returning Faculty!

Our shared Core Values:
*Respect * Holistic/Developmental * Creativity and the Art of Teaching * Collaboration * Accountability*

One Voice! Many Tones!

- There are NO DUMB QUESTIONS – except for those you don't ask! – please ask for clarification/help and most importantly support as needed.
- **Mentors – Please go over this doc with your Mentees at the start of the year.**
- **Everyone – Please review this doc and refer to it during the year.**

General Agreements:

- School Culture
    - Let every action display our Core Values
        - Direct Communication
        - Be Positive! Proactive! Solution-focused!
        - Student Support Team – Know what it is, how to use it to work with students
            - Social Inclusion – How we support social interactions
            - Discipline/Guidance – Restorative
            - Learning Support/Care
- Curriculum – We are a public charter school using a Waldorf Curriculum
    - Be in touch with what this means in the daily work with the children
    - Refer to Alliance Common Core State Standards document (password protected)
    - Utilize MTSS (MultiTiered System of Support) RtI (Response to Intervention), the SST (Student Support Team)
    - Homework Policy – Please review, and adhere to, Homework Policy
- Gender Identity Issues/Support – Please refer to Gender Spectrum work and please do NOT separate students by gender unless otherwise discussed with faculty. Please avoid referring to

students as “girls” or “boys.” Instead use “children” or “students” or “x graders.”

- Read Admin Memo for new information every Friday
- Communication
    - Utilize Direct Communication and support others to do so as well
    - Email etiquette
        - Be mindful to prevent email fatigue
        - Use BCC at all times when emailing groups of parents and also use whenever possible when emailing groups of colleagues
        - Best for informational communication vs. substantive topics
        - Email is not to be used by families to send out whole class messages – parents may ask you to send out group messages via your Monday Letters
- Monday Letters go to families each week.
    - Include all faculty and staff in your sender list
    - Include a parent ed component
    - Include upcoming dates
- Parent Evenings - Our agreement is all PE’s are 6:30-8:00 pm
    - Schedule before school year starts-put on the calendar, let parents know
    - NO CHANGES without talking to Director and Office Manager
    - Follow three fold rhythm: artistic, “study” = parent ed, business
- Dress
    - Professionally, refer to NCS Staff Handbook
    - Wear your green vest whenever outside for recess supervision
- Attendance
    - 8-4 is general school hours for full-time faculty
    - 8-1pm is Minimum day for students (teachers/full time staff still work a full day 8-4pm)
    - Let Office know if you need to leave early/step off campus and sign in/out
    - When absent, arrange for sub in sub system, email Director and office manager
    - Please have sub folder prepared by the 1st day of school
    - Other: All full-time Faculty is expected to attend:
        - Gratitude Day (Saturday, 9-3 in August)
        - Parent Evenings, all school & grade relevant (throughout the year)
        - Back To School Night (Thursday evening in September)
        - Fall Festival (Friday in October)
        - Alliance Conference - TBD
        - Enchanted Garden (Saturday evening in March)
        - 8thGrade Project Night (Thursday evening in April) or 8thGrade Promotion (Thursday evening in June)

- Spring Festival (Saturday am in May)
- Specific to Grade level:
  - 4th Grade String Info Night (4th Grade only, Thursday evening August)
  - Winter Spiral (K-2nd Grade Teachers, Friday evening in December)
  - 4th & 5th Grade Concert (one in January, one in May)
  - Middle School Concerts (MS teachers attend, one in December and May
    - Class Trips
    - MS Movement Field Trips

- Student Conduct Expectations/Discipline
  - NCS Discipline Policy – all documents available on G Suite Drive
    - Behavior Slips
    - Behavior Report and Action Plan (based on Restorative Discipline)
- Student Injuries – more than scrapes, etc. (Scrapes please use band aids in classroom. ○ Send child to office in case of serious injury and for head injuries
  - Complete a Student Accident Report asap
  - Notify parent (if office has not)
- Parking
  - Please park in spaces on the perimeter of lot-keeping center open for parents
- Visitors on Campus during School Hours (including parents) must check in/out at the office. All campus visitors must wear a visitor badge. This includes parents coming to pick up/drop off a child (outside of drop off/dismissal times) or drop off items. The office staff will go to the classroom to collect the student. Remind students to collect delivered items from the office during a break time.
- Recycle/Garbage/Compost
  - Goal = Recycle + compost AMAP (as much as possible!)
  - Educate children on how and why
- Dismissal
  - Grades 1-8 – please have classes at dismissal area by 2:55 on M, T, W , and F and 1:00 on Thurs (3:01 = late, 1:01 = late)-teachers supervise students during dismissal until all of their students have left school, or have been taken to the office
  - All full-time faculty comes out to support dismissal from 3 – 3:15
- Safety Preparedness
  - Please take radio/red backpacks wherever you go with students (including recess) ○ Cell Phones – Please carry your cell phone on you at all times for emergency situations kept in

sleep or silent mode. Our EP protocol suggests keeping them on you at all times for making outgoing emergency calls, not for incoming. Please keep them tucked away to not distract/interfere with attention on children and curriculum. You are welcome to use cell phones in the office or in your classroom when students are not there. For campus-wide emergency notification, we will use the alarm system, or walkie-talkies, or the school PA.

- Performance/Play etiquette – Remind parents to turn off cell phones
    - Music concerts/assemblies
        - School photographers take pics
        - All others take from back/side
    - Play performances
        - 1st- 4thGrades – no photo/video during performances
        - 5th -8thGrades – 1 parent (identified by teacher) to take video/photography during evening performances
    - Please remember to send out photography/ videography protocol to parents at the start of the play block. Remind parents leading up to play and again at the play.
- Classroom Supplies
    - We do not ask students to purchase school supplies or to bring them from home. All school supplies are either re-used from previous years or purchased by the school. ○ Teachers request that students don't bring personal school supplies from home in order to prevent classroom inequities.
    - We also do not ask families to pay for field trip expenses.
    - Classroom supplies and field trip expenses are mostly funded by the "Class Fund." Novato Charter Foundation ask every family for a voluntary contribution to the class fund each year.
- Field Trips
    - Teachers (not parent field trip coordinator) make car and sleeping groups
    - Obtain required documents from the office well in advance of the trip
    - All drivers must be cleared through the District
    - All chaperones and volunteers must be fingerprinted
- Class Treat Agreements
    - Kindergartens - no outside treats
    - 1st- 4th– fruit only
    - 5th- 8th, no more than 1 x month, fruit popsicles or home-baked treats
    - Please finish ALL treats before students leave for the day (NO popsicles/treats in dismissal area/at dismissal time
- Student Personal Items
    - K - 4th – Students are not allowed to bring personal items to school, such as toys,

games, etc.

- 5th - 8th – Students are not allowed to bring personal items to school, except for educational activities under the teacher's discretion.

- Meeting with new families and saying goodbye to students leaving the class. ○ We want to educate the new families to confirm that this is the right place for them to be.
  - Get to know the families.
  - Set up a good relationship with the new student.
  - Always take care of "welcoming and leave-taking." Include an appropriate farewell to any students who are leaving both in the classroom and in your Monday letter. Provide a warm welcome to new students both in the classroom and in your Monday letter.
- Potluck Parties
  - No on campus after school potluck parties with students. (off campus okay)
- End of the Year Classroom Cleaning
  - Students should do most of the cleaning. You may bring in parent volunteers to supervise students.
- Technology in the Curriculum
  - K - 4th– No computers, technology used in classrooms (with exception of computers used in mandatory state testing)
  - 5thGrade – Word processing and keyboarding is introduced and practiced on Chromebooks
  - Middle School – Chromebooks to be charged by students at home and brought to school each day.
  - Professional Boundaries & Technology
    - Do not meet alone with an individual student - if you must talk privately with a student, either leave your door wide open or meet in an outdoor location.
    - With Students –
      - No texting/social media connections
    - With Families –
      - Texting only for needed situational info (ie field trips)

RESOLUTION OF BOARD OF DIRECTORS OF THE NOVATO CHARTER SCHOOL
JOINING THE CALIFORNIA CHARTER SCHOOLS
JOINT POWERS AUTHORITY, DBA CHARTERSAFE

WHEREAS, it is in the best interests of the Novato Charter School ("School") to establish a joint powers agency to administer programs for group purchasing, financing, risk management, insurance, self-insurance, and risk sharing; and

WHEREAS, the joint powers authority will offer significant advantages to the School in terms of cost, liability protection and services; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Novato Charter School:

1. The Novato Charter school agrees to join the California Charter Schools Joint Powers Authority (CCS-JPA, DBA CharterSAFE) and

2. Application for a certificate of consent to self-insure for workers compensation insurance to be submitted to the Department of Industrial Relations is hereby authorized, as necessary for the School to participate in the workers compensation self-insurance program of the Authority.

3. The School Administration is hereby authorized to execute any and all documents as necessary to carry out the purposes of this Resolution.

4. That the Clerk /Secretary is directed to certify a copy of this Resolution and to forward the same, together with a copy of the executed joint powers agreement, to the California Charter Schools Joint Powers Authority.

PASSED, APPROVED AND ADOPTED this 18 day of June 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Chair/President

ATTEST:

_____
Clerk/Secretary

017.240654.1

Novato Charter School

2024-25 Budget Report and Multi-Year Projection

Board Adoption: June 18, 2024 Board Meeting

Rev01 6/13/24

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Novato Charter School — Revenue Detail

2023-24 Year End Estimate

Description	Object Code	2020-21 Actuals	2021-22 Actuals	2022-23 Actuals	2023-24 2nd Int	2023-24 YE Est	Var ($) YE vs 2nd I
A. REVENUES	ADA	263.26	259.07	256.94	259.08	258.53	(0.55)
1. LCFF Sources							
State Aid - Current Year	8011	844,320	734,426	984,690	1,084,494	1,081,968	(2,526)
EPA State Aid - Cur Yr	8012	373,882	469,561	97,593	289,258	130,660	(158,598)
State Aid - Prior Years	8019	4,407	(8,631)	8,592	-	-	-
In-Lieu of Property Taxes	8096	989,194	1,086,074	1,546,463	1,504,757	1,659,546	154,789
Other LCFF Transfers	8091,97	-	10,465	-	-	-	-
Total LCFF Sources		2,211,803	2,291,895	2,637,338	2,878,509	2,872,174	(6,335)
Memo: LCFF/ADA			*8,847*	*10,264*	*11,111*	*11,110*	*(1)*
2. Federal Revenues							
Special Education - Federal	8181-82	35,711	48,407	38,317	34,580	42,762	8,182
Federal Mental Health	8181-82	-			3,034	3,281	247
COVID CRF (3220)	8290	71,997					-
COVID GEER (3215)	8290	12,880					-
AB86 - ESSER II (3216)	8290		22,565				-
AB86 - GEER II (3217)	8290		5,179				-
AB86 - ESSER III (3218)	8290		14,709				-
AB86 - ESSER III LL (3219)	8290		25,357				-
Total Federal Revenues		120,588	116,217	38,317	37,614	46,043	8,429
3. Other State Revenues							
State Special Education	8792	165,418	185,235	218,900	228,009	229,420	1,411
ERMHS (SpEd)	8590	2,633	-	16,147	20,792	20,607	(185)
State Lottery Unres	8560	44,100	45,638	52,733	45,857	45,857	-
State Lottery Prop20/Restr	8560	19,435	21,135	25,811	18,654	18,654	-
State Lottery Unres - PY	8560	(574)	1,864	6,792	3,519	3,519	-
State Lottery Prop20/Restr - PY	8560	(580)	729	3,804	3,904	3,904	-
Mandated Block Grant	8590	4,439	4,531	4,751	5,076	5,076	-
CAASPP Testing / ELPAC	8590	827		173	760	760	-
Exp Lrng Opp Program (2600)	8590		50,000	-	50,000	50,000	-
- ELOP Pr/Cur Yr (Refund to State)	8590			(50,000)		-	-
Prop 28 Arts & Music (tbd)	8590			-	31,826	31,826	-
SpEd Lrng Recovery (6537)	8590		15,402	-	-	-	-
SpEd Alt Dispute Res (6536)	8590		3,440	-	58,847	58,847	-
One Time Discr - May Revise	8590	-	-				-
Lrng Rec Blk Grnt (7435)	8590			62,591	4,484	4,484	-
Arts,Msc,IM Blk Grnt (6762)	8590			162,868	3,565	3,565	-
21-22 HH-Decl Enr Prot	8590			37,038			-
Prop 39 Closeout	8590	(51,713)	-	-	-	-	-
COVID Prop 98 (7420)	8590	18,845	-	-	-	-	-
In-Person Instruction (7422)	8590	73,538	11,179	-	-	-	-
Expanded Learning Opp (7425)	8590	70,153	(38)	-	-	-	-
Expanded Learning Opp (7426)	8590	15,235	90	-	-	-	-
Educator Eff: FY21-26 (6266)	8590		43,484	-	-	-	-
Univ PreK Planning Grant (6053)	8590		53,258	36,135			-
Adj for Unearned Rev (ELOP/EE/Pr28)	8590						-
Total Other State Revenues		361,756	435,947	577,743	475,293	476,519	1,226
4. Other Local Revenues							
Foundation Grants	8699	110,000	-	140,000	230,000	230,000	-
Interest Income	8660	4,435	334	11,399	20,000	28,000	8,000
Class Fund Grants	8690			72,388	126,000	74,461	(51,539)
Misc Revenue	8699	822	7,060	13,911	8,000	8,000	-
PPP Proceeds (Spec)	8699		354,502	-	-	-	-
Total Local Revenues		115,258	361,896	237,698	384,000	340,461	(43,539)
5. TOTAL REVENUES		2,809,404	3,205,955	3,491,096	3,775,416	3,735,197	(40,219)
Memo: LCFF Supplemental Revenue (RTI)		47,939	56,334	68,610	81,474	81,474	-
Memo: One-Time Funding (All Sources)		210,935	549,127	298,632	66,896	66,896	

Novato Charter School

Board Financial Report

2023-24 Year-End Estimate

Description	Object Code	2018-19 Actuals	2019-20 Actuals	2020-21 Actuals	2021-22 Actuals	2022-23 Actuals	2023-24 2nd Int	2023-24 YE Est	Var ($) YE vs 2nd I
A. REVENUES	ADA	262.07	263.26	263.26	259.07	256.94	259.08	258.53	(0.55)
1. LCFF Sources									
State Aid - Current Year	8011	774,804	874,271	844,320	734,426	984,690	1,084,494	1,081,968	(2,526)
EPA State Aid - Cur Yr	8012	228,451	219,278	373,882	469,561	97,593	289,258	130,660	(158,598)
State Aid - Prior Years	8019		(126)	4,407	(8,631)	8,592	-	-	-
In-Lieu of Property Taxes	8096	1,128,464	1,117,691	989,194	1,096,539	1,546,463	1,504,757	1,659,546	154,789
Other LCFF Transfers	8091,97								
Total LCFF Sources		2,131,719	2,211,114	2,211,803	2,291,895	2,637,338	2,878,509	2,872,174	(6,335)
2. Federal Revenues									
Special Education - Federal	8181			35,711	48,407	38,317	34,580	42,762	8,182
Federal Mental Health	8181						3,034	3,281	247
Other Federal Rev (CARES/AB86)	8290			84,877	67,810				-
Total Federal Revenues		-	-	120,588	116,217	38,317	37,614	46,043	8,429
3. Other State Revenues									
Special Education - State	8792			165,418	185,235	218,900	228,009	229,420	1,411
State-One-Time (COVID/Discretionary)				177,771	30,073	298,632	8,049	8,049	-
ELOP (20/21=Prop39)	8590		*	(51,713)	50,000	(50,000)	50,000	50,000	-
All Other State Revenues	85xx	107,965	67,990	70,279	170,639	110,211	189,235	189,050	(185)
Total Other State Revenues		107,965	67,990	361,755	435,947	577,743	475,293	476,519	1,226
4. Other Local Revenues									
All Other Local Revenues	86xx	320,642	255,646	115,258	361,896	237,698	384,000	340,461	(43,539)
Total Local Revenues		320,642	255,646	115,258	361,896	237,698	384,000	340,461	(43,539)
5. TOTAL REVENUES		2,560,325	2,534,750	2,809,404	3,205,955	3,491,096	3,775,416	3,735,197	(40,219)
B. EXPENDITURES									
1. Certificated Salaries									
Certificated Teachers	1100	758,214	755,020	978,716	1,074,178	1,095,722	1,302,392	1,290,071	(12,321)
Certificated Pupil Support	1200	-	-	30,005	1,955	42,428	75,895	76,608	713
Certificated Administrators	1300	121,277	124,503	210,715	245,215	260,680	262,615	262,615	-
Other Certificated Salaries	1900	-	-	-	-	-	-	-	-
Total Certificated Salaries		879,491	879,523	1,219,436	1,321,348	1,398,829	1,640,903	1,629,294	(11,608)
2. Non-certificated Salaries									
Non-certificated Teachers/Aides	2100	258,937	267,443	197,744	210,254	248,609	241,087	238,856	(2,231)
Non-certificated Support	2200	35,088	-						-
Non-certificated Administrators	2300	70,000	71,750	44,931	-	-	-	-	-
Clerical and Office	2400	121,578	131,205	155,072	162,146	184,130	219,614	219,926	312
Other Non-certificated	2900	702	14,104	-	6,855	-	-	-	-
Total Non-certificated Salaries		486,304	484,502	397,748	379,255	432,739	460,701	458,782	(1,919)
3. Employee Benefits									
STRS	3100	139,934	143,889	181,379	208,838	238,985	290,849	288,458	(2,391)
PERS	3200	74,668	84,000	80,930	101,641	125,379	143,864	143,633	(231)
Soc Security / Medicare	3300	43,652	44,489	45,345	50,664	55,756	61,605	61,305	(300)
Health and Welfare Benefits	3400	141,166	136,002	147,391	184,198	187,183	205,951	193,672	(12,279)
Unemployment Insurance	3500	1,714	1,438	841	8,683	9,219	1,786	1,778	(8)
Workers' Comp Insurance	3600	24,531	21,000	22,866	22,498	19,363	22,089	21,947	(142)
Total Employee Benefits		425,665	430,818	478,752	576,522	635,884	726,144	710,793	(15,351)
Memo: Total Salary and Benefits		1,791,459	1,794,843	2,095,936	2,277,124	2,467,453	2,827,748	2,798,869	(28,879)
- % of Total Expenditures		**72.3%**	**71.4%**	**81.0%**	**79.6%**	**75.1%**	**74.4%**	**74.9%**	

Description	Object Code	2018-19 Actuals	2019-20 Actuals	2020-21 Actuals	2021-22 Actuals	2022-23 Actuals	2023-24 2nd Int	2023-24 YE Est	Var ($) YE vs 2nd I
4. Books and Supplies									
Textbooks/ Core Curricula	4100	-	-	-	-	-	-	-	-
Books and Other Reference Matls	4200	1,177	1,229	6,137	1,874	4,325	6,000	1,601	(4,399)
Materials and Supplies	4300	35,610	31,197	47,682	80,883	78,450	82,650	62,543	(20,107)
Noncapitalized Equipment	4400	13,787	4,564	52,290	6,694	45,913	33,240	22,110	(11,130)
Food	4700	-	2,033	-	-				-
Total Books and Supplies		50,575	39,023	106,109	89,451	128,688	121,890	86,254	(35,636)
5. Services and Other Operating Exp									
Subagreements for Services	5100	-	-	-	-	-	-	-	-
Training and Conferences	5200	14,795	8,652	16,954	28,925	30,160	31,000	30,966	(34)
Dues and Memberships	5300	6,569	3,824	6,863	3,483	3,504	3,560	3,536	(24)
Insurance	5400	11,109	12,824	14,938	15,072	17,245	18,586	18,586	-
Ops and Housekeeping Svcs	5500	48,186	104,647	83,823	91,017	102,202	115,975	101,415	(14,560)
Rentals, Leases, Repairs	5600	74,249	65,007	29,612	35,385	65,263	63,632	66,357	2,725
Prof Svcs/Operating Expenses	5800	51,872	54,966	120,890	201,185	288,442	311,269	369,330	58,061
• SpEd (Marin SELPA Exc Cost)	5800	314,558	323,995	-	-	-	-	-	-
• ELOP (20-22=Prop39)	5800	12,008	1,145	-	-	-	50,000	50,000	-
• Class Funds - Op Exp (FT)	5800					45,204	96,100	50,826	(45,274)
Communications/Systems	5900	8,327	8,290	9,061	11,851	13,357	18,028	17,963	(65)
Total Svcs/ Other Op Exp		541,672	583,350	282,141	386,918	565,378	708,150	708,979	828
6. Capital Outlay									-
Depreciation Expense	*6900*	30,312	30,312	30,312	30,312	35,888	40,253	40,253	-
Total Capital Outlay		30,312	30,312	30,312	30,312	35,888	40,253	40,253	-
7. Other Outgo									
District Oversight/Admin Fees	73xx	63,303	64,583	72,137	78,275	90,058	102,746	101,409	(1,337)
Total Other Outgo		63,303	64,583	72,137	78,275	90,058	102,746	101,409	(1,337)
8. TOTAL EXPENDITURES		2,477,320	2,512,110	2,586,636	2,862,078	3,287,464	3,800,787	3,735,764	(65,023)
C. EXCESS / (DEFICIENCY) OF REV OVER BEFORE OTHER FINANCING SOURCES		83,005	22,640	222,768	343,877	203,632	(25,371)	(567)	24,804
F. FUND BALANCE, RESERVES									
1. Beginning Fund Balance									
a. As of July 1	9791	717,971	800,976	823,616	1,046,385	1,390,260	1,540,708	1,540,708	-
b. Adjustments to Beginning Bal	97xx	*			AudAdj ->	(53,185)			-
c. Adjusted Beginning Balance		717,971	800,976	823,615	1,046,385	1,337,076	1,540,708	1,540,708	-
2. Ending Fund Balance/Net Position, June		800,976	823,616	1,046,385	1,390,260	1,540,708	1,515,337	1,540,141	24,804
3. Components of Ending Net Position (Ac									
a. Net Investment in Capital Assets	9796	457,062	426,750	396,438	512,711	669,297	621,199	652,673	31,474
b. Restricted - Fed/State	9797			69,432	72,566	174,494	5,766		(5,766)
b. Restricted-Local	9797				100,000				-
c. Unrestricted Net Position	9790	343,914	396,866	580,515	704,984	696,917	888,372	887,468	(904)
Memo: % of Total Exp [Goal: > 17%]		13.9%	15.8%	22.4%	24.6%	21.2%	23.4%	23.8%	0.4%
# Mos Avg Exp [Goal > 2.00]		1.67	1.90	2.69	2.96	2.54	2.80	2.85	0.05

Memo 1: Comparison vs Adopted Budget				
Adopted Budget Amounts	Surplus / Deficit	99,005	(44,172)	
	Unr End Fund Balance	685,017	778,485	
	% Total Expenditures	21.0%	21.3%	
Variances: Revised vs Adopted Bud	Surplus / Deficit	104,627	43,605	
	Unr End Fund Balance	11,899	108,983	
	% Total Expenditures	0.2%	2.4%	pts

	Actual [-1)]						Budget	Projection [-3)]	
Enrollment Actual/Projection[-1)]:	18-19	19-20	20-21	21-22	22-23	23-24	24-25	25-26	26 + [-4)]
K/TK (2-yr)	20	22	22	17	20	20	20	16	16
K (1-yr)	29	28	28	28	28	28	28	28	28
1	28	28	28	28	28	28	28	28	28
2	28	28	28	28	28	28	28	28	28
3	28	28	28	28	28	29	28	28	28
4	30	28	28	28	28	28	28	28	28
5	28	29	26	28	*27*	28	28	28	28
6	28	26	30	23	*26*	26	27	27	27
7	26	27	25	27	*26*	25	26	26	26
8	26	26	27	26	27	26	26	26	26
Tot Enrollment	271	270	270	261	266	266	267	263	263

Actual/Projected ADA Rate [-2)]	96.76%	97.45%	n/a	97.51%	96.58%	97.74%	97.30%	97.30%	97.30%
ADA Actual/Estimate: [-2)]			19-20 P2						
TK (22 -)				19.69	18.65	19.38	19.46	15.57	15.57
TK-3 [K-3 (22 -)]	128.36	130.47	130.47	109.37	107.62	109.82	108.98	108.98	108.98
4-6	83.02	81.42	81.42	78.39	79.24	79.71	80.76	80.76	80.76
7-8	50.65	51.37	51.37	51.62	51.43	49.62	50.60	50.60	50.60
	262.03	263.26	263.26	259.07	256.94	258.53	259.80	255.91	255.91

ADA - LCFF Assumptions		18-19	19-20	20-21	21-22	22-23	23-24	24-25	25-26	25-26
Enrollment (CalPADS Fall 1)		271	270	270	261	266	266	267	263	263
Unduplicated Pupil #		29	28	33	40	36	42	40	39	39
- UPP% (One-Yr)		10.70%	10.37%	12.22%	15.33%	13.53%	15.79%	14.98%	14.83%	14.83%
ADA	TK-3	128.36	130.47	130.47	129.06	126.27	129.20	128.44	124.55	124.55
	4-6	83.02	81.42	81.42	78.39	79.24	79.71	80.76	80.76	80.76
	7-8	50.65	51.37	51.37	51.62	51.43	49.62	50.60	50.60	50.60
Total ADA - LCFF		262.03	263.26	263.26	259.07	256.94	258.53	259.80	255.91	255.91
Change/Variance:	Total ADA vs Pr Yr				-4.19	-2.13	1.59	1.27	-3.89	0.00
	% vs Pr Yr				-1.59%	-0.82%	0.62%	0.49%	-1.50%	0.00%

Note 1: Enrollment is as of CalPADS Census Day. Average Enrollment for P-2 23-24 was 264.51

Note 2: Actuals are from P-2 reporting

Note 3: TK/K Mixed classroom student-to-adult ratio is set by the state to decrease from 12:1 (24 class size) to 10:1 (20 class size) effective 2025-26. Plan for 25-26 forward is for one K class (24 students) and one mixed TK/K class (20 students)

Note 4: 2027-29 is projected to be the same as the prior year

Novato Charter School — 2024-25 Adopted Budget & MYP — Revenue Detail

Description	Object Code	2020-21 Actuals	2021-22 Actuals	2022-23 Actuals	2023-24 YE Est	3-Yr MYP 2024-25 7/1 Bud	3-Yr MYP Var ($) 7/1 vs PY	3-Yr MYP 2025-26 MYP	3-Yr MYP 2026-27 MYP	2027-28 5-Yr	2028-29 5-Yr
A. REVENUES	ADA	263.26	259.07	256.94	258.53	259.80	1.27	255.91	255.91	255.91	255.91
1. LCFF Sources											
State Aid - Current Year	8011	844,320	734,426	984,690	1,081,968	1,097,219	15,251	1,101,806	1,133,933	1,171,100	1,209,628
EPA State Aid - Cur Yr	8012	373,882	469,561	97,593	130,660	140,814	10,154	157,428	198,003	224,786	271,986
State Aid - Prior Years	8019	4,407	(8,631)	8,592	-	-	-				
In-Lieu of Property Taxes	8096	989,194	1,086,074	1,546,463	1,659,546	1,677,435	17,889	1,686,073	1,702,277	1,738,202	1,755,584
Other LCFF Transfers	8091,97	-	10,465	-	-	-	-				
Total LCFF Sources		2,211,803	2,291,895	2,637,338	2,872,174	2,915,468	43,294	2,945,307	3,034,213	3,134,088	3,237,198
Memo: LCFF/ADA			*8,847*	*10,264*	*11,110*	*11,222*	*112*	*11,509*	*11,857*	*12,247*	*12,650*
2. Federal Revenues											
Special Education - Federal	8181-82	35,711	48,407	38,317	42,762	37,240	(5,522)	37,380	36,820	36,820	36,820
Federal Mental Health	8181-82	-			3,281	3,034	(247)	3,048	3,151	3,206	3,311
COVID CRF (3220)	8290	71,997					-				
COVID GEER (3215)	8290	12,880					-				
AB86 - ESSER II (3216)	8290		22,565				-				
AB86 - GEER II (3217)	8290		5,179				-				
AB86 - ESSER III (3218)	8290		14,709				-				
AB86 - ESSER III LL (3219)	8290		25,357				-				
Total Federal Revenues		120,588	116,217	38,317	46,043	40,274	(5,769)	40,428	39,971	40,026	40,131
3. Other State Revenues											
State Special Education	8792	165,418	185,235	218,900	229,420	233,015	3,595	236,251	243,528	251,564	259,840
ERMHS (SpEd)	8590	2,633	-	16,147	20,607	20,930	323	21,221	21,875	22,597	23,340
State Lottery Unres	8560	44,100	45,638	52,733	45,857	45,985	128	45,296	45,296	45,296	45,296
State Lottery Prop20/Restr	8560	19,435	21,135	25,811	18,654	18,706	52	18,426	18,426	18,426	18,426
State Lottery Unres - PY	8560	(574)	1,864	6,792	3,519		(3,519)				
State Lottery Prop20/Restr - PY	8560	(580)	729	3,804	3,904		(3,904)				
Mandate Block Grant	8590	4,439	4,531	4,751	5,076	5,186	110	5,365	5,448	5,627	5,812
CAASPP Testing / ELPAC	8590	827		173	760	760	-	760	760	760	760
Exp Lrng Opp Program (2600)	8590		50,000	-	50,000	50,000	-	50,000	50,000	50,000	50,000
- ELOP Pr/Cur Yr (Refund to State)	8590			(50,000)	-	-	-	-	-	-	-
Prop 28 Arts & Music	8590			-	31,826	31,237	(589)	31,192	30,688	30,688	31,698
Adj for Deferred/Unearned Rev	8590					(31,237)	(31,237)	(31,192)	62,429		
SpEd Lrng Recovery (6537)	8590		15,402	-	-	-	-				
SpEd Alt Dispute Res (6536)	8590		3,440	-	58,847		(58,847)				
One Time Discr - May Revise	8590	-	-				-	-	-	-	-
Lrng Rec Blk Grnt (7435)	8590			62,591	4,484		(4,484)				
Arts,Msc,IM Blk Grnt (6762)	8590			162,868	3,565		(3,565)				
21-22 HH-Decl Enr Prot	8590			37,038			-				
Prop 39 Closeout	8590	(51,713)	-	-	-	-	-				
COVID Prop 98 (7420)	8590	18,845	-	-	-	-	-				
In-Person Instruction (7422)	8590	73,538	11,179	-	-	-	-				
Expanded Learning Opp (7425)	8590	70,153	(38)	-	-	-	-				
Expanded Learning Opp (7426)	8590	15,235	90	-	-	-	-				
Educator Eff: FY21-26 (6266)	8590		43,484	-	-	-	-				
Univ PreK Planning Grant (6053)	8590		53,258	36,135			-				
Total Other State Revenues		361,756	435,947	577,743	476,519	374,582	(101,937)	377,319	478,450	424,958	435,172

Description	Object Code	2020-21 Actuals	2021-22 Actuals	2022-23 Actuals	2023-24 YE Est	2024-25 7/1 Bud	Var ($) 7/1 vs PY	2025-26 MYP	2026-27 MYP	2027-28 5-Yr	2028-29 5-Yr
4. Other Local Revenues											
Foundation Grants - Base	8699	110,000	-	140,000	230,000	230,000	-	230,000	230,000	230,000	230,000
Foundation Grants - Supplemental	8699						-	110,000	110,000	110,000	110,000
Interest Income	8660	4,435	334	11,399	28,000	18,000	(10,000)	15,000	10,000	9,000	8,000
Class Fund Grants	8690			72,388	74,461	76,570	2,109	77,720	78,900	80,080	81,280
Misc Revenue	8699	822	7,060	13,911	8,000	12,370	4,370	12,560	12,750	12,940	13,130
PPP Proceeds (Spec)	8699		354,502	-	-	-	-				
Total Local Revenues		115,258	361,896	237,698	340,461	336,940	(3,521)	445,280	441,650	442,020	442,410
5. TOTAL REVENUES		2,809,404	3,205,955	3,491,096	3,735,197	3,667,264	(67,933)	3,808,334	3,994,284	4,041,092	4,154,911
Memo: LCFF Supplemental Revenue (RTI)		47,939	56,334	68,610	81,474	81,934	460	85,441	86,220	88,767	91,687
Memo: One-Time Funding (All Sources)		210,935	549,127	298,632	66,896			-	-	-	-

2024-25 Adopted Budget & MYP

Description	Object Code	2018-19 Actuals	2019-20 Actuals	2020-21 Actuals	2021-22 Actuals	2022-23 Actuals	2023-24 YE Est	3-Yr MYP 2024-25 7/1 Bud	3-Yr MYP Var ($) 7/1 vs PY	3-Yr MYP 2025-26 MYP	3-Yr MYP 2026-27 MYP	2027-28 5-Yr	2028-29 5-Yr
A. REVENUES	ADA	262.07	263.26	263.26	259.07	256.94	258.53	259.80	1.27	255.91	255.91	255.91	255.91
1. LCFF Sources													
State Aid - Current Year	8011	774,804	874,271	844,320	734,426	984,690	1,081,968	1,097,219	15,251	1,101,806	1,133,933	1,171,100	1,209,628
EPA State Aid - Cur Yr	8012	228,451	219,278	373,882	469,561	97,593	130,660	140,814	10,154	157,428	198,003	224,786	271,986
State Aid - Prior Years	8019		(126)	4,407	(8,631)	8,592	-	-	-	-	-	-	-
In-Lieu of Property Taxes	8096	1,128,464	1,117,691	989,194	1,096,539	1,546,463	1,659,546	1,677,435	17,889	1,686,073	1,702,277	1,738,202	1,755,584
Other LCFF Transfers	8091,97												
Total LCFF Sources		2,131,719	2,211,114	2,211,803	2,291,895	2,637,338	2,872,174	2,915,468	43,294	2,945,307	3,034,213	3,134,088	3,237,198
2. Federal Revenues													
Special Education - Federal	8181			35,711	48,407	38,317	42,762	37,240	(5,522)	37,380	36,820	36,820	36,820
Federal Mental Health	8181						3,281	3,034	(247)	3,048	3,151	3,206	3,311
Other Federal Rev (CARES/AB86)	8290			84,877	67,810				-				
Total Federal Revenues		-	-	120,588	116,217	38,317	46,043	40,274	(5,769)	40,428	39,971	40,026	40,131
3. Other State Revenues													
Special Education - State	8792			165,418	185,235	218,900	229,420	233,015	3,595	236,251	243,528	251,564	259,840
State-One-Time (COVID/Discretionary)				177,771	30,073	298,632	8,049	-	(8,049)	-	-	-	-
ELOP (20/21=Prop39)	8590		*	(51,713)	50,000	(50,000)	50,000	50,000	-	50,000	50,000	50,000	50,000
All Other State Revenues	85xx	107,965	67,990	70,279	170,639	110,211	151,563	91,567	(59,996)	91,068	184,922	123,394	125,332
Total Other State Revenues		107,965	67,990	361,755	435,947	577,743	439,032	374,582	(64,450)	377,319	478,450	424,958	435,172
4. Other Local Revenues													
All Other Local Revenues	86xx	320,642	255,646	115,258	361,896	237,698	340,461	336,940	(3,521)	445,280	441,650	442,020	442,410
Total Local Revenues		320,642	255,646	115,258	361,896	237,698	340,461	336,940	(3,521)	445,280	441,650	442,020	442,410
5. TOTAL REVENUES		2,560,325	2,534,750	2,809,404	3,205,955	3,491,096	3,697,710	3,667,264	(30,446)	3,808,334	3,994,284	4,041,092	4,154,911
B. EXPENDITURES													
1. Certificated Salaries													
Certificated Teachers	1100	758,214	755,020	978,716	1,074,178	1,095,722	1,290,071	1,229,613	(60,458)	1,266,501	1,304,497	1,343,631	1,383,940
Certificated Pupil Support	1200	-	-	30,005	1,955	42,428	76,608	136,478	59,870	140,572	144,790	149,133	153,607
Certificated Administrators	1300	121,277	124,503	210,715	245,215	260,680	262,615	354,972	92,357	365,621	376,589	387,887	399,524
Other Certificated Salaries	1900	-	-	-	-	-	-	-	-	-	-	-	-
Total Certificated Salaries		879,491	879,523	1,219,436	1,321,348	1,398,829	1,629,294	1,721,063	91,768	1,772,695	1,825,875	1,880,652	1,937,071
2. Non-certificated Salaries													
Non-certificated Teachers/Aides	2100	258,937	267,443	197,744	210,254	248,609	238,856	268,315	29,459	276,364	284,655	293,195	301,991
Non-certificated Support	2200	35,088	-						-	-	-	-	-
Non-certificated Administrators	2300	70,000	71,750	44,931	-	-	-	-	-	-	-	-	-
Clerical and Office	2400	121,578	131,205	155,072	162,146	184,130	219,926	227,562	7,636	234,389	241,420	248,663	256,123
Other Non-certificated	2900	702	14,104	-	6,855	-	-	-	-	-	-	-	-
Total Non-certificated Salaries		486,304	484,502	397,748	379,255	432,739	458,782	495,877	37,095	510,753	526,076	541,858	558,114

Description	Object Code	2018-19 Actuals	2019-20 Actuals	2020-21 Actuals	2021-22 Actuals	2022-23 Actuals	2023-24 YE Est	3-Yr MYP 2024-25 7/1 Bud	3-Yr MYP Var ($) 7/1 vs PY	3-Yr MYP 2025-26 MYP	3-Yr MYP 2026-27 MYP	2027-28 5-Yr	2028-29 5-Yr
3. Employee Benefits													
STRS	3100	139,934	143,889	181,379	208,838	238,985	288,458	299,422	10,964	308,405	317,657	327,186	337,002
PERS	3200	74,668	84,000	80,930	101,641	125,379	143,633	155,370	11,737	163,285	170,621	183,271	188,769
Soc Security / Medicare	3300	43,652	44,489	45,345	50,664	55,756	61,305	68,836	7,531	70,901	73,028	75,219	77,475
Health and Welfare Benefits	3400	141,166	136,002	147,391	184,198	187,183	193,672	247,575	53,903	247,575	247,575	266,143	266,143
Unemployment Insurance	3500	1,714	1,438	841	8,683	9,219	1,778	1,108	(670)	1,142	1,176	1,211	1,248
Workers' Comp Insurance	3600	24,531	21,000	22,866	22,498	19,363	21,947	21,061	(886)	21,693	22,344	23,014	23,704
Total Employee Benefits		425,665	430,818	478,752	576,522	635,884	710,793	793,372	82,579	813,000	832,400	876,045	894,342
Memo: Total Salary and Benefits		1,791,459	1,794,843	2,095,936	2,277,124	2,467,453	2,798,869	3,010,312	211,442	3,096,447	3,184,351	3,298,554	3,389,527
- % of Total Expenditures		**72.3%**	**71.4%**	**81.0%**	**79.6%**	**75.1%**	**76.4%**	**78.0%**		**78.8%**	**78.9%**	**79.2%**	**79.4%**
4. Books and Supplies													
Textbooks/ Core Curricula	4100	-	-	-	-	-	-	-	-	-	-	-	-
Books and Other Reference Matls	4200	1,177	1,229	6,137	1,874	4,325	1,601	3,500	1,899	3,554	3,608	3,662	3,717
Materials and Supplies	4300	35,610	31,197	47,682	80,883	78,450	62,543	69,280	6,737	70,319	71,374	72,445	73,532
Noncapitalized Equipment	4400	13,787	4,564	52,290	6,694	45,913	22,110	24,470	2,360	27,000	27,000	27,405	27,816
Food	4700	-	2,033	-	-				-				
Total Books and Supplies		50,575	39,023	106,109	89,451	128,688	86,254	97,250	10,996	100,873	101,982	103,512	105,065
5. Services and Other Operating Exp													
Subagreements for Services	5100	-	-	-	-	-	-	-	-	-	-	-	-
Training and Conferences	5200	14,795	8,652	16,954	28,925	30,160	30,966	32,300	1,334	31,300	28,300	28,725	29,156
Dues and Memberships	5300	6,569	3,824	6,863	3,483	3,504	3,536	3,808	272	3,860	3,920	3,979	4,039
Insurance	5400	11,109	12,824	14,938	15,072	17,245	18,586	46,891	28,305	48,063	50,466	52,989	55,638
Ops and Housekeeping Svcs	5500	48,186	104,647	83,823	91,017	102,202	101,415	108,856	7,441	112,242	115,755	117,491	119,253
Rentals, Leases, Repairs	5600	74,249	65,007	29,612	35,385	65,263	66,357	52,186	(14,171)	52,553	52,927	53,721	54,527
Prof Svcs/Operating Expenses	5800	51,872	54,966	120,890	201,185	288,442	369,330	279,942	(89,388)	258,442	267,183	271,191	275,259
• SpEd (Marin SELPA Exc Cost)	5800	314,558	323,995	-	-	-	-	-	-				
• ELOP (20-22=Prop39)	5800	12,008	1,145	-	-	-	50,000	50,000	-	50,000	50,000	50,000	50,000
• Class Funds - Op Exp (FT)	5800					45,204	50,826	52,590	1,764	53,390	54,210	55,023	55,848
Communications/Systems	5900	8,327	8,290	9,061	11,851	13,357	17,963	37,953	19,990	37,477	37,827	38,394	38,970
Total Svcs/ Other Op Exp		541,672	583,350	282,141	386,918	565,378	708,979	664,526	(44,453)	647,327	660,588	671,513	682,690
6. Capital Outlay									-				
Depreciation Expense	*6900*	30,312	30,312	30,312	30,312	35,888	40,253	42,753	2,500	42,753	42,753	42,753	42,753
Total Capital Outlay		30,312	30,312	30,312	30,312	35,888	40,253	42,753	2,500	42,753	42,753	42,753	42,753
7. Other Outgo													
District Oversight/Admin Fees (1.5%)	73xx	63,303	64,583	72,137	78,275	90,058	101,409	43,732	(57,677)	44,180	45,513	47,011	48,558
Total Other Outgo		63,303	64,583	72,137	78,275	90,058	101,409	43,732	(57,677)	44,180	45,513	47,011	48,558

Description	Object Code	2018-19 Actuals	2019-20 Actuals	2020-21 Actuals	2021-22 Actuals	2022-23 Actuals	2023-24 YE Est	3-Yr MYP 2024-25 7/1 Bud	Var ($) 7/1 vs PY	2025-26 MYP	2026-27 MYP	2027-28 5-Yr	2028-29 5-Yr
8. TOTAL EXPENDITURES		2,477,320	2,512,110	2,586,636	2,862,078	3,287,464	3,735,764	3,858,572	122,809	3,931,581	4,035,187	4,163,343	4,268,593
C. EXCESS / (DEFICIENCY) OF REV OVER BEFORE OTHER FINANCING SOURCES		83,005	22,640	222,768	343,877	203,632	(567)	(191,308)	(190,741)	(123,247)	(40,903)	(122,251)	(113,682)
F. FUND BALANCE, RESERVES													
1. Beginning Fund Balance													
a. As of July 1	9791	717,971	800,976	823,616	1,046,385	1,390,260	1,540,708	1,540,141	(567)	1,348,833	1,225,586	1,184,683	1,062,432
b. Adjustments to Beginning Bal	97xx	*			AudAdj ->	(53,185)			-				
c. Adjusted Beginning Balance		717,971	800,976	823,615	1,046,385	1,337,076	1,540,708	1,540,141	(567)	1,348,833	1,225,586	1,184,683	1,062,432
2. Ending Fund Balance/Net Position, June		800,976	823,616	1,046,385	1,390,260	1,540,708	1,540,141	1,348,833	(191,308)	1,225,586	1,184,683	1,062,432	948,750
3. Components of Ending Net Position (Ac													
a. Net Investment in Capital Assets	9796	457,062	426,750	396,438	512,711	669,297	652,673	609,920	(42,753)	567,167	524,414	481,661	438,908
b. Restricted - Fed/State	9797			69,432	72,566	174,494			-	-	-	-	-
b. Restricted-Local	9797				100,000				-				
c. Unrestricted Net Position	9790	343,914	396,866	580,515	704,984	696,917	887,468	738,913	(148,555)	658,419	660,269	580,771	509,842
Memo: % of Total Exp [Goal: > 17%]		13.9%	15.8%	22.4%	24.6%	21.2%	23.8%	19.1%	-4.6%	16.7%	16.4%	13.9%	11.9%
# Mos Avg Exp [Goal > 2.00]		1.67	1.90	2.69	2.96	2.54	2.85	2.30	(0.55)	2.01	1.96	1.67	1.43

Memo: Cumulative Surplus/(Deficit) - 11 Yr Period: 18-19 through 28-29 (incl Audit/Adj to Beg Bal)		
6 Prior Yrs - 18-23 (incl Audit Adj)	**822,170**	
5-Yr MYP/Projection 24-28		**(591,391)**
11-Yr Period - 18-29		**230,779**
- (a) Capital Asset Net Change - 10 Yr Period		(48,466)
- (b) Net Position Increase (excl Capital Assets)		279,245
- Ending UNP Reserve Balance % [Goal 17.0 - 25.0%]		11.9%

FCMAT
FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Novato Charter (6113229) - 24-25 Adopted Budget				5/22/2024				
	2021-22	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**
General Assumptions								
COLA & Augmentation	*5.07%*	*13.26%*	*8.22%*	*1.07%*	*2.93%*	*3.08%*	*3.30%*	*3.29%*
Base Grant Proration Factor	-	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Add-on, ERT & MSA Proration Factor	-	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Student Assumptions:								
Enrollment Count	*261*	*266*	*266*	*267*	*263*	*263*	*263*	*263*
Unduplicated Pupil Count (UPC)	*40*	*36*	*42*	*40*	*39*	*39*	*39*	*39*
Unduplicated Pupil Percentage (UPP)	*12.61%*	*13.68%*	*14.88%*	*14.77%*	*15.20%*	*14.88%*	*14.83%*	*14.83%*
Current Year LCFF Average Daily Attendance (ADA)	*259.07*	*256.94*	*258.53*	*259.80*	*255.91*	*255.91*	*255.91*	*255.91*
Funded LCFF ADA	*259.07*	*256.94*	*258.53*	*259.80*	*255.91*	*255.91*	*255.91*	*255.91*
LCFF ADA Funding Method	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*	*Current Yr*
LCFF Entitlement Summary								
Base Grant	$2,125,059	$2,387,339	$2,598,546	$2,639,693	$2,676,913	$2,759,404	$2,850,442	$2,944,296
Grade Span Adjustment	108,668	120,335	133,334	133,963	133,643	137,753	142,361	146,969
Adjusted Base Grant	$2,233,727	$2,507,674	$2,731,880	$2,773,656	$2,810,556	$2,897,157	$2,992,803	$3,091,265
Supplemental Grant	56,334	68,610	81,301	81,934	85,441	86,220	88,767	91,687
Concentration Grant	-	-	-	-	-	-	-	-
Total Base, Supplemental and Concentration Grant	$2,290,061	$2,576,284	$2,813,181	$2,855,590	$2,895,997	$2,983,377	$3,081,570	$3,182,952
Allowance: Necessary Small School	-	-	-	-	-	-	-	-
Add-on: Targeted Instructional Improvement Block Grant	-	-	-	-	-	-	-	-
Add-on: Home-to-School Transportation	-	-	-	-	-	-	-	-
Add-on: Small School District Bus Replacement Program	-	-	-	-	-	-	-	-
Add-on: Economic Recovery Target	-	-	-	-	-	-	-	-
Add-on: Transitional Kindergarten	-	52,462	58,993	59,878	49,310	50,836	52,518	54,246
Total Allowance and Add-On Amounts	$-	$52,462	$58,993	$59,878	$49,310	$50,836	$52,518	$54,246
Total LCFF Entitlement Before Adjustments (excludes Additional State Aid)	**$2,290,061**	**$2,628,746**	**$2,872,174**	**$2,915,468**	**$2,945,307**	**$3,034,213**	**$3,134,088**	**$3,237,198**
Miscellaneous Adjustments	-	-	-	-	-	-	-	-
Total LCFF Entitlement (excludes Additional State Aid)	**$ 2,290,061**	**$ 2,628,746**	**$ 2,872,174**	**$ 2,915,468**	**$ 2,945,307**	**$ 3,034,213**	**$ 3,134,088**	**$ 3,237,198**
LCFF Entitlement Per ADA (excludes Categorical MSA)	$ 8,840	$ 10,231	$ 11,110	$ 11,222	$ 11,509	$ 11,857	$ 12,247	$ 12,650
Additional State Aid	-	-	-	-	-	-	-	-
Total LCFF Entitlement with Additional State Aid	2,290,061	2,628,746	2,872,174	2,915,468	2,945,307	3,034,213	3,134,088	3,237,198
LCFF Sources Summary								
Funding Source Summary								
Local Revenue *(net of In-Lieu of Property Taxes)*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Education Protection Account Entitlement *(includes $200/minimum per ADA)*	$ 478,153	$ 97,593	$ 130,660	$ 140,814	$ 157,428	$ 198,003	$ 224,786	$ 271,986
Net State Aid *(excludes Additional State Aid)*	$ 1,811,908	$ 2,531,153	$ 2,741,514	$ 2,774,654	$ 2,787,879	$ 2,836,210	$ 2,909,302	$ 2,965,212
Additional State Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding Sources	**$ 2,290,061**	**$ 2,628,746**	**$ 2,872,174**	**$ 2,915,468**	**$ 2,945,307**	**$ 3,034,213**	**$ 3,134,088**	**$ 3,237,198**
Funding Source by Resource-Object								
State Aid (Resource Code 0000, Object Code 8011)	$ 734,426	$ 984,690	$ 1,081,968	$ 1,097,219	$ 1,101,806	$ 1,133,933	$ 1,171,100	$ 1,209,628
EPA, Current Year (Resource 1400, Object Code 8012) (P-2 plus Current Year Accrual)	$ 478,153	$ 97,593	$ 130,660	$ 140,814	$ 157,428	$ 198,003	$ 224,786	$ 271,986
EPA, Prior Year Adjustment (Resource 1400, Object Code 8019) (P-A less Prior Year Accrual)	$ (8,630)	$ (1,891)	$ (18,477)	$ -	$ -	$ -	$ -	$ -
Property Taxes (Object 8021 to 8089)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
In-Lieu of Property Taxes (Object Code 8096)	1,077,482	1,546,463	1,659,546	1,677,435	1,686,073	1,702,277	1,738,202	1,755,584
Entitlement and Source Reconciliation								
Basic Aid/Excess Tax District Status	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total LCFF Entitlement	$ 2,290,061	$ 2,628,746	$ 2,872,174	$ 2,915,468	$ 2,945,307	$ 3,034,213	$ 3,134,088	$ 3,237,198
Additional State Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Additional EPA Minimum Entitlement (excess to LCFF Entitlement)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Excess Taxes before Minimum State Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding Sources	$ 2,290,061	$ 2,628,746	$ 2,872,174	$ 2,915,468	$ 2,945,307	$ 3,034,213	$ 3,134,088	$ 3,237,198

FCMAT
FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Novato Charter (6113229) - 24-25 Adopted Budget				5/22/2024				
	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
LCAP Percentage to Increase or Improve Services Calculation								
Base Grant (*Excludes add-ons for TIIG & Transportation)*				$ 2,833,534	$ 2,859,866	$ 2,947,993	$ 3,045,321	$ 3,145,511
Supplemental and Concentration Grant funding in the LCAP yea				$ 81,934	$ 85,441	$ 86,220	$ 88,767	$ 91,687
Projected Additional 15% Concentration Grant funding in the LCAP yea				$ -	$ -	$ -	$ -	$ -
Percentage to Increase or Improve Services				2.89%	2.99%	2.92%	2.91%	2.91%
PER-ADA FUNDING LEVELS								
Base, Supplemental and Concentration Rate per ADA								
Grades TK-3	$ 9,160.34	$ 10,395.86	$ 11,276.90	$ 11,394.95	$ 11,738.32	$ 12,092.47	$ 12,490.81	$ 12,901.64
Grades 4-6	$ 8,422.18	$ 9,558.56	$ 10,368.65	$ 10,477.63	$ 10,793.44	$ 11,119.35	$ 11,484.83	$ 11,862.71
Grades 7-8	$ 8,671.31	$ 9,842.11	$ 10,675.52	$ 10,787.52	$ 11,112.86	$ 11,447.84	$ 11,824.62	$ 12,213.83
Grades 9-12	$ 10,310.64	$ 11,702.66	$ 12,693.85	$ 12,828.07	$ 13,214.88	$ 13,613.43	$ 14,061.04	$ 14,523.35
Base Grants								
Grades TK-3	$ 8,093	$ 9,166	$ 9,919	$ 10,025	$ 10,319	$ 10,637	$ 10,988	$ 11,350
Grades 4-6	$ 8,215	$ 9,304	$ 10,069	$ 10,177	$ 10,475	$ 10,798	$ 11,154	$ 11,521
Grades 7-8	$ 8,458	$ 9,580	$ 10,367	$ 10,478	$ 10,785	$ 11,117	$ 11,484	$ 11,862
Grades 9-12	$ 9,802	$ 11,102	$ 12,015	$ 12,144	$ 12,500	$ 12,885	$ 13,310	$ 13,748
Grade Span Adjustment								
Grades TK-3	$ 842	$ 953	$ 1,032	$ 1,043	$ 1,073	$ 1,106	$ 1,143	$ 1,180
Grades 9-12	$ 255	$ 289	$ 312	$ 316	$ 325	$ 335	$ 346	$ 357
Supplemental Grant	20%	20%	20%	20%	20%	20%	20%	20%
Maximum - 1.00 ADA, 100% UPP								
Grades TK-3	$ 1,787	$ 2,024	$ 2,190	$ 2,214	$ 2,278	$ 2,349	$ 2,426	$ 2,506
Grades 4-6	$ 1,643	$ 1,861	$ 2,014	$ 2,035	$ 2,095	$ 2,160	$ 2,231	$ 2,304
Grades 7-8	$ 1,692	$ 1,916	$ 2,073	$ 2,096	$ 2,157	$ 2,223	$ 2,297	$ 2,372
Grades 9-12	$ 2,011	$ 2,278	$ 2,465	$ 2,492	$ 2,565	$ 2,644	$ 2,731	$ 2,821
Actual - 1.00 ADA, Local UPP as follows:	*12.61%*	*13.68%*	*14.88%*	*14.77%*	*15.20%*	*14.88%*	*14.83%*	*14.83%*
Grades TK-3	$ 225	$ 277	$ 326	$ 327	$ 346	$ 349	$ 360	$ 372
Grades 4-6	$ 207	$ 255	$ 300	$ 301	$ 318	$ 321	$ 331	$ 342
Grades 7-8	$ 213	$ 262	$ 309	$ 310	$ 328	$ 331	$ 341	$ 352
Grades 9-12	$ 254	$ 312	$ 367	$ 368	$ 390	$ 393	$ 405	$ 418
Concentration Grant (>55% population)	65%	65%	65%	65%	65%	65%	65%	65%
Maximum - 1.00 ADA, 100% UPP								
Grades TK-3	$ 5,808	$ 6,577	$ 7,118	$ 7,194	$ 7,405	$ 7,633	$ 7,885	$ 8,145
Grades 4-6	$ 5,340	$ 6,048	$ 6,545	$ 6,615	$ 6,809	$ 7,019	$ 7,250	$ 7,489
Grades 7-8	$ 5,498	$ 6,227	$ 6,739	$ 6,811	$ 7,010	$ 7,226	$ 7,465	$ 7,710
Grades 9-12	$ 6,537	$ 7,404	$ 8,013	$ 8,099	$ 8,336	$ 8,593	$ 8,876	$ 9,168
Actual - 1.00 ADA, Local UPP >55% as follows:	*0.0000%*	*0.0000%*	*0.0000%*	*0.0000%*	*0.0000%*	*0.0000%*	*0.0000%*	*0.0000%*
Grades TK-3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Grades 4-6	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Grades 7-8	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Grades 9-12	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2024

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Novato Charter School District CDS Code: 21-65417-6113229

Name of County: Marin County CDS Code: 21

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 6/12/2024 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2025.

Submitted by (Superintendent, Board Secretary, or Designee):

Nikki Lloyd		Administrative Officer
Name	*Signature*	*Title*
415-883-1859	415-883-4254	06/12/2024
Fax Number	*Telephone Number*	*Date*

940 "C" Street, Novato, CA 94949
Mailing Address

nlloyd@novatocharterschool.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
Name	*Signature*	*Title*
_____	_____	_____
Fax Number	*Telephone Number*	*Date*

_____

Mailing Address

_____

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	
Resource Specialist	1 _____
Teacher Librarian Services	_____
Emergency Transitional Kindergarten (ETK)	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	2
Single Subject	2
Special Education	1
TOTAL	5

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art	1	Music	
Business		Physical Education	1
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to **www.cde.ca.gov** for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? (●) Yes ( ) No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? (●) Yes ( ) No

If yes, how many interns do you expect to have this year? Two

If yes, list each college or university with which you participate in an internship program.

Dominican University, Sonoma State University, University of San Francisco,
Cal State University East Bay, Chapman University,
North Coast School of Education

If no, explain why you do not participate in an internship program.

_____

_____

NOVATO CHARTER SCHOOL

2023-2024 Local Indicators

California School Dashboard Priorities

Priority 1: Basic Services and conditions of Schools
Priority 2: Implementation of State Standards
Priority 3: Parent/Family Involvement
Priority 4: Pupil Achievement
Priority 5: Pupil Engagement
Priority 6: School Climate
Priority 7: Access to a Broad Course of Study
Priority 8: Outcomes in a Broad Course of Study

California School State vs. Local Indicators

STATE INDICATORS:

Based on data collected consistently across the state:

- Academic progress as measured by Smarter Balanced Summative Assessments
- Chronic Absenteeism
- College and Career Readiness
- High School Graduation Rates
- Suspension Rates

.

LOCAL INDICATORS:

Based on data collected at the local level. These indicators include, but are not limited to:

- Materials accessibility
- Facilities Examination
- Correctly Assigned Teachers
- Progress Made in Implanting State Standards
- Stakeholder Engagement
- Local Climate Survey (YouthTruth)
- Access to Broad Base of Study

Novato Charter School
Local Indicators

PRIORITY 1

Basics: Teachers, Instructional Materials, Facilities

STANDARD MET

PRIORITY 2

Implementation of Academic Standards

STANDARD MET

PRIORITY 3

Parent and Family Engagement

STANDARD MET

PRIORITY 6

Local Climate Survey

STANDARD MET

PRIORITY 7

Access to a Broad Course of Study

STANDARD MET

Questions

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at https://www.cde.ca.gov/ds/ad/tamo.asp.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and - 0
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies) - 12

Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the *optional* reflection tool (Option 2).

OPTION 1: Narrative Summary (Limited to 3,000 characters)

In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Novato Charter School tracks progress in the implementation of state academic standards through teacher observations of work habits, grade-based formative and summative assessments, FastBridge Benchmark Assessments, and Dig Deeper Assessments, such as DIBELS, Sonday, and Read Naturally. FastBridge was selected because it is approved by the State of California for Charter Schools. The other assessments were selected because they are research-based and appropriate for our curriculum

Novato Charter School Local Indicators Report for School Dashboard 2023-2024

Novato Charter School utilizes a curriculum guided by the core principles of the Alliance for Public Waldorf Education. The curriculum is aligned with Common Core State Standards with slight differences in the placement of specific grade-level standards. The faculty studies Common Core State Standards during meetings. Novato Charter School has worked with the Essential Standards as delineated by the Novato Unified School District, to prioritize standards necessary to prepare for the subsequent grade level.

OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. **Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.**
   Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards				4	
History-Social Science					5

2. **Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.**
   Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards					5
History-Social Science					5

3. **Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).**
   Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

Other Adopted Academic Standards

4. **Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.**
   Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5	N/A
Career Technical Education						N/A
Health Education Content Standards				4		
Physical Education Model Content Standards				4		
Visual and Performing Arts					5	
World Language					5	

Support for Teachers and Administrators

5. **Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).**

   Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Activities	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole					5
Identifying the professional learning needs of individual teachers					5
Providing support for teachers on the standards they have not yet mastered					5

Optional Narrative (Limited to 1,500 characters)

6. **Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.**

Parental Involvement and Family Engagement (LCFF Priority 3)

Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit:[1]

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.

- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families

2. Building Partnerships for Student Outcomes

3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to

family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.

2. Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.

3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):

    1 – Exploration and Research

    2 – Beginning Development

    3 – Initial Implementation

    4 – Full Implementation

    5 – Full Implementation and Sustainability

4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.

5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

1 – Exploration and Research

2 – Beginning Development

3 – Initial Implementation

4 – Full Implementation

5 – Full Implementation and Sustainability

Practices	Rating Scale Number
1. Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	5
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	5
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	5
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	5

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.

Each K-8 teacher sends a monthly email to inform parents of class happenings including a summary of what students will be learning in the coming month. These letters include information on parent education topics and upcoming school events. The office sends out a monthly online newsletter to all families, which contains articles on school events and parent education topics. This newsletter frequently addresses topics relating to the eight state priorities. Each teacher hosts three parent evenings each school year. Our annual Back to School Night in September helps parents

connect with the teachers, curriculum, parent committees, and volunteer opportunities. We hold several community-building events throughout the year, including school festivals, and parent education events. Teachers schedule an annual conference in the fall with every parent to discuss their child's progress and offer an optional follow-up conference in the spring. These methods of communication help to engage underrepresented families. We provide Spanish translations of important school documents.

During the 2023-24 school year, we held many community-building events including festivals, field trips, and parent meetings. Our parent-run Community Round Table met two times to discuss topics such as volunteerism, fundraising, and school festivals. The Community Round Table was formed in 2019 to open communication channels within all branches of the school. Parent volunteers, representatives from volunteer committees, and administrative and teacher representatives attend these meetings to provide an opportunity for collaboration on school-wide events and to allow parents across the grades time and space for gratitude and inquiry.

In January, we surveyed parents using the California School Parent Survey. 89% of parents "agreed" or "strongly agreed" on questions related to the promotion of parental involvement at the school. 68% of parents "agreed" or "strongly agreed" that the school actively seeks the input of parents. 95% of parents "agreed" or "strongly agreed" that the school is a safe place for their child.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

Our focus area for improving relationships between school staff and families is to streamline and focus school communications to make them more user-friendly and better meet parent needs. This year, as part of this effort, we used ParentSquare for most parent communications. The ParentSquare platform helps parents stay informed by keeping school communications in one central place.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

We plan to improve the engagement of underrepresented families in relation to building relationships between school staff and families by continuing to host several community-building events including festivals, field trips, parent meetings, and the Community Round Table.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

1 – Exploration and Research

2 – Beginning Development

3 – Initial Implementation

4 – Full Implementation

5 – Full Implementation and Sustainability

Practices	Rating Scale Number
5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	5
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	5
7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	5
8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	5

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes.

Novato Charter School teachers hold a parent-teacher conference for every student in the fall and offer an optional follow-up conference in the spring. Teachers send monthly emails to parents and hold three parent meetings each school year to inform parents of happenings in the classroom and to provide resources to support learning at home. Also, we host one all-school parent education event each year.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for

Student Outcomes.

We will continue to improve in building partnerships for student outcomes by holding several community-building events including festivals, field trips, parent meetings, and the Community Round Table.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

We will continue to improve the engagement of underrepresented families through continuing social and emotional learning (SEL) work internally and with community partners.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

1 – Exploration and Research

2 – Beginning Development

3 – Initial Implementation

4 – Full Implementation

5 – Full Implementation and Sustainability

Practices	Rating Scale Number
9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	5
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	5
11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	5
12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	5

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making.

During the 2023-24 school year, we hosted several community meetings, including a series of Community Chats held on Friday mornings, and evening meetings, such as Back to School Night and the Community Round Table, which met two times this year. The goal of the Community Round Table is to provide an opportunity for collaboration on school-wide events and to allow parents across the grades time and space for community gratitude and inquiry. Our Community Chats covered topics such as the multi-tiered system of support (MTSS), special education resources, and the Public Waldorf Curriculum used by Novato Charter School. Additionally, we hosted an all-school Parent Education evening and three Class Parent Meetings for each grade.

We seek parent input from parent volunteers who participate on school committees, such as the facilities committee and the festival committee.

We administer a parent survey each school year.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Seeking Input for Decision-Making.

Our focus area for improvement is to increase parental involvement in school committees.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

One way in which we will improve the engagement of underrepresented families in relation to seeking input for decision-making is by continuing to offer parent meetings in the evening to meet the needs of working families.

School Climate (LCFF Priority 6)

Introduction

The initial design of the Local Control Funding Formula recognized the critical role that positive school conditions and climate play in advancing student performance and equity. This recognition is grounded in a research base demonstrating that a positive school climate directly impacts indicators of success such as increased teacher retention, lower dropout rates, decreased incidences of violence, and higher student achievement.

In order to support comprehensive planning, LEAs need access to current data. The measurement of school climate provides LEAs with critical data that can be used to track progress in school climate for purposes of continuous improvement, and the ability to identify needs and implement changes to address local needs.

Instructions

LEAs are required, at a minimum, to annually administer a local climate survey. The survey must:

- Capture a valid measure of student perceptions of school safety and connectedness in at least one grade within each grade span the LEA serves (e.g. TK-5, 6-8, 9-12); and

- At a minimum, report disaggregated data by student groups identified in California *Education Code* 52052, when such data is available as part of the local school climate survey.

Based on the analysis of local data, including the local climate survey data, LEAs are to respond to the following three prompts. Each prompt response is limited to 3,000 characters. An LEA may provide hyperlink(s) to other documents as necessary within each prompt:

> **Prompt 1 (DATA)**: Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

Novato Charter School administers the California Healthy Kids Survey annually to grades 5-8.

In 2023, 76% of our elementary school students (grades 5-6) responded positively to questions related to school connectedness. 89% of our elementary school students

responded positively to questions related to perceived school safety. 82% of our elementary school students responded positively to questions related to academic motivation.

69% of our middle school students (grades 7-8) responded positively to questions related to school connectedness. 80% of our middle school students responded positively to questions related to perceived school safety. 60% of our middle school students responded positively to questions related to academic motivation.

We cannot report on results from student groups as none of our groups are large enough to be statistically significant due to the small size of our school.

> **Prompt 2 (MEANING)**: Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group.

Our elementary school survey results are at or above the state average in all areas except for “meaningful participation,” where we are slightly below the state average. Our middle school survey results are also at or above the state average in all areas except for “academic motivation.”

> **Prompt 3 (USE)**: Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes.

Novato Charter School aims to continue the implementation and analysis of anti-bias education, continue to engage services of a school counselor, continue social and emotional learning (SEL) work internally as well as with community partners, and continue to implement Positive Behavior Interventions and Supports (PBIS) and social and emotional learning (SEL) supports schoolwide. We are looking at ways to improve meaningful participation in our upper grades and academic motivation in our middle school.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

The curriculum at Novato Charter School is aligned with California State Standards for each grade level and the core principles of the Alliance for Public Waldorf Education. All students have access to and are enrolled in the same curriculum for their grade level.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

All students at Novato Charter School have access to the entire curriculum appropriate for their grade level. Our curriculum includes English Language Arts, Mathematics, History, Science, Social Science, Spanish, Music, Physical Education, Gardening, Health Education, Visual and Performing Arts, and Technology.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

Novato Charter School fully meets the requirements of LCFF Priority 7. No barriers prevent access to a broad course of study for all students.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

Novato Charter School fully meets the requirements of LCFF Priority 7. We have not identified any barriers preventing us from providing all students access to a broad course of study.

NCS Board of Directors Elections	
Name	Votes
Ali Iqbal	elected
Thomas Weldon	elected

6/18/2024 Enrollment Update for NCS BOD

Grade	Total/target enrollment	Enrollment as of 6/13/24	Students electing to not return (last day is 6/13/2024)	Wait List 24-25
TK	20	20	1	66
K	28	28	0	69
1	28	28	1	31
2	28	27	6	24
3	28	28	0	15
4	28	28	2	29
5	28	28	7	20
6	26	26	2	7
7	26	24	4	5
8	26	26	X	0
Totals	266	263	23	266

AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING

by and between
NOVATO UNIFIED SCHOOL DISTRICT
and
NOVATO CHARTER SCHOOL

THIS AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING ("First Amendment") is entered into by and between **Novato Unified School District** ("District"), a California public school district, and **Novato Charter School** ("NCS"), a California nonprofit public benefit corporation operating a public charter school authorized by the District. District and NCS are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Parties previously entered into a Memorandum of Understanding with a term running coterminous with its renewal charter petition through June 30, 2026 ("MOU");

WHEREAS, on July 10, 2023, the Governor's signature codified into law Senate Bill No. 114 adding Education Code section 47607.4 to specify that all charter schools whose term expires on or between January 1, 2024 and June 30, 2027, shall have their term extended by one additional year; and

WHEREAS, the Parties now desire to extend the MOU by one year and amend their administrative services relationship.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this agreement, the Parties agree to the following:

AGREEMENT

1. MODIFICATIONS TO TERM OF MOU. Section II.A.5. is replaced in its entirety with the following:

   "This Agreement shall be effective upon ratification by both the District's Board and the NCS Board of Directors. The term of this Agreement shall be coterminous with the term of the Charter and run from July 1, 2021, through and including June 30, 2027, unless earlier terminated in accordance with the terms of this Agreement."

2. MODIFICATIONS TO ADMINISTRATIVE SERVICES. Section II.D.3 is replaced in its entirety with the following:

   1. Administrative Services.

   a) The Charter School has the obligation to provide all services necessary to operate the Charter School. The Charter School may provide the administrative services necessary to operate the Charter School directly or it may contract with a third party to provide services. If Charter School

purchases administrative services from a third party, it shall ensure that the District is able to access the Charter School's documents held by the third-party service provider.

b) [Reserved]

c) The Charter School and the District agree that the District shall provide the following fiscal and administrative services for the Charter School:

(1) Human resources-related support, limited to recordkeeping of NCS employment records through June 30, 2025.

(2) In addition to the above listed services, the District shall charge the Charter School an indirect fee of .5% of the Charter School's total budgeted general fund expenditures for leaseholder upkeep and maintenance services including all repair/ maintenance to buildings, grounds, and infrastructure located at 940 C Street. The Charter School will be invoiced by the District quarterly and Charter School shall pay the District within thirty (30) calendar days from date of invoice.

d) The District shall provide access for the Charter School to purchase general liability insurance coverage and health benefits coverage through existing District plans at the Charter School's own cost, but reserves the right to split out the Charter School from the District's policy in the future with reasonable prior notice sufficient for the Charter School to procure alternative coverage. The District, however, makes no guarantees regarding availability or terms and conditions of these insurance coverages for Charter School nor does the District make any representations to the Charter School regarding suitability of these coverages for the Charter School's needs. The District will invoice the Charter School annually at the beginning of the fiscal year for reimbursement of the Charter School's portion of the District's insurance coverage costs and Charter School shall pay the District within thirty (30) calendar days from date of invoice.

e) Should the Charter School desire to purchase additional administrative or business services from the District, the District may agree to provide such additional services at its discretion, and the applicable charge for such services shall be negotiated between the parties contemporaneously, and through a separate written agreement or amendment hereto. The Charter School shall request administrative services in writing. The Charter School shall have no obligation to pay for services unless agreed to in writing between the parties.

3. ORIGINAL MOU IN EFFECT. All other existing provisions of the MOU shall remain in full force and effect and unaffected by this First Amendment. Except as expressly amended by this First Amendment, the Parties affirm all definitions, terms, obligations, and conditions of the MOU, and the Parties acknowledge that the terms and conditions of the MOU, as amended, shall remain binding upon them. Any term not specifically defined in this First Amendment shall have the same definition as provided in the MOU.

4. EXECUTION IN COUNTERPARTS. This First Amendment may be signed in counterparts such that the signatures may appear on the separate signature pages. Signature pages that are photocopied, or transmitted by facsimile or electronic mail shall have the same force and effect as signature of the original.

5. AUTHORITY/SUBJECT TO RATIFICATION. Each person below warrants and guarantees that she/he is legally authorized to execute this First Amendment on behalf of the designated party and that such execution shall bind the designated party to the terms of this First Amendment subject to ratification by the Parties' respective governing boards.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this First Amendment as of the dates shown below.

NOVATO UNIFIED SCHOOL DISTRICT

Tracy Smith
Superintendent

Dated: 6/11/24

NOVATO CHARTER SCHOOL

Nikki Lloyd
Administrative Officer

Dated: _____

AT-WILL EMPLOYMENT AGREEMENT ADDENDUM
(12 MONTH EMPLOYEE)

This At-Will Employment Agreement Addendum ("Addendum") is hereby issued to Nikki Lloyd ("Employee"). This Addendum has been created to reflect the updated terms of employment for the Employee as a Administrative Officer at Novato Charter School ("NCS" or "School") effective 6.14.2024. This Addendum incorporates by reference the At-Will Employment Agreement ("Agreement") already in place between the parties. All rights and obligations in the Agreement shall remain in full force and effect.

1. Work Year and Schedule

Employee shall work a 12-month work year which shall consist of 215 work days, inclusive of holidays. The work schedule for this position shall be be part-time 24 hours .60 FTE consisting of Monday through Wednesday, 8:00 a.m. to 4:00 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 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 NCS.

2. Job Duties

The Employee shall work in the position of Administrative Officer. The Employee will perform such duties as NCS may reasonably assign and the Employee will abide by all School policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the NCS 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 NCS.

3. Compensation

The salary pay for this position is Range V/Step 11,, subject to all regular withholdings and authorized deductions. Salary 24-25 SY schedule to follow. The Employee shall be paid twice monthly in equal installments irrespective of the number of workdays in any month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. Employment Rights

The Employee shall continue to serve in the aforementioned position on an at-will basis. This means that either the Employee or NCS may terminate the employment relationship at any time, with or without cause or advance notice.

5. Term

This Addendum shall commence on 7.1.2024 and both this Addendum and Agreement shall end on 6.302025 ("Term"). The Term of this Agreement is subject to Section C of the Agreement concerning at-will employment.

If you are in agreement with this offer of continued employment pursuant to the updated terms outlined above, please sign below and return this to NCS. This offer is in effect for five (5) business

days. Any failure to timely return this offer shall be construed as you voluntarily declining continuing employment with NCS.

Signature: _____

Date

Signature:_____

[NAME], [TITLE] Date

966-4/6966380.1

AT-WILL EMPLOYMENT AGREEMENT ADDENDUM
(12 MONTH EMPLOYEE)

This At-Will Employment Agreement Addendum ("Addendum") is hereby issued to Justin Tomola ("Employee"). This Addendum has been created to reflect the updated terms of employment for the Employee as a School Director at Novato Charter School ("NCS" or "School") effective 6.14.2024. This Addendum incorporates by reference the At-Will Employment Agreement ("Agreement") already in place between the parties. All rights and obligations in the Agreement shall remain in full force and effect.

1. Work Year and Schedule

Employee shall work a 12-month work year which shall consist of 215 work days, inclusive of holidays. The work schedule for this position shall be full-time consisting of Monday through Friday, 8:00 a.m. to 4:00 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 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 NCS.

2. Job Duties

The Employee shall work in the position of School Director The Employee will perform such duties as NCS may reasonably assign and the Employee will abide by all School policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the NCS 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 NCS.

3. Compensation

The salary pay for this position is Range I/Step 8,, subject to all regular withholdings and authorized deductions. Salary 24-25 SY schedule to follow. The Employee shall be paid twice monthly in equal installments irrespective of the number of workdays in any month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. Employment Rights

The Employee shall continue to serve in the aforementioned position on an at-will basis. This means that either the Employee or NCS may terminate the employment relationship at any time, with or without cause or advance notice.

5. Term

This Addendum shall commence on 7.1.2024 and both this Addendum and Agreement shall end on 6.302025 ("Term"). The Term of this Agreement is subject to Section C of the Agreement concerning at-will employment.

If you are in agreement with this offer of continued employment pursuant to the updated terms outlined above, please sign below and return this to NCS. This offer is in effect for five (5) business

days. Any failure to timely return this offer shall be construed as you voluntarily declining continuing employment with NCS.

Signature: _____

Date

Signature:_____

[NAME], [TITLE] Date

966-4/6966380.1