

AGENDA

Board of Directors Retreat
Thursday, August 17, 2017
10:00 am to 4:00 pm
St. Francis Retreat Center
549 Mission Vineyard Road
San Juan Bautista, CA 95045

POSTED: St. Francis Retreat Center, Gilroy Prep School Office, Hollister Prep School Office, Support Office, Website
TELECONFERENCE LOCATION(S): 4130 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150

Mission: Navigator Schools drives phenomenal student achievement by developing top tier teachers and leaders who consistently improve innovative classrooms and schools.

NOTE: Times listed for Agenda Items are estimates only. Actual times may vary substantially dependent on circumstances.

I. Procedural Items

	<u>Item</u>	<u>Objective</u>
A.	10:00 am Call to Order, Attendance and Opening Remarks <i>Caitrin Wright, Chair</i>	Discussion
B.	10:10 am Public Comment on Items not Covered on the Regular Agenda <i>Caitrin Wright</i>	Discussion

II. Presentations, Discussion & Action Items

	<u>Item</u>	<u>Objective</u>
C.	10:15 am Framing the Day <i>Andrew Bray, Facilitator</i>	Discussion
D.	10:30 am Board Self-Assessment Discussion <i>Andrew Bray</i>	Discussion
E.	11:15 pm Mission and Core Values <i>Caitrin Wright</i> <i>Kevin Sved, CEO</i>	Discussion
F.	12:00 pm Lunch	
G.	12:40 pm Board Review of Comparable Compensation Data for Charter School Executive Directors, CEOs, and Superintendents <i>Caitrin Wright</i>	Discussion
H.	12:45 pm Public Announcement of Reasons for Closed Session <i>Caitrin Wright</i>	
I.	12:45 pm Closed Session, Public Employment: Chief Executive Officer <i>Caitrin Wright</i>	Discussion
J.	1:30 pm Open Session <i>Caitrin Wright</i>	
K.	1:30 pm Public Report of Action Taken in Closed Session and Vote or Abstention of Each Board Member <i>Caitrin Wright</i>	
L.	1:35 pm Possible Board Approval of Resolution Regarding Executive Compensation <i>Caitrin Wright</i>	Action
M.	1:40 pm Possible Board Approval of Updated Employment Contract for Chief Executive Officer <i>Caitrin Wright</i>	Action
N.	1:45 pm Board Role and Goals <i>Caitrin Wright</i>	Discussion

O. 2:35 pm **Team Building Activity** Discussion
Andrew Bray & Caitrin Wright

III. Close of Meeting

	<u>Item</u>	<u>Objective</u>
P.	3:30 pm Wrap-up and Next Steps <i>Kevin Sved</i>	Discussion
Q.	4:00 pm Meeting Closure & Adjournment <i>Caitrin Wright</i>	Action

Exhibit A: CEO Reasonable Compensation Comparability Data

Salary	ADA	Stipend/ Bonus	Health Benefits	Grade	Age of School	Notes
193,545	1,990	-	10,825	9-12	10+	Three charters
190,000	1,559	-	3,990	K-12	10+	Six charters. School has 10+ various directors/administrators under ED
129,433	1,025	-	10,000	K-12	10+	Two charters. School has 4-5 various directors/administrators under ED
175,143	968	1,020	8,942	K-8	5-10	Two charters
214,500	721	55,000	7,432	K-8	10+	School has 2-3 various directors/administrators under ED
118,189	648	-	-	9-12	0-5	14-15 Data
159,000	576	-	-	K-8	5-10	14-15 Data
91,800	576	-	7,030	7-12	5-10	School has 2-3 various directors/administrators under ED
110,000	498	-	3,000	K-8	0-5	School has 3-4 various directors/administrators under ED
140,408	456	-	6,667	6-8	0-5	14-15 Data
115,000	445	17,250	5,130	K-6	0-5	School has 2-3 various directors/administrators under ED
141,203	419	-	-	K-6	5-10	School has 1-2 various directors/administrators under ED
110,000	395	-	8,395	K-8	10+	14-15 Data
130,000	332	-	4,449	6-12	0-5	School has 1-2 various directors/administrators under ED
122,000	297	-	6,772	K-5	0-5	School has 2-3 various directors/administrators under ED
165,000	252	-	7,200	9-12	0-5	School has 3-4 various directors/administrators under ED
116,133	252	-	6,064	9-12	10+	
95,000	227	-	6,800	K-8	0-5	
115,000	211	-	6,000	K-8	10+	School has 1-2 various directors/administrators under ED
120,000	180	-	6,000	K-8	0-5	
150,000	127	-	5,097	K-8	0-5	School has 1-2 various directors/administrators under ED
98,000	108	-	-	K-6	0-5	
135,000	73	-	8,000	K-5	0-5	Two separate heads of school, each making this figure
115,000	65	-	8,600	K-5	0-5	School has 1-2 various directors/administrators under ED
135,390 Average salary across all comparables						
144,159 Average salary for 300+ADA						
214,500 Max salary for 300+ ADA						

Bay Area CMO Executive Compensation

School Organization	Position	Reportable income	Other income	Total income	990 year
Rocketship Education	CEO	\$168,291	\$15,638	\$183,929	2014
Summit Public Schools	CEO	\$163,000	\$26,983	\$189,983	2014
CEIBA	President	\$150,000	0	\$150,000	2014
ACE Charter	ED	175,000	6,298	\$181,298	2015
ALPHA Public Schools	CEO	\$132,203	\$8,548	\$140,751	2015
Downtown College Prep	ED	\$171,682	\$14,802	\$186,484	2015
VOICES College Bound Language	President	\$129,829	\$32,248	\$162,077	2015
Aspire Public Schools	Area Superintendent	\$139,019	\$24,627	\$163,646	2014
Amethod	ED	\$108,812	0	\$108,812	2014
Education for Change	CEO	\$169,448	\$31,560	\$201,008	2014
KIPP Bay Area	ED	\$186,167	\$17,197	\$203,364	2014
	Average	\$153,950	\$16,173	\$170,123	
	Max	\$186,167	\$32,248	\$203,364	

**RESOLUTION OF THE BOARD OF DIRECTORS OF
NAVIGATOR SCHOOLS, INC.**

The Board of Directors (“Board”) of Navigator Schools, Inc. (“NS”), a tax exempt, California nonprofit public benefit corporation operating public charter schools, does hereby adopt the following resolution pursuant to the provisions of the California Nonprofit Integrity Act, and as also required by the Internal Revenue Service requirements for tax exempt 501(c)(3) entities:

WHEREAS, when NS considers renewing or extending a contract term or modifying total compensation (separate from organization wide increases) to be paid to the NS Chief Executive Officer (“CEO”), the Board must ensure that such compensation is reasonable; and

WHEREAS, the Board must determine the compensation of the CEO within the confines of legal requirements and best practices for tax exempt, nonprofit corporations; and

WHEREAS, the Board must ensure the CEO’s compensation is within the range of similar organizations across the region, also taking into account other factors the Board believes pertinent to the setting of its CEO’s compensation; and

WHEREAS, the Board desires to take all recommended steps to ensure the compensation paid to the CEO is reasonable, and that the Board has followed legally required procedures, as detailed below:

1. Approval of Compensation. The Board must evaluate the compensation of the CEO and approve in advance any change to the compensation for the chief executive officer.
2. Definitions. For purposes of this resolution, chief executive officer of NS is the CEO, and the total compensation paid to the CEO is understood to include a base salary, any bonuses, retirement benefits, fringe benefits, liability insurance premiums, and other monetary or non-monetary benefits provided.
3. Recusal. Any Board members related to the CEO, any employee Board members reporting to the CEO or under his/her supervision, or any other individual having a personal interest in the compensation paid to the CEO, and the CEO himself/herself have been excluded from the Board’s discussion and determination of reasonable compensation.
4. Determining Compensation. The Board’s review of compensation data will guide the Board prior to its making any decisions to alter the CEO’s compensation to ensure the compensation to be paid is reasonable. When determining whether the compensation or any change to compensation is reasonable, the Board:
 - a. Has been presented with and considered comparability data and compared the compensation to be paid to the CEO with the compensation paid to the equivalent executive officers from at least three (3) similar organizations

operating in metropolitan areas that have comparable revenues, employees, service populations and skills.

- b. Recognizes the unique benefits provided by the CEO to NS, including the following: (a) fidelity to the job description and position requirements as articulated in the charter petitions; and (c) charter operations, finance and leadership experience, which would be difficult to replace.]

- 5. Source of Comparability Data. The Board has reviewed comparability data by documenting the compensation paid to officers holding similar positions in similar organizations. (See attached documentation at **Exhibit A**, CEO Reasonable Compensation Comparability Data, attached here and incorporated by reference.) Specifically, the compensation paid to school leaders at similar nonprofits operating public charter schools, as documented by Forms 990 filed with the IRS, leaders of local private schools as documented by Forms 990, and an examination of compensation paid to regional public school district superintendents and/or principals, as documented in public records.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby adopts the foregoing resolution.

BE IT FURTHER RESOLVED, that the Secretary of the Board hereby is authorized to certify this resolution.

* * *

IN WITNESS WHEREOF, the Board of Directors has adopted the above resolution by the following vote at a regular Board meeting this __17th__ day of __August__, 2017.

Ayes:

Nos:

Abstentions:

By: _____
Alicia Gallegos Fambrini, Secretary



AT-WILL EMPLOYMENT AGREEMENT
Between
NAVIGATOR SCHOOLS AND CHIEF EXECUTIVE OFFICER

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above named employee (“Employee”) and the Governing Board (“Board”) of Navigator Schools (“Navigator”) an organization composed of Gilroy Prep, a California public charter school approved by the Gilroy Unified School District (“District”) and Hollister Prep, a California public charter school approved by the Hollister Unified School District. The Board desires to hire employees who will assist Navigator in achieving the goals and meeting the requirements of Navigator’s charter. The parties recognize that Navigator is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting Navigator in implementing its purposes, policies, and procedures.

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

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

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

_____ Employee’s Initials

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of Chief Executive Officer for Navigator School. Employee will perform such duties as Navigator may reasonably assign and Employee will abide by all Navigator's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by Navigator's charter.

A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of Navigator.

2. **Work Schedule**

The daily work schedule for this full-time position shall generally be Monday through Friday, 7:30 a.m. to 4:30 p.m. While the Employee shall generally be available at Navigator during this time period, the duties of this position may require work on weekends and before and after the regular 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 Navigator.

3. **Compensation**

The annual compensation for this position shall be \$xxx,xxx effective as of July 1, 2017, subject to all regular withholdings, which shall be paid in twelve (12) monthly installments of \$xxxxx. Employee's compensation may be prorated depending on whether he/she remains employed, or in active work status, for the entire year. As an exempt employee, Employee shall not be eligible to earn overtime.

4. **Benefits:**

a. **Health Benefits.** At the School's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to Navigator's management employees, including entitlement to participation in PERS or STRS (if applicable).

b. **Vacation Leave.** Employee will not accrue paid vacation days. However, the employee may be entitled to paid time off during the School's scheduled breaks, if and only if, the employee remains in active status during that time.

c. **Sick Leave.** Employee shall be entitled to 10 sick days annually.

_____ Employee's Initial

5. **Performance Evaluation**

The Board or designee shall evaluate the performance of Employee at least once annually. This evaluation shall be based on the job description and performance objectives as defined in this Agreement. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to Employee and he/she shall have the right to make an oral or written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to Employee, the Board or designee shall meet with Employee to discuss the evaluation.

Failure to evaluate the Employee shall in no way impair the School's ability to release the Employee on an at-will basis.

6. **Employee Rights**

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

7. **Licensure**

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

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his 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.

By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

_____ Employee's Initial

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

10. **Conflicts of Interest**

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

11. **Outside Professional Activities**

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

12. **Expense Reimbursement**

Navigator shall reimburse Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable Navigator policy and authorization.

13. **Required Contract Provisions**

The following provisions are required to be included in this Agreement by the California Government Code:

a. **Limitations on Cash Settlement**

In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of Employee multiplied by twelve (12).

b. **Required Reimbursements**

Employee shall be required to reimburse Navigator for any salary or fees he/she receives from Navigator in relation to his/her placement on paid administrative leave pending criminal charges if he/she is convicted of a crime involving the abuse of his/her office/position. Regardless of the term of this Agreement, if the Agreement is terminated, Employee must

_____ Employee's Initial

reimburse Navigator for any cash settlement he/she receives in relation to his/her termination if he/she is convicted of a crime involving the abuse of his/her office/position.

C. EMPLOYMENT AT-WILL

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

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

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

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

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

4. Partial Invalidity

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

Employee's Initial

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

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

Employee Signature: _____ Date: _____

Address: _____

Telephone: _____

Navigator Approval:

Dated: _____
_____ Board President

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

Navigator Schools Directors 2017-2018 Calendar

July

S	M	T	W	T	F	S
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

JULY

4	Independence Day - Legal Holiday
19-31	Required Work Days
24	School Admins & Office Mgr. Return
31	Required Work Day
31	Navi 101 (new staff)

August

S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2

AUGUST

1 - 18	Required Work Days
1 - 4	Navi 101 (new staff)
7 - 11	Navi 201 (all staff)
14-15	Staff Work Days
16	First Day of School

September

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

SEPTEMBER

4	Labor Day - Legal Holiday
8	Quarterly Off-Site
11	Staff PD Day - Required Work Day

October

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

OCTOBER

27	Staff PD Day - Required Work Day
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November

S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2

NOVEMBER

10	Veterans Day Observed - Legal Holiday
22	Organizational Holiday
23	Thanksgiving - Legal Holiday
24	Organizational Holiday

December

S	M	T	W	T	F	S
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

DECEMBER

1	Quarterly Off-Site
22	Organizational Holiday
25	Christmas - Legal Holiday
26-27	Organizational Holiday
28-29	Non-Work Days

January

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

JANUARY

1	New Years Day - Legal Holiday
3	Required Work Day
4-5	Staff PD Days - Required Work Days
15	Martin Luther King Jr. Day - Legal Holiday
31	Special Off-Site

February

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	1	2	3

FEBRUARY

1	Special Off-Site
19	Presidents Day - Legal Holiday

March

S	M	T	W	T	F	S
25	26	27	28	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

MARCH

26-29	CCSA
30	CCSA Debrief/Quarterly Off-Site

April

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5

APRIL

May

S	M	T	W	T	F	S
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2

MAY

4	Quarterly Off-Site
28	Memorial Day - Legal Holiday

June

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JUNE

14 - 28	Required Work Days
22	School Admins & Office Mgr. Last Day

	Required Work Day
	Organizational Holiday
	Non-Work Day
	Legal Holiday

M-F Work Days	260
Legal Holiday	9
Required Holiday	2
Organizational Holiday	5
*Scheduled Non-work days	18
Working Days	226

*Up to 8 days of the non-work days can be used on instructional days.

