



Navigator Schools

Board Meeting

Date and Time

Tuesday June 18, 2019 at 6:00 PM PDT

Location

Gilroy Prep School, 277 IOOF Avenue, Gilroy, CA 95020

Teleconference Locations

- Hollister Prep School, 881 Line Street, Hollister CA 95020
- 377 South 14th Street, San Jose CA 95112

Individuals requiring a disability-related accommodation, modification, or auxiliary aid/service, should direct their request to Sean Martin, Executive Assistant to the CEO. Mr. Martin may be reached by telephone at (831) 217-4894 or by [email](mailto:smartin@navigatorschools.org) (smartin@navigatorschools.org).

An archive of board meeting agendas and minutes is available for public view at the Navigator Schools Support Office, 650 San Benito Street, Suite 230, Hollister CA 95023.

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
Opening Items			
A. Record Attendance and Guests		John Flaherty	2 m
B. Call the Meeting to Order		John Flaherty	5 m

	Purpose	Presenter	Time
The meeting is called to order with opening remarks.			
C.	Approve Minutes from the April 29 Regular Board Meeting	Approve Minutes John Flaherty	2 m
D.	CEO Report	Kevin Sved	5 m
K. Sved will provide a report on recent NS activities.			
E.	Consent Agenda	Vote John Flaherty	10 m
The board will vote on the approval of the consent agenda. It includes: Consolidated Application Federal Funding Request; Attendance and Truancy Policy; Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy; McKinney-Vento Policy; State Teachers' Retirement System (STRS) Agreement with Santa Clara COE; STRS Agreement with Santa Cruz COE; Food Service Contracts for Gilroy Prep School and Watsonville Prep School; Memorandum of Understanding (MOU) with California State Board of Education; Remote Employee Policy; and the Wellness Policy for Gilroy Prep School.			

II. Topical Items 6:24 PM

Governance

A.	Governance Committee Report	FYI Alicia Gallegos Fambrini	5 m
A. Gallegos Fambrini will report on the latest activities of the Governance Committee.			
B.	Watsonville Prep Update	FYI Kirsten Carr	15 m
K. Carr will provide an update on the status of launching Watsonville Prep School.			
C.	Finance Committee Report	FYI Joyce Montgomery	5 m
J. Montgomery will report on the latest meeting of the NS Finance Committee.			
D.	Financial Update	FYI Joyce Montgomery	5 m
J. Montgomery will present an overview of the 2018-19 Financials.			
E.	LCAP and Federal Addendum	Vote Ami Ortiz	20 m
The board will vote on the approval of the 2019-20 Local Control Accountability Plan (LCAP) and federal addendum for each NS school site.			
F.	2019-20 Budget Approval	Vote Ami Ortiz	20 m
The board will vote on the approval of the 2019-20 NS Budget.			

	Purpose	Presenter	Time
G. Election of Board Officers The board will vote to elect board officers for the 2019-20 school year.	Vote	John Flaherty	5 m
H. Dissemination and Growth Update K. Sved will present an update on dissemination and growth.	Discuss	Kevin Sved	15 m
I. Approval of 2019-20 Priorities The board will review, discuss, and vote on the approval of organizational priorities for the 2019-20 school year.	Vote	John Flaherty	60 m
III. Closing Items			8:54 PM
A. Adjourn Meeting	Vote	John Flaherty	2 m

Coversheet

Approve Minutes from the April 29 Regular Board Meeting

Section: I. Opening Items
Item: C. Approve Minutes from the April 29 Regular Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on April 29, 2019

APPROVED



Navigator Schools

Minutes

Board Meeting

Date and Time

Monday April 29, 2019 at 3:00 PM

Location

Old City Hall Restaurant, 7400 Monterey Road, Gilroy, CA 95020

Teleconference Locations

- Hollister Prep School, 881 Line Street, Hollister, CA 95020
- 215 Morris Road, Ambler, PA 19002

Directors Present

Alicia Gallegos Fambrini, Caitrin Wright, Fiaau Ohmann, JP Anderson, John Flaherty, John Glover, Joyce Montgomery (remote), Nora Crivello, Victor Paredes-Colonia

Directors Absent

None

Directors who arrived after the meeting opened

Joyce Montgomery

Directors who left before the meeting adjourned

Joyce Montgomery

Guests Present

Kevin Sved, Sean Martin

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Nora Crivello called a meeting of the board of directors of Navigator Schools to order on Monday Apr 29, 2019 at 3:08 PM.

C. Extension of Term for Caitrin Wright

Nora Crivello made a motion to elect Caitrin Wright to a new term.
 Fiaau Ohmann seconded the motion.
 The board **VOTED** unanimously to approve the motion.

Roll Call

John Glover	Aye
Victor Paredes-Colonia	Aye
JP Anderson	Aye
Fiaau Ohmann	Aye
Caitrin Wright	Aye
John Flaherty	Aye
Nora Crivello	Aye
Joyce Montgomery	Absent
Alicia Gallegos Fambrini	Aye

D. Opening Remarks by the Board Chair

C. Wright praised the strong work performed in classrooms at sites to prepare for SBAC testing.

E. Approve Minutes from the February 26 Regular Board Meeting

Caitrin Wright made a motion to approve minutes from the Board Meeting on 02-26-19 Board Meeting on 02-26-19.
 Alicia Gallegos Fambrini seconded the motion.
 The board **VOTED** unanimously to approve the motion.

Roll Call

John Flaherty	Aye
Nora Crivello	Aye
Victor Paredes-Colonia	Aye
Alicia Gallegos Fambrini	Aye
Joyce Montgomery	Absent
JP Anderson	Aye
John Glover	Aye

Roll Call

Caitrin Wright	Aye
Fiaau Ohmann	Aye

F. CEO Report

Board members discussed implications of the Brown Act and FOIA for board communications.

II. Topical Items

A. Board Roles and Governance

C. Wright introduced the speaker and provided an overview of the purpose of the presentation. Meeting attendees introduced themselves. M. Cornell-Feist presented information via teleconference. She reviewed components of excellence relating to boards. M. Cornell-Feist reviewed key elements of board evolution. She also reviewed the cycle of developing board excellence. The board asked additional questions regarding time management and symbiosis between staff, committees, goals, and the board. M. Cornell-Feist explained a sample Key Annual Organizational Decision Chart. Board members shared impressions and reactions to the chart. J. Glover suggested developing a subset of timelines for repeated annual events (items on a recurring cycle, such as budgets, for example). J. Flaherty sought clarification regarding leadership versus management responsibilities (and functions) of the board, including board management of itself. He also discussed the role of staff and board relating to priorities and vision.

Member shared final impressions and questions at the end of the presentation. N. Crivello posed a question regarding scheduling a retreat in summer versus scheduling a retreat in February. S. Waller commented on the history of the board and the unique talents of the current board. V. Paredes-Colonia mentioned the concept of knowledge management and reviewing the past year in order to prepare for the next (knowledge retention process). K. Sved reflected upon the presentation and the future of the process; it is a continuum that requires us all to work together. He commended the dedication of board members.

Kevin Sved arrived.

B. 2019-20 Navigator Schools Calendar

John Glover made a motion to approve the calendar.
Victor Paredes-Colonia seconded the motion.
The board **VOTED** unanimously to approve the motion.

C. 2019-20 Board Meeting Calendar

Caitrin Wright made a motion to approve calendar with amendment to consider alternatives to the February meeting date.
Alicia Gallegos Fambrini seconded the motion.

The board **VOTED** unanimously to approve the motion.

D. Watsonville Prep Update

A. Hernandez introduced Watsonville Prep School (WPS) staff members. K. Carr described the recent lottery for WPS and reviewed current enrollment numbers. Board members asked clarifying questions about enrollment and engagement efforts. C. Wright made suggestions for connecting with the community. J. Glover discussed communication strategies, and other attendees offered comments and questions on the topic. J. Flaherty elicited feedback from WPS staff members. Staff members suggested home visits, welcome packets, school visits, and school visit videos. Board members offered additional outreach suggestions. K. Carr reviewed upcoming school tour visitors. C. Wright asked a question about outreach efforts to members of the migrant community. K. Carr and S. Waller described these efforts. C. Wright and J. Flaherty reiterated the importance of this inclusion effort in relation to establishing the reputation of the school. J. Glover offered additional community connection strategies. A. Hernandez offered a further description of the orientation events for WPS. C. Wright thanked the WPS staff members for their attendance and efforts to open WPS in the fall.

E. Long-Term Facilities (HPS and WPS)

K. Sved provided an overview of Hollister Prep School (HPS) long-term facilities needs and the current strategies to meet these needs. N. Crivello asked a clarifying question regarding sharing facilities with R.O. Hardin Elementary. K. Sved reviewed WPS facilities for the upcoming school year, including long-term facilities strategies. He thanked J. Glover for the advice he provided on these matters.

F. Governance Committee Report

C. Wright mentioned succession planning and impending updates to charter school laws.

G. Finance Committee Report

A. Ortiz reviewed topics covered during the last finance committee meeting.

H. 2018-19 Financials

A. Ortiz main points of the financials, including variances, fundraising goals, and capital expenditures.

I. IRS Form 990

A. Ortiz reviewed the IRS Form 990 documents.

A motion was made at this point to move agenda item "M" forward to follow this item. J. Glover made the motion and A. Gallegos Fambrini seconded the motion. The vote was unanimous.

J. Dinner Break

N. Crivello made motion to recess for dinner and J. Flaherty seconded the motion at 5:41 pm. The board approved this motion unanimously.
Joyce Montgomery arrived.

K. Strategic Direction Study Session: Dissemination and Growth

N. Crivello made a motion to end the dinner recess. J. Anderson seconded the motion, and the vote approved it unanimously (at 6:12 pm).

A. Bray provided an agenda for his presentation and related activities. He also provided context for the discussion.

L. Possible Vote to Approve Dissemination Pilot

Caitrin Wright made a motion to approve a 2-year dissemination pilot to partner with up to three organizations and up to five schools.

Fiaau Ohmann seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

John Flaherty	Aye
Victor Paredes-Colonia	Aye
Nora Crivello	Aye
Joyce Montgomery	Aye
Caitrin Wright	Aye
Alicia Gallegos Fambrini	Aye
Fiaau Ohmann	Aye
John Glover	Aye
JP Anderson	Aye

M. 2019-20 Local Control and Accountability Plan (LCAP)

This item was moved to follow item "I" per board vote.

A. Ortiz provided a summary of LCAP development.

N. 2019-20 Salaries

Joyce Montgomery left.

Nora Crivello made a motion to approve 2019-20 salaries.

John Glover seconded the motion.

The board **VOTED** unanimously to approve the motion.

K. Sved summarized the topic.

O. 2019-20 Preliminary Budget

A. Ortiz referred members to materials in the packet. She clarified 2019-20 salaries as a component within the proposed budget. J. Glover requested more information concerning budgeting and building a surplus from the finance committee. C. Wright sought clarification on a new position and related efforts for fundraising, including fundraising contingency plans. C. Wright praised the proactive work of A. Ortiz.

P. 2019-20 Draft NS Priorities

K. Sved summarized potential key priorities. He discussed a process of developing terminology and a shared vocabulary to apply to this issue. C. Wright asked clarifying questions regarding partners. J. Flaherty made a suggestion concerning planning for the priorities. J. Glover suggested developing a multi-year timeline and map that includes these priorities.

III. Closed Session

A. Public Announcement of Reasons for Closed Session

C. Wright announced the reason for the closed session. Board entered closed session.

B. Closed Session: Real Property Negotiation, Hollister Prep School

John Glover made a motion to authorize CEO to negotiate option to purchase parcel (expense not to exceed \$15,000).

JP Anderson seconded the motion.

The board **VOTED** unanimously to approve the motion.

IV. Return to Open Session

A. Public Report of Actions Taken During Closed Session

The board voted to grant the CEO authority to negotiate purchase of a parcel with fees not to exceed \$15,000. The vote was unanimous.

V. Closing Items

A. Adjourn Meeting

Alicia Gallegos Fambrini made a motion to adjourn the meeting.

Caitrin Wright seconded the motion.

The board **VOTED** unanimously to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:00 PM.

Respectfully Submitted,
Sean Martin

Coversheet

CEO Report

Section: I. Opening Items
Item: D. CEO Report
Purpose: FYI
Submitted by:
Related Material: Support Office Fundraising Priority.pdf
Math Priority.pdf
Leadership Development Priority.pdf
Academic Program Priority Update.pdf
1. CEO Update.pdf
Volunteer Engagement Priority.pdf
Social Emotional Learning Priority.pdf



Date: June 11, 2019

To: Board of Directors

Submitted By: Kevin Sved, CEO

Subject: Support Office Fundraising Goals **Agenda Item Type:** FYI

Overview

Support office expansion in 2018-19 required donations budgeted at \$665,000.

Status

Donations to date include \$300,000 received from Charter School Growth Fund in December 2018, \$78,000 from New School Venture Fund, and a carryover of support from Charter School Growth fund (\$150,000) received in 2017-18. Thus, we fell short of the goal by \$137,000.

Analysis

As a result of falling short in the fundraising goal, the Support Office will end the year with a projected ending balance of \$123,000, when the goal was to build on the previous balance. The Support Office worked diligently over the last two years to build a fund balance. The beginning fund balance for the CMO in July 2016 was negative \$31,187.

Key lessons from falling short on this goal include the following:

- 1) We were overly optimistic regarding the work we could take on, particularly given the first priority of getting Watsonville Prep approved and on-path to open.
- 2) Additional staff support is necessary to help carry the load to expand our donor base
- 3) Only probable or secured funding should be included in our budgets unless there are approved plans for cutting costs or funding the shortfall out of reserves or other sources.

Next Steps

We have worked to start the 2019-20 year well ahead of where we started the 2018-19 year. We recently received \$200,000 from the Calder Foundation, which is a new donor to Navigator. The grant will provide \$100,000 to support the launch of Watsonville Prep in 2019-20 and \$100,000 in 2020-21. Additionally, we are being recommended for a \$275,000 grant from the New School Venture Fund. We should get a final decision on this by the end of June 2019. Other next steps being taken to meet our fundraising targets going forward include:

- 1) The fundraising target budgeted for 2019-20 only includes secured, committed, or probable support.
- 2) The proposed 2019-20 budget includes a full-time Manager of Auxiliary Engagement to support fundraising and relationship-building efforts.
- 3) A more focused planning effort to develop stronger local philanthropic support is underway.



Date: June 14, 2019

To: Board of Directors

From: James Dent, CAO and Heather Parsons, DCI

Re: Mathematics Priority 2018-19

Objectives for Math Priority 2018-19:

- a. Update the board regarding efforts to strengthen math outcomes through improved Concrete, Representational and Abstract (CRA) instruction
- b. Update board on data findings
 - a. Annual Smarter Balanced Assessment Consortium (SBAC) Assessment
 - b. 3rd-5th Fact Fluency
- c. Update board on next steps

Overview:

Despite having some of the strongest math outcomes in the state for similar schools, Navigator has made a commitment this year to improving math instruction geared toward student conceptual understanding of mathematics. We have identified that our lowest performing students in math struggle to “visualize” the math which ultimately leads to increased confusion and decreased learning. To counter this, we have aggressively implemented the process of Concrete-Representational-Abstract (CRA) instruction in which students learn to connect the concrete (manipulatives) and representational (visual drawings) to the abstract (formulas). This year Navigator has held over twenty hours of professional development for the math teams targeting strategies to implement CRA effectively. We have also worked with site leaders to help them understand this shift in math instruction to be able to provide targeted coaching. Despite the fact that fifty percent (4/8) of the math teachers at HPS and fifty-six percent (5/9) at GPS are new to Navigator or new to teaching math at their grade level, student results remain strong (see SBAC preliminary results in Maintaining a Strong Instructional Program Priority).

We have seen growth trends for nearly all of our data points including STAR and NWEA MAP and our Navigator Illuminate assessments. Additionally, we have added math fact fluency data to our weekly data analysis at the leadership level. To do so we have begun assessing student math fact fluency weekly to establish our baseline data for future year to year analysis and immediate skills interventions. Our focus on CRA, fluency, targeted coaching, and professional development has supported the continued improvement of our math program, but our preliminary SBAC scores suggest we still have work to do to close the gap in math. To that end, we will be implementing our most extensive intervention program for math next school year. The principals and support office team are working on the plan already.

Student Outcomes

Illuminate Weekly Quizzes

Navigator's internally developed weekly math quizzes are designed to assess student learning on the particular math standard taught that week. These formative assessments are developed and delivered through our Illuminate assessment system in grades K-8 and are designed to reach the rigor level of the SBAC. Illuminate provides a robust library of assessment questions for each standard that we choose from to build our assessments. The average quiz scores appear to be predictive of how well students will perform on the SBAC.

Analysis:

Once SBAC scores are complete, Navigator will complete an in-depth analysis of students that met proficiency versus those that have not. At the next Navigator board meeting, this analysis will be provided. So far, math scores show a slight decline on SBAC this year compared to last.

We will continue to focus on mathematics as an academic departmental priority for at least one more year as our teams work to improve the CRA continuum as well as the continued development of our fluency program and goals. We would like to research and study other outlying schools who are scoring at 80% or higher to help us further understand the best practices these schools are using to help their students achieve mastery.



Date: June 14, 2019

To: Board of Directors

From: James Dent, Chief Academic Officer and Heather Parsons, DCI

Re: Site Leadership Development Priority 2018-19

Objectives:

1. To update the board on the codification of the Site Leadership Development Program
2. To update the board on the development of our leadership pipeline for future site leaders

The 2019-20 school year was monumental for Navigator in developing and codifying our leadership development program as well as preparing and placing new leaders for the upcoming school year.

Instructional Design for Leadership Development

Both site teams have been an integral part of the instructional design process for our leadership development program. They helped us identify existing gaps, gave input on solutions, as well as piloted and evaluated solutions. Together we were able to complete the meeting structures and Criteria for Success documents for the core elements:

- Becoming an Excellent Coach
- Leading a Data-Driven School

Next Steps

With the leadership coaching process designed, tested and evaluated, we can now move to the production of the training workshops and publication of these assets on www.navilearning.org. Additionally, we will begin instructional design process for our final leadership training module, Managing Effective Teams.

Preparing and Placing New Leaders

Navigator has retained one hundred percent of its site leadership team for the second year in a row. All eight of our current coaches will be returning to GPS and HPS next year, and we will be adding three coaches to launch WPS.

HPS

Debbie Benitez will continue to lead her team of Lisa Ucello, Nick Backich and Shawna Freitas. Debbie has not only been developing her site admin, but has also been mentoring Gabrialla Roldan and Ray Glass, who will both be entering leadership positions next year. She sent three of her teammates to RELAY GSE, and two others to Innovate for additional professional development. She herself attended The Together Leader training.

GPS

Crystal Toriumi will continue to lead GPS with Missy Corral by her side as VP of Academics (VPA). Both Crystal and Missy attended the Innovate trainings this year to help them in their first year as site leaders. Crystal will take on one a new VP of Culture and Operation (VPCO), Mariah Butron. Mariah has excelled as a GPS teacher in both the humanities and STEM departments. She attended RELAY GSE to begin her coaching development this year, and has helped to coach her peers. Aimee Hubbard, the current VPCO, will be moving to the support office to head up our fundraising efforts.

WPS

Andi Hernandez has hired two bilingual teammates, Gabriela Roldan from HPS as VP of Academics and Natalie Alvarez for the VP of Culture and Operations. Gabby has worked as a teacher in training as well as teaching fourth, fifth and sixth grades over the past five years. She has been trained at RELAY GSE and has coached other teachers at HPS. We are excited to have her help launch WPS. Natalie is new to Navigator and has had a successful career thus far as a teacher and member of the site leadership in her years of service in Salinas school districts.

In 2019-20, three of our leaders will attend Innovate Public Schools' Principal Fellowship program. Additionally, several new teachers at each site have been identified as mentor teachers for the 2019-20 and will begin to learn the Navigator coaching strategies.



Date: Revised on June 16, 2019

To: Navigator Schools Board of Directors

From: James Dent, CAO, and Heather Parsons, DCI

Re: Priority Update: Continue implementing strong instructional program for all students

Objective(s):

1. Provide board with preliminary SBAC results
2. Outline our plan to address data findings

Overview of Smarter Balanced Assessment Consortium (SBAC) Assessment

Smarter Balanced Assessment Consortium (SBAC) assessment is administered as part of California's state testing program. It assesses student mastery of the Common Core State Standards. Both the SBAC English Language Arts (ELA) and Math tests consist of the following two components:

1) Computer-adaptive questions:

A set of test questions in a variety of question types that adjust to each student based on the student's answers to previous questions. This section includes a range of item types, such as selecting several correct responses for one item, including typing out a response, completing short answers or filling in tables.

2) Performance tasks:

Collections of wider range of tasks tailored to more accurately measure a student's ability to apply knowledge and skills across multiple standards, under a single theme or scenario. These activities are meant to measure a student's depth of understanding, writing and research skills, and analysis and critical thinking skills. SBAC results provide one measure of student knowledge of the subject matter, critical thinking, analytical writing, and problem-solving skills needed to prepare for and succeed in today's world.

SBAC assessments are administered to students in grades 3–8 and grade 11. SBAC results give us a key measure of how well students are mastering California's challenging academic standards in English language arts/literacy and mathematics. The skills called for by these standards—the ability to write clearly, think critically, and solve problems—are critical to success in college and 21st-century careers.

No single assessment can provide teachers with all the feedback they need to tailor instruction to meet the needs of their students. These results should be considered along with other measures of learning and in consultation with a student's teachers. Because SBAC tests are given statewide, they provide an opportunity to measure the skills of all students against the same academic standards in the same way, and the results provide information schools can use to improve teaching and learning.

Navigator's Preliminary 2019 SBAC Results

Preliminary results from 2019 Spring testing at Navigator Schools is charted below.

GPS

	ELA 2017-2018	ELA 2018 - 2019	Change This year	Math 2017-18	Math 2018-19	Change This Year
3rd	81%	83%	2%	75%	82%	7%
4th	80%	78%	-1%	73%	72%	-1%
5th	85%	77%	-8%	72%	52%	-20%
6th	83%	78%	-5%	65%	63%	-2%
7th	91%	88%	-3%	72%	75%	3%
8th	88%	79%	-10%	67%	74%	7%
School Wide	85%	81%	-4%	70%	69%	-1%

HPS

	ELA 2017-18	ELA 2018 - 2019	Change This year	Math 2017-18	Math 2018-19	Change This Year
3rd	88%	88%	0%	78%	76%	-2%
4th	93%	87%	-6%	85%	86%	2%
5th	85%	88%	3%	63%	48%	-15%
6th	85%	83%	-2%	75%	80%	5%
7th		90%	N/A		70%	N/A
School Wide	88%	87%	-1%	75%	72%	-3%

Next steps:

While scores are preliminary, there are declines of 1-4 percentage points in all school wide areas. Both schools performed an in-depth data analysis where we drilled down to each and every student that either did not make anticipated gains or dropped in their scale score. We have developed reports by cohort that include historical summative data and all subgroup indicators to help us determine the best course of action for the whole organization and these individual students. Through this intense strategic planning process, we came to several conclusions and developed a Tier I, Tier II and instructional coaching action plan (Table 1). In our Multi-tiered System of Support (MTSS), Tier I refers to all students — either schoolwide or at particular grade(s), Tier II supports target specific groups of students, and Tier III supports focus on individual students.

Table 1

Coaching Action Plan	
Action	Intended Impact
<ul style="list-style-type: none"> Add coaching and curriculum support through assignment of two subject-specific middle school coaches 	<ul style="list-style-type: none"> Coaches with middle school content expertise will be able to provide a higher level of intellectual preparation support Adding temporary middle school coaches will allow existing coaches to focus on new staff during our expansion year
<ul style="list-style-type: none"> Develop a databank of all students, by cohort, whose data met our criteria of concern 	<ul style="list-style-type: none"> Custom reports generated from this databank will serve as our student watchlists for 2019-20 and inform coaching discussions
<ul style="list-style-type: none"> Collect weekly student assessment samples from our watchlist and roll out a Looking at Student Work (LASW) protocol 	<ul style="list-style-type: none"> By collecting weekly samples from our watchlist students, we will be better able to analyze their individual misconceptions and address them appropriately through reteaching and interventions
<ul style="list-style-type: none"> Improve and develop Live Coaching protocols for classroom culture and management coaching, as well as coaching for academic rigor 	<ul style="list-style-type: none"> 1:1 coaching sessions will be more focused on Intellectual Prep (IP) and Looking at Student Work (LASW)
<ul style="list-style-type: none"> Provide additional Intellectual Prep (IP) time for all teachers and small-group instructors (SGIs) 	<ul style="list-style-type: none"> With more time for IP, teachers and SGIs will have a deeper understanding of the standards as well as the needs of students on their watchlist

Tier I Instructional Action Steps	
Action	Intended Impact
<ul style="list-style-type: none"> Increase professional development around both academic and domain-specific vocabulary 	<ul style="list-style-type: none"> Teachers will be better prepared to teach vocabulary to all students, especially English learners

<ul style="list-style-type: none"> ● Pilot Amplify Core Knowledge and Language program in K-2 at Watsonville Prep 	<ul style="list-style-type: none"> ● Purchasing an English Language Development (ELD) program tied to a reading program will reduce the amount of time teachers need to design ELD lessons and introduce us to new ways to teach language
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Tier II Instructional Action Steps	
Action	Intended Impact
<ul style="list-style-type: none"> ● Budget additional funds for more experienced and credentialed teachers to provide after school intervention 	<ul style="list-style-type: none"> ● Navigator has had teachers-in-training provide the bulk of after school intervention; adding more experienced, credentialed teachers will result in a faster growth rate for students
<ul style="list-style-type: none"> ● Decrease size of after-school intervention groups to specifically target a common skill gap, as opposed to a general deficit 	<ul style="list-style-type: none"> ● Smaller groups focused on specific skills will provide a more impactful session
<ul style="list-style-type: none"> ● Select and implement after-school intervention materials based on the specific skill gaps 	<ul style="list-style-type: none"> ● Ensuring the right resources for the instruction of specific skill gaps will result in a faster growth rate

We will begin these action steps immediately and evaluate their impact throughout the year by closely monitoring our watchlist students, analyzing Navigator quiz data every week, and ensuring teachers and leaders are receiving the intellectual preparation needed to support our most vulnerable students. This ongoing evaluation will provide us with the insights we need to iterate on the program design and implementation or provide additional professional development as needed.



Date: June 17, 2019
To: Board of Directors
From: Kevin Sved
Re: CEO Update

Dear Board Members,

As we wrap up the 2018-19 school year, I want to start by thanking you for your time, energy, expertise, wisdom and overall dedication and commitment to serving the mission of Navigator Schools. Our mission: Navigator Schools equips students to be learners and leaders in high school, college, and beyond. We develop top-tier teams of educators who continuously improve and innovate schools that deliver phenomenal outcomes for all students, regardless of their circumstances. Your volunteer work as Navigator Board members is making a meaningful difference in the lives of students. Thank you.

We also appreciate the hundreds of pages of material you digest to make informed decisions for our schools. This meetings' packet is no exception. I am hoping that this email helps to focus any remaining meeting prep time you have on what I view as the most significant issues.

We plan to spend the biggest chunk of time discussing the 2019-20 Organizational Priorities. These three priorities are:

- 1) Implement highly effective academic intervention programs to ensure strong results at GPS, HPS, and WPS.
- 2) Establish viable pathways for continued growth in the current political climate, while preserving current charters.
- 3) Deliver effective model provision support to partner schools.

The framing document for the discussion is [here](#) (also included in the Board packet.) There are updates on the 2018-19 priorities included in the packet under CEO report as well as the growth and dissemination update that provide helpful background. The [academic program priority update](#), which was updated this morning, includes preliminary results from spring 2019 Smarter Balanced Assessment Consortium (SBAC) assessments. While these results are preliminary, our experience is that there is very little change from the preliminary results to the final results that will be released in the fall by the California Department of Education. These preliminary results provide valuable information on how we did and can give insights into how we can improve our performance. The preliminary results are summarized in the table below:

Percentages of students scoring proficient or advanced on SBAC English Language Arts (ELA) and Math.

	ELA 2018	ELA 2019	Change	Math 2018	Math 2019	Change
GPS	85%	81%	-4%	70%	69%	-1%
HPS	88%	87%	-1%	75%	72%	-3%
Navigator	86%	84%	-2%	73%	70%	-3%

The Academic Program Priority Update goes into greater detail on these results and the plans to address them. I want to assure you that these declines are being taken seriously and we will be working diligently to help ensure that 2019-20 will show growth in ELA and math at GPS and HPS (WPS will not be doing SBAC assessment until 2020-20 when it grows to include 3rd grade which is the first year of SBAC assessments). It is also important to point out that overall the proficiency rates at GPS and HPS are extremely high and will continue to be among the strongest in the region and state for schools with comparable demographics.

The agenda also includes some urgent, time-sensitive actions that need to be made before June 30. These are:

1. Local Control Accountability Plans (LCAPS)
2. 2019-20 Budgets
3. Most consent agenda items

While the LCAPs are long and complex documents, little has changed since we shared them over the last two meetings. We have updated the latest LCAPs to include the 2019 year-end survey results that have come in over the last two weeks. To support the approval process of the LCAPs tomorrow night, we will bring summary documents that show how we performed on annual measurable outcomes with the proposed annual expected measurable outcomes for 2019-20.

Thank you for your continued support and I look forward to seeing you soon!



Date: June 12, 2019

To: Board of Directors

Submitted By: Kevin Sved, CEO

Subject: Increasing Volunteer Engagement **Agenda Item Type:** FYI

Overview

Increasing volunteer engagement was established as a priority for 2018-19 as a way to strengthen the governance structure for Navigator Schools.

Status

During the February 2019 board meeting, the Board added a ninth board member to the NS Board of Directors. In December 2018, the Board established an Academic Support Committee. The Governance Committee is in the process of identifying of a Committee Chair for the Academic Support Committee. Parent participation in school committees and the LCAP process increased this year and are well positioned for a strong start in 2019-20.

Date: June 14, 2019

To: Board of Directors

Submitted By: Sharon Waller, Director of Student Services

Subject: Social Emotional Learning (SEL) Priority Update

Agenda Item Type: Informational, Discussion

Objective: To provide an end of year progress update to the NS Board on NS priorities

Year-End Evaluation of SEL as a Priority

One of Navigator Schools’ organizational priorities was to increase our student’s social emotional learning skills. The skills that were stressed were: self-awareness, self-management, social awareness, relationship skills, and responsible decision-making.

Students and adults were taught the SEL skills using three strategies. These strategies included explicitly teaching SEL skills during weekly community meeting times using a prescribed curriculum, using positive behavioral interventions and support (PBIS) with fidelity at all campuses, and adult modeling of the SEL skills during staff meetings and professional development.

Social Emotional Learning has become embedded into the Navigator School culture this year. Next year these skills will continue to be taught to students and staff with the ultimate goal being that SEL is integrated into all core subjects.

Strategy 1:

All students received explicit instruction in SEL skills using PATHS curriculum, Toolbox strategies or Second Step, during the weekly Community Meeting Time.

Results are based on community meeting walk-through documents and Illuminate data.

Strategy 1		GPS	HPS	NS
Teachers using Community Meeting Time to address SEL skills	Winter 2018	100%	100%	100%
	Spring 2019	100%	100%	100%
Teachers using adopted curriculum with fidelity	Winter 2018	78%	69%	74%
	Spring 2019	82%	83%	82.4%

Improvement strategies to address the gaps:

Professional Development in coaching to excellence in community meetings will be provided to administrators in June, 2019

One-to-ones with teachers will provide them with coaching on the community meeting curriculum.

Strategy 2:

PBIS was implemented by staff with fidelity in classroom and schoolwide settings.

Progress was determined using the PBIS Walkthrough Tool and student points reports.

Strategy 2		GPS	HPS	NS+
Evidence of schoolwide PBIS	Winter 2018	100%	100%	100%
	Spring 2019	100%	100%	100%
Weekly or bi-weekly PBIS Team meetings	Winter 2018	100%	100%	100%
	Spring 2019	100%	100%	100%
Classroom expectations taught at beginning of year	Winter 2018	100%	100%	100%
	Spring 2019	-	-	-
An increase in increase in students' positive responses on surveys is exhibited from Fall 2018 to Spring 2019.	Fall 2018 to Winter 2018	-1.5% Gr. 3-8	2% Gr. 3-6	
	Winter 2018 to Spring 2019	+7 Gr. 3-5*	+16 Gr. 3-5	
Increase in PBIS points (positive points given to students by teacher)	Winter 2018	+7%	-20%	-13%
	Spring 2019	+18.5%	N/A**	-

*Scores are limited to 3rd-5th for the Spring Survey. Implementation of SEL surveys across all relevant grade levels is now complete, and 2019-20 reports will include grades 3-8 at GPS and HPS.

** HPS currently in discussions about switching reward/point tracking programs so that all schools are using the same reward/point tracking system. Currently GPS uses PBIS Points and HPS uses Class Dojo.

Next steps to address the gaps:

- Teachers will be provided live coaching on using the student point systems more effectively.
- Teachers will be provided live coaching to help them provide frequent positive reinforcement for student awareness of school values.
- Continue to provide monthly student awards highlighting the school values

Strategy 3:

Leaders explicitly model SEL skills during all PD opportunities and staff meeting huddles.

Progress was determined by the administrator tracking document, observational data and evidence of SEL skills during opener for staff.

Strategy 3		GPS	HPS	NS
Adults modeling SEL skills during morning huddle, Wednesday PDs and other trainings led by Navi staff	Winter 2018	90%	90%	90%
	Spring 2019	90%	90%	90%
Directors begin meeting with SEL focus	Winter 2018	100%	100%	100%
	Spring 2019	100%	100%	100%

Next steps to address the gaps:

Professional Development will be provided to all staff on how to integrate SEL into academic content in August of 2019.

Coversheet

Consent Agenda

Section: I. Opening Items
Item: E. Consent Agenda
Purpose: Vote
Submitted by:
Related Material: 2019-20 Consolidated Application for Funding Memo.pdf
Attendance, McKinney-Vento, Title IX Memo and Policies.pdf
GPS Wellness Memo and Policy.pdf
STRS Santa Cruz WPS Memo and Form ES1026.pdf
MOU SBE Watsonville Prep Memo.pdf
Remote Worker Policy.pdf
STRS Santa Clara GPS Memo and Application.pdf
Food Services GPS WPS Memo and Contract.pdf



Date: June 18, 2019

To: Board of Directors

From: Ami Ortiz, Director of Business & Finance

Re: 2019-20 Consolidated Application for Funding

It is recommended that the Board approve the 2019-20 Consolidated Application for Funding for Gilroy Prep, Hollister Prep and Watsonville Prep.

Background

Local Educational Agencies (LEA) use the Consolidated Application and Reporting System (CARS) to electronically apply for, manage, report and provide assurances that the LEA will comply with the legal requirements related to specific formulas driven by state and/or federal categorical programs. The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

With the Board's approval Gilroy Prep, Hollister Prep and Watsonville Prep will all be applying for Title I-Part A, Title II- Part A, Title III- Part A, and Title IV-Part A.

Summary

Staff recommends the Board to approve the 2019-20 Application for Funding for Gilroy Prep, Hollister Prep and Watsonville Prep.



Date: June 11, 2019

To: Board of Directors

From: Sharon Waller, Benjamin Moeller, Sean Martin

Re: Attendance and Truancy, McKinney-Vento (Homeless), and Title IX Policies Memo

Navigator Schools has established a working group to review policy development, management, and compliance. Its first order of business is to identify and review policies that are of the highest priority in terms of school operations and compliance. For every policy under review, the team researches highly-regarded sources for guidance and sample documents. These reputable sources include the California Charter Schools Association (CCSA), the Charter Schools Development Center (CSDC), the California Department of Education (CDE), outstanding charter schools, and the law offices of Young, Minney, and Corr (YMC).

Three policies have been fast-tracked for updates and revision. The three policies are

1. Attendance and Truancy
 - a. This policy establishes expectations and sets out procedures for documenting, supporting, and reporting student attendance. Definitions and procedures for tardies and trancies are included. The policy promotes a positive, non-punitive approach to promoting student attendance and communicating with families.
2. McKinney-Vento
 - a. The McKinney-Vento Homeless Assistance Act, reauthorized in December 2001, ensures educational rights and protections for children and youth experiencing homelessness. This policy provides definitions for homelessness, establishes an official homeless-student liason, summarizes assurances, and outlines related procedures, supports, and services.
3. Title IX, Harassment, Intimidation, and Bullying
 - a. Title IX continues to evolve, and it requires updated policies and procedures covering multiple topics. Policies related to Title IX are ultimately guided by federal law. As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying include verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation.

Navigator staff will continue to review, update, and develop these and other policies to ensure compliance, inclusion, health, safety, equity, and achievement, organization-wide. We recommend that the board approve these three essential policies.



Attendance and Truancy Policy

Navigator Schools believes that prompt and regular attendance is essential to the learning process and is an important life and work skill. By choosing to attend Navigator Schools, students and families accept that regular attendance is part of the social contract that helps students succeed. California's compulsory education laws require children between six and eighteen years of age to attend school, with a limited number of specified exceptions.

Terms

Tardy	Students who arrive to school after the scheduled start time but less than thirty minutes late. Excessive tardies will generate a consequence.
Late	Students who arrive to school more than thirty minutes after the scheduled start time are late.
Excused absence	An absence is excused when a student who is absent from school provides an approved excuse to the attendance office within forty-eight hours of the student's return to school. Approved excuses are: <ul style="list-style-type: none"> ● Student illness ● Quarantine of student under the direction of county or city health officer ● Medical, eye, or dental appointments ● Attending funeral services of immediate family members ● Observance of religious holiday or a bereavement period ● Pupil's Naturalization Ceremony to become a US Citizen Excessive absences (over 3 days) may require verification by a school official or physician.
Unexcused absences	An absence is unexcused when a student who is absent or late from school without an approved excuse communicated to the attendance office within forty-eight hours of the student's return to school. This definition applies to family-approved vacations.
Legally truant	Legally truant is defined as any pupil subject to full-time education who misses more than thirty minutes of instruction (three combined occurrences of unexcused absences or lates) without a valid excuse three or more times in one school year.
Habitual truant	An habitual truant is any pupil subject to full-time education who is absent or late from school without a valid excuse six or more times in one school year. Six combined occurrences of unexcused absences and/or lates will result in a student being classified as an habitual truant.

Early Out	An early-out is when a student departs from school with a parent/guardian prior to the official end of the school day. Excused early-outs apply to medical and dental appointments. Other reasons are not excused. These instances are part of the normal attendance calculations and can be used to further identify attendance issues for a student. Excessive early-outs will generate a consequence. Medical and dental excuses may require verification by a school official.
Note: Occurrences are combined unexcused absences and lates. For example, a student with 1 absence and 2 lates is legally truant. A student with 4 absences and 2 lates is an habitual truant.	

Policy

Attendance is taken each morning as the start of each school day. Students not in class at that time will be marked absent. Students who arrive after assembly in the morning must first visit the office and receive a hall pass to enter class. Students without a valid hall pass will not be admitted to class. Students who arrive between 1-29 minutes after the scheduled start of class will simply be marked Tardy (T) for that day. Students who are more than 30 minutes late will be marked Late (L). Early departures from school are recorded in a student’s permanent attendance record as Excused or Unexcused.

The office staff will check Illuminate daily for any student who has two unexcused absences and/or lates. An office staff member or designee will make a personal call to the student’s family with the purpose of offering support to increase attendance.

The Administrator will review unexcused absences, lates, tardies, early outs and measures will be taken if the absences are determined to be unauthorized or excessive.

Once a student is classified as “Legally Truant” (three occurrences) a “Notification of Truancy” (**Letter 1**) is sent out via mail notifying the parents of their student’s status [Figure 1] along with a copy of this policy.

Student Attendance Review Board (SARB)

An habitually truant pupil (six occurrences) will trigger the SARB process which includes the following steps:

6 th Occurrence	Letter 2	An Habitual Truancy letter and a brochure with suggestions to improve student attendance are sent home to parent.
7 th Occurrence	Letter 3	<ul style="list-style-type: none"> ● Third Notice of Truancy is sent home. ● A parent conference with the school administrator is scheduled at which time the SARB process is explained by the administrator. ● Student and parent receive a brochure about attendance and sign a notice verifying

		understanding of the Attendance and Truancy Policy and expectations.
8 th Occurrence	Letter 4	<ul style="list-style-type: none"> ● Fourth Notification of Truancy is sent home. The Administrator and/or School Resource Officer may schedule a home visit or contact the Office of the District Attorney.
<p>Beyond 8 occurrences in a year:</p> <ul style="list-style-type: none"> ● A second parent/guardian conference is scheduled. An intervention form with attendance resources is presented to parent. A student-parent-school agreement is developed and signed. This agreement may include the use of check in and check outs at school, plans for alternative transportation, evening parenting classes, a mandatory after-school program, and/or Saturday School attendance to assist the student in maintaining academic skills. ● If unexcused absences continue, legal action may be taken against the parents. Enrollment at the School may be jeopardized. The case is referred to the Director of Student Services for review. If approved, the director may refer the case to the District Attorney's office. 		

Early Out and/or Excessive Tardies

A student who is picked up from school prior to the release of school will only be excused for reasons listed in the definition of excused absences (see above). All other reasons will be marked as unexcused. These occurrences are not added to the calculation of attendance, but they are tracked for review by the school administrator. Excessive early-outs and/or tardies (a combination of ten or more) are discouraged and detract from a student's overall attendance performance. After determining that the excessive early outs and/or tardies are affecting academic progress, the school administrator will hold a parent conference and discuss consequences and solutions.

Office Staff Responsibilities

The school office staff generates a weekly truancy report in Illuminate. Letters will be sent to families per the **Attendance and Truancy Policy**. The office staff will contact teachers to identify students with excessive early-outs, tardies, and absences. Meetings with parent/guardian regarding student truancy will be initiated by the school administrator and these meetings will include the student's classroom teacher.



Póliza de Asistencia y Ausentismo Escolar

Las Escuelas Navegantes creen que la asistencia puntual y regular es esencial para el proceso de aprendizaje y es una importante habilidad de la vida y trabajo. Al elegir a asistir a las Escuelas Navegantes, los estudiantes y las familias aceptan que la asistencia regular es parte del contrato social que ayuda a los estudiantes a tener éxito. Las leyes de educación obligatoria de California exigen que los niños de entre seis y dieciocho años asistan a la escuela, con un número limitado de excepciones especificadas.

Condiciones

Tarde	Los estudiantes que llegan a la escuela después de la hora de inicio programada pero menos de treinta minutos tarde. Las tardanzas excesivas generarán una consecuencia.
Tardío	Los estudiantes que llegan a la escuela más de treinta minutos después de la hora de inicio programada llegan tarde.
Ausencia justificada	<p>Una ausencia es justificada cuando un estudiante que está ausente de la escuela proporciona una excusa aprobada a la oficina de asistencia dentro de las cuarenta y ocho horas posteriores al regreso del estudiante a la escuela. Las excusas aprobadas son:</p> <ul style="list-style-type: none"> ● Enfermedad del estudiante, ● Cuarentena de los estudiantes bajo la dirección del condado o funcionario de salud de la ciudad ● Citas médicas, oculares o dentales ● Asistir a los servicios fúnebres de los miembros de la familia inmediata ● La observancia de un día religioso o un período de duelo. ● Ceremonia de naturalización del alumno para convertirse en ciudadano estadounidense. <p>Las ausencias excesivas (más de 3 días) pueden requerir verificación por un oficial de la escuela o un médico.</p>
Ausencias injustificadas	Una ausencia es injustificada cuando un estudiante que está ausente o llega tarde a la escuela sin una excusa aprobada comunicada a la oficina de asistencia dentro de las cuarenta y ocho horas posteriores al regreso del estudiante a la escuela. Esta definición se aplica a las vacaciones aprobadas por la familia.

Legalmente Ausente	Legalmente ausente se define como cualquier alumno sujeto a educación de tiempo completo que pierde más de treinta minutos de instrucción (tres casos combinados de ausencias injustificadas o ausencias) sin una excusa válida tres o más veces en un año escolar.
Absentismo Habitual:	Un ausente habitual es cualquier alumno sujeto a la educación de tiempo completo que está ausente o llega tarde a la escuela sin una excusa válida seis o más veces en un año escolar. Seis ocurrencias combinadas de ausencias injustificadas y / o retrasos resultará en que un estudiante sea clasificado como ausente habitual.
Salida temprana	Una salida temprana es cuando un estudiante sale de la escuela con un padre / tutor antes del final oficial del día escolar. Las salidas anticipadas justificadas se aplican a las citas médicas y dentales. Otras razones no son justificadas. Estas instancias son parte de los cálculos de asistencia normales y se pueden usar para identificar mejor los problemas de asistencia para un estudiante. Un exceso de salidas anticipadas generará una consecuencia. Las excusas médicas y dentales pueden requerir la verificación de un funcionario escolar.
Nota: Las ocurrencias ausencias injustificadas y tardes se combinan. Por ejemplo, un estudiante con 1 ausencia y 2 tardes está legalmente ausente. Un estudiante con 4 ausencias y 2 tardes es un ausente habitual.	

Poliza

La asistencia se toma cada mañana al comienzo de cada día escolar. Los estudiantes que no estén en clase en ese momento serán marcados como ausentes. Los estudiantes que llegan después de la asamblea en la mañana deben primero visitar la oficina y recibir un pase de entrada para entrar a la clase. Los estudiantes que no tengan un pase válido no serán admitidos en clase. Los estudiantes que lleguen entre 1-29 minutos después del inicio programado de la clase simplemente se marcarán como Tarde (T) para ese día. Los estudiantes que lleguen más de 30 minutos tarde se marcarán tarde (L). Las salidas tempranas de la escuela se registran en el registro de asistencia permanente de un estudiante como excusado o no injustificado.

El personal de la oficina revisará Illuminate diariamente para detectar cualquier estudiante que tenga dos ausencias y / o retrasos injustificados. Un miembro del personal de la oficina o persona designada realizará una llamada personal a la familia del estudiante con el propósito de ofrecer apoyo para aumentar la asistencia.

El administrador revisará ausencias injustificadas, tardías, tardanzas, salidas anticipadas y medidas disciplinarias serán tomadas si las ausencias están determinadas a ser no autorizadas o excesivas.

Una vez que un estudiante es clasificado como "legalmente ausente" (tres ocurrencias) se envía una "Notificación de Absentismo" (**carta 1**) por correo notificando a los padres del estado de su estudiante [Figura 1] junto con una copia de esta política.

Junta de Examinación de Asistencia Estudiantil (SARB)

Un alumno habitualmente ausente (seis ocurrencias) activará el proceso de SARB que incluye lo siguientes pasos:

6ª Ocurrencia	Carta 2	Una carta de Ausencia Habitual y un folleto con sugerencias para mejorar la asistencia de los estudiantes. Se envían a casa a los padres.
7ª Ocurrencia	Carta 3	<ul style="list-style-type: none"> ● Tercer Aviso de Ausentismo es enviado a casa. ● Se programa una conferencia de padres con el administrador de la escuela en la que el administrador explica el proceso SARB. ● El estudiante y los padres reciben un folleto sobre la asistencia y firman un aviso que verifica la comprensión de la Política de asistencia y ausentismo y las expectativas.
8ª Ocurrencia	Carta 4	<ul style="list-style-type: none"> ● La Cuarta Notificación de Ausencia se envía a casa. El Administrador y / o el Oficial de Recursos Escolares pueden programar una visita al hogar o comunicarse con la Oficina del Fiscal del Distrito.
<p>Más de 8 ocurrencias en un año:</p> <ul style="list-style-type: none"> ● Una segunda conferencia de padres / tutores está programada. Un formulario de intervención con recursos de asistencia se presenta a los padres. Se desarrolla y firma un acuerdo entre el estudiante y los padres y la escuela. Este acuerdo puede incluir el uso de registrar su entrada y salida de la escuela, planes de transporte alternativo, clases nocturnas para padres, un programa obligatorio después de la escuela y / o asistencia a la escuela del sábado para ayudar al estudiante a mantener sus habilidades académicas. ● Si continúan las ausencias injustificadas, se pueden tomar acciones legales contra los padres. La inscripción en la escuela puede estar en peligro. El caso se remite al Director de Servicios Estudiantiles para su revisión. Si se aprueba, el director puede remitir el caso a la oficina del fiscal de distrito. 		

Salidas tempranas y / o excesivas

Un estudiante que es recogido de la escuela antes de la salida de la escuela sólo será excusado por las razones enumeradas en la definición de ausencias justificadas (ver arriba). Todas las demás razones serán marcadas como injustificadas. Estas ocurrencias no se agregan al cálculo de la asistencia, pero son revisadas por el Administrador de la escuela. Salidas tempranas y / o tardanzas excesiva son desalentadas y contribuyen al desempeño

general de asistencia del estudiante. Después de determinar que las salidas tempranas y / o tardanzas son excesivas (una combinación de 10 o más) están afectando el progreso académico, el Administrador llevará a cabo una conferencia de padres y discutirá las consecuencias y soluciones.

Responsabilidades del Personal de Oficina

El personal de la oficina de la escuela genera un informe semanal de absentismo escolar en Illuminate. Se enviarán cartas a las familias de acuerdo con la **Política de asistencia y absentismo**. El personal de la oficina se pondrá en contacto con los maestros para identificar a los estudiantes con salidas tempranas, tardanzas y ausencias excesivas. El administrador de la escuela iniciará las reuniones con los padres / tutores con respecto al absentismo del estudiante y estas reuniones incluirán al maestro del aula del estudiante.



McKinney-Vento Policy and Procedures

1. Purpose

Title IA (Section 111(a)(1)) requires that a district (including independent charter schools) receiving Title IA funds include a plan to provide services to homeless students to ensure compliance with the McKinney-Vento Act. The McKinney-Vento Homeless Assistance Act, reauthorized in December 2001, ensures educational rights and protections for children and youth experiencing homelessness.

2. Definitions

Homeless children and youth means children and youth who lack a fixed, regular, and adequate nighttime residence, and includes children and youth who are:

- Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks (does not include trailers or mobile homes in a mobile home park) or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; cars; public spaces; abandoned or condemned buildings or garages; bus or train stations or similar settings; or are abandoned in hospitals;
- Living in a primary nighttime residence that is private or public place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
- Sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason
- Migratory children who qualify as homeless because they are living in circumstances described above

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the School Liaison and it includes a youth not in the physical custody of a parent or guardian. A child or unaccompanied youth shall be considered homeless for as long as s/he is in a living situation described above.

3. Homeless Liaison

The Navigator Schools (NS) liaison currently serves students at Watsonville Prep School, Gilroy Prep School and Hollister Prep School.

Current Liaison:

Sharon Waller

Director of Student Services

(831) 235-0484

swaller@navigatorschools.org

The Homeless Liaison is required to:

- Ensure that homeless children and youth are identified by school personnel and through coordination with other entities and agencies.
- Ensure that homeless students enroll in, and have full and equal opportunity to succeed in, the schools of the Local Education Agency (LEA).
- Ensure that homeless families, children, and youth receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the LEA, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services
- Ensure that parents and guardians are informed of educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
- Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
- Ensure that enrollment disputes are mediated in accordance with the dispute resolution provisions.
- Ensure that the parent/guardian of a homeless child or youth, or any unaccompanied youth, is fully informed of all transportation services and is assisted in accessing transportation services, if available and feasible.
- Assist unaccompanied youth in placement/enrollment decisions.
- School personnel providing services receive professional development and other support.
- Ensure that unaccompanied youth are immediately enrolled in school pending resolution of disputes that might arise over school enrollment or placement.
- Assist homeless children and youth who do not have immunizations, or immunization or medical records to obtain necessary immunizations, or immunization or medical records.
- Collaborate and coordinate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youth.
- Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students

under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

4. General Assurances

Navigator Schools provides the following general assurances:

- Homeless children and youth shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way.
- Homeless children and youth shall be provided services comparable to those received by other students in the school, including transportation services, and education programs for which students meet eligibility criteria, such as services provided under Title 1 or similar state and local programs; programs for students with disabilities; programs for students with limited English proficiency; vocational or technical programs; gifted and talented programs; and school nutrition programs.
- Homeless children and youth will have access to district administrative level reservation of funds (set-asides) for serving homeless students.
- NS shall provide homeless students with access to education and other services necessary for these students to meet the same challenging academic standards as other students.
- NS shall provide and post notices of the educational rights of homeless children and youth.

5. Identification and Reporting

Homeless children and youth will be identified through:

1. The application process for enrollment (self-identification) including McKinney-Vento Affidavit in applicable language
2. School personnel recommendations
3. Coordinated activities with other entities and agencies

NS will comply with all federal, state, county (Santa Clara County, Santa Cruz County, and/or San Benito County), and other data collections and reporting requirements regarding homeless children and youth.

6. School Selection

Homeless students have a right to select from the following schools:

- The school he/she attended when permanently housed (School of Origin)
- The school in which he/she was last enrolled (School of Origin)
- The school in the attendance area in which the student currently resides (School of Residency)

A homeless child or youth's right to attend their school of origin extends for the duration of homelessness. If a child or youth becomes permanently housed during the academic year, he or she is entitled to stay in the school of origin for the remainder of the academic year.

7. Enrollment and Records

Homeless students may be identified at the time of enrollment (through self-reports). As all NS schools are independent charter schools, and therefore schools of choice rather than assigned district schools, placement decisions are based solely on parent request through the application process. In order to provide equal access to its schools, the NS annual student recruitment plan shall include efforts to reach homeless families, children, and youth via free public events, community centers, and local homeless service providers.

Homeless youth will not be discriminated against in the application process. Homeless children and youth will be allowed to apply for enrollment in accordance with current NS enrollment policies even if the parent/guardian is unable to provide the school with the records normally required for enrollment such as previous academic records, birth certificate, medical records, proof of residency, or other documentation. The NS designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other medical records, the designee shall refer the parent/guardian to the homeless liaison. The liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student.

In the case of an unaccompanied youth, the homeless liaison shall assist in the enrollment process. Unaccompanied youth shall be immediately enrolled if space is available even if unable to provide the school with the records normally required for enrollment (as above), and despite lack of parent or legal guardian's supervision or permissions, or "power of attorney" by supervising adult.

In accordance with current NS enrollment policies and state regulations regarding charter schools, if the grade level for which a homeless child or youth has applied has more applicants than spaces available, a random public lottery will take place annually in order to determine enrollment for the following school year. An "in-district" priority will apply during the lottery to homeless youth who self-identify as homeless during the application process as to not discriminate against homeless children or youth due to lack of permanent housing. If a homeless child or youth applies for admission after the annual random public lottery, he or she will be placed on the waitlist in the order in which the application was received, even if the application is incomplete at the time of submission.

Any confidential record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for

special services or programs, of each homeless child or youth will be maintained so that the records are available, in a timely fashion, when a child or youth enters a new school or school district.

8. Nutrition Programs

Homeless students automatically qualify for free breakfast and lunch at NS. Families do not have to fill out an application or provide proof of income. Homeless students will be added to the free meals program as soon as they have been identified.

9. Transportation

Per the McKinney–Vento Act, LEAs must provide services to homeless children/youth that are comparable to those received by other students in the school selected, including transportation. In addition, schools must provide transportation for homeless students to and from their school of origin, if feasible.

NS, where feasible, applicable, at the request of the parent/guardian and/or in the best interest of the homeless children and youth, shall provide transportation to students experiencing homelessness to ensure the students are able to stay at the NS school of their choice for the duration of their homelessness. NS may work with the youth's district of residence or other agencies to provide transportation services

10. Enrollment Dispute Resolution Process

(per CDE Homeless Education Dispute Resolution Process
<http://www.cde.ca.gov/sp/hs/cy/disputeres.asp>)

If a dispute arises over admissions/enrollment, the student shall be immediately admitted in the school in which he/she is requesting enrollment, pending resolution of the dispute. Enrollment is defined as "attending classes and participating fully in school activities."

The School must refer the student, parent, or guardian to the LEA's homeless liaison to carry out the dispute resolution process as expeditiously as possible. The homeless liaison must ensure the dispute resolution process is also followed for unaccompanied youth.

The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. He/she shall also be referred to the School Liaison. The written explanation shall be complete, as brief as possible, simply stated, and provided in a language that the parent, guardian, or unaccompanied youth can understand.

If the dispute remains unresolved at the district level or is appealed, then the district homeless liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education (COE). The COE's homeless liaison will review these materials and determine the school selection or enrollment decision within five (5) working days of receipt of the materials. The COE homeless liaison will notify the LEA and parent of the decision.

If the dispute remains unresolved or is appealed, the COE homeless liaison shall forward all written documentation and related paperwork to the State Homeless Coordinator. Upon the review of the LEA, COE, and parent information, the CDE will notify the parent of the final school selection or enrollment decision within ten (10) working days of receipt of materials.

11. Professional Development

All administrators, teachers and employees of NS will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. All identified or suspected homeless children and youth will be referred to the School Liaison.

12. Transportation

The School shall ensure that transportation is provided for homeless students to and from The School, at the request of the parent or guardian (or liaison).

Navigator Schools
Adopted/Ratified:
Revision Date:



TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn and negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Navigator Schools prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. In addition, bullying encompasses any conduct described in the definitions set forth in this Policy. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, Navigator Schools will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. The Charter School staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This policy applies to all employee, student, or volunteer actions and relationships, regardless of position or gender. The Charter School will promptly and thoroughly investigate any complaint of such misconduct prohibited by this Policy and take appropriate corrective action, if warranted.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):

Sharon Waller
 Director of Student Services
 650 San Benito Street, Suite 230, Hollister, CA 95023
 831-235-0484

Definitions

Prohibited Unlawful Harassments

- 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
- Deferential or preferential treatment based on any of the protected classes above

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 **et. seq**; 34 C.F.R. § 106.1 **et. seq**) and California state law prohibit harassment on the basis of sex. In accordance with these existing laws, discrimination on the basis of sex in education institutions is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by the Charter School.

The Charter School is committed to provide a workplace and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

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 individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential 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 in the workplace or educational environment, 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 or possessing any such material to read, display or view at work or the educational environment
 - Reading publicly or otherwise publicizing in the work or educational 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 individual by sex in an area of the workplace or educational environment (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.

Prohibited Bullying

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student group or group of students that may constitute as sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
2. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable pupil to experience a substantial interference with his or her academic performance.
4. Causing a reasonable pupil to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

"Reasonable pupil" is defined as a pupil, including, but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device.

Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
 - Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above
 - Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated
 - Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
3. An act of "Cyber sexual bullying" including, but not limited to:
 - The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet

Grievance Procedures

1. Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene as soon as it is safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any employee or student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Sharon Waller
Director of Student Services
650 San Benito Street, Suite 230, Hollister, CA 95023
831-235-0484

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels she/he is a target of such behavior should immediately contact a teacher, counselor, the Principal, Coordinator, a staff person or a family member so that she/he can get assistance in resolving the issue in a manner that is consistent with this Policy.

The Charter School acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

The Charter School prohibits any form of retaliation against any reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of instances of misconduct prohibited by this Policy. Such participation shall not in any way affect the status, grades, or work assignments of the reporter.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years

thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

2. Investigation

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of The Charter School, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than seven (7) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than seven (7) school days, he or she will inform the complainant and any other relevant parties and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, in no case may the Coordinator or administrative designee reveal confidential information related to other students or employees, including the type and extent of discipline issued against such students or employees.

All records related to any investigation of complaints under this Policy are maintained in a secure location.

3. Consequences

Students or employees who engage in misconduct prohibited by this Policy will be subject to disciplinary action.

4. Uniform Complaint Procedures

When harassment or bullying is based upon one of the protected characteristics set forth in this Policy, a complainant may also fill out a Uniform Complaint Policy (“UCP”) complaint form at any time during the process, consistent with the procedures laid out in this Handbook.

5. Right of Appeal

Should the reporting individual find the Coordinator’s resolution unsatisfactory, he/she may follow the Dispute Resolution Process found in the Navigator Schools Employee Handbook and the Navigator Schools Parent/Student Handbook.

Navigator Schools

Policy Adopted/Ratified:

Policy Revision Date:



Navigator Schools

Title IX, Harassment, Intimidation, Discrimination and Bullying 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 Navigator Schools 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.

Signature of Complainant Date: _____

Print Name

To be completed by the Charter School:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____



Date: June 18, 2019

To: Navigator Schools Board of Directors

From: Benjamin Moeller, Director of Information Technology and Operations

Re: GPS Wellness Policy

Navigator Schools is committed to the optimal development of every student. Navigator Schools believes students should have the opportunity to achieve personal, academic, developmental, and social success in a positive, safe, and health-promoting learning environment at every level, in every setting, throughout the school year.

The GPS Wellness policy outlines Gilroy Prep's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions.

A School Wellness Committee was formed and met three times this year to establish goals for and oversee school health and safety policies and programs, including development, implementation, periodic review, and update of this Gilroy Prep School Wellness Policy.

GILROY PREP WELLNESS POLICY

Gilroy Prep Wellness Policy 2019

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GILROY PREP WELLNESS POLICY

Gilroy Prep Wellness Policy 2018 - 2019

Preamble

Gilroy Prep School (hereto referred to as the School) is committed to the optimal development of every student. The School believes students should have the opportunity to achieve personal, academic, developmental, and social success in a positive, safe, and health-promoting learning environment at every level, in every setting, throughout the school year.

This policy outlines the School's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this policy establishes goals and procedures to ensure that:

- Students in the School have access to healthy foods throughout the school day—both through reimbursable school meals and other foods available throughout the school campus—in accordance with federal and state nutrition standards;
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors;
- Students have opportunities to be physically active before, during, and after school;
- Schools engage in nutrition and physical activity promotion and other activities that promote student wellness;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school;
- The community is engaged in supporting the work of the School in creating continuity between school and other settings for students and staff to practice lifelong healthy habits; and
- The School establishes and maintains an infrastructure for management, oversight, implementation, communication about, and monitoring of the policy and its established goals and objectives.

The Wellness Policy in its entirety may be viewed in the School's Main Office. This policy applies to all students and staff in the School.

GILROY PREP WELLNESS POLICY

I. School Wellness Committee

Committee Role and Membership

The School will convene a representative School Wellness Committee (hereto referred to as the SWC) that meets at least three times per year to establish goals for and oversee school health and safety policies and programs, including development, implementation, periodic review, and update of this Gilroy Prep School Wellness Policy (heretofore referred as "Wellness Policy").

The SWC membership will represent all school levels and include (to the extent possible), but not be limited to: parents and caregivers; students; representatives of the school nutrition program; physical education teachers; school health professionals (ex., health education teachers, school health services staff [i.e., nurses, physicians, dentists, health educators, and other allied health personnel who provide school health services], mental health and social services staff [i.e., school counselors, psychologists, social workers, or psychiatrists]; school administrators (ex., principal, vice principal), school board members; health professionals (ex., dietitians, doctors, nurses, dentists); and the general public. To the extent possible, the SWC will include representatives that reflect the diversity of the community.

Leadership

The Principal or designee(s) will convene the SWC and facilitate development of and updates to the Wellness Policy, and will ensure the school's compliance with this policy.

Name	Title	Email address	Role
Mariana Esparaza	Food Service Manager	mesparza@navigatorschools.org	SWC Committee Co-Chair
Alex Mijares	SIS Admin/Office Coordinator	amijares@navigatorschools.org	SWC Committee Co-Chair
Guadalupe Olmos	Parent/Office Assistant	golmos@navigatorschools.org	Wellness Policy Coordinator
Rahmi Abuelhaj	Athletic Director	rabelhaj@navigatorschools.org	Committee Member
Aimee Hubbard	Vice Principal	ahubbard@navigatorschools.org	Committee Member and Coordinator
Fulgence Dulay	Maintenance and Operations Manager	fdulay@navigatorschools.org	Committee Member

The school has designated School Wellness Policy Coordinator(s), identified in the table above, who will ensure compliance with the Wellness Policy..

GILROY PREP WELLNESS POLICY

II. **Wellness Policy Implementation, Monitoring, Accountability, and Community Engagement**

Implementation Plan

The School will develop and maintain a plan for implementation to manage and coordinate the execution of this Wellness Policy. The plan delineates roles, responsibilities, actions, and timelines, and includes information about who will be responsible to make what change, by how much, where, and when, as well as specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education, and other school-based activities that promote student wellness. The school will reference the [Healthy Schools Program online tools](#) to complete a school level assessment based on the Centers for Disease Control and Prevention's School Health Index, create an action plan that fosters implementation, and generate an annual progress report.

This Wellness Policy and the progress reports can be found at: <http://www.gilroyprep.org/>

Recordkeeping

The School will retain records to document compliance with the requirements of the Wellness Policy at Gilroy Prep School Main Office located at 277 I O O F Ave, Gilroy, CA 95020 and/or on the Gilroy Prep School website, <http://www.gilroyprep.org/>.

Documentation maintained in this location will include but will not be limited to:

- The written wellness policy;
- Documentation demonstrating compliance with community involvement requirements, including (1) Efforts to actively solicit SWC membership from the required stakeholder groups; and (2) These groups' participation in the development, implementation, and periodic review and update of the wellness policy;
- Documentation of annual policy progress reports for the school; and
- Documentation of the triennial assessment of the policy;
- Documentation demonstrating compliance with public notification requirements, including: (1) Methods by which the wellness policy, annual progress reports, and triennial assessments are made available to the public; and (2) Efforts to actively notify families about the availability of Wellness Policy.

Annual Progress Reports

The School will compile and publish an annual report to share basic information about the Wellness Policy and report on the progress of the school in meeting wellness goals. This annual report will be published around the same time each year in June. This report will include, but is not limited to:

- The website address for the Wellness Policy and/or how the public can receive and access copy of the Wellness Policy;
- A description of the school's progress in meeting wellness policy goals;
- A summary of the school's events or activities related to Wellness Policy implementation;

GILROY PREP WELLNESS POLICY

- The name, position, title, and contact information of the designated School Wellness Policy leader(s) identified in Section I; and
- Information on how individuals and the public can get involved with the SWC.

The annual report will be available in English, and translated into Spanish as requested.

The School will actively notify households/families of the availability of the annual report.

The SWC, will establish and monitor goals and objectives for the school's specific and appropriate content-specific components listed in Sections III-V of this policy.

Triennial Progress Assessments

At least once every three years, the School will evaluate compliance with the Wellness Policy to assess the implementation of the policy and include:

- The extent to which the School's Wellness Policy compares to the Alliance for a Healthier Generation's model wellness policy; and
- A description of the progress made in attaining the goals of the School's Wellness Policy.

The position/person responsible for managing the triennial assessments contact information is Fulgence Dulay, Maintenance and Operations Manager, (408) 337-5445.

The SWC, in collaboration with the Principal, Vice Principal, and Academic Dean will monitor schools' compliance with this Wellness Policy.

The School will actively notify households/families of the availability of the triennial progress report.

Revisions and Updating the Policy

The SWC will update or modify the Wellness Policy based on the results of the annual progress reports and triennial assessments, and/or as School priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and as new federal or state guidance or standards are issued. **The Wellness Policy will be assessed and updated as indicated at least once every three years, following the initial triennial assessment.**

Community Involvement, Outreach, and Communications

The School is committed to being responsive to community input, which begins with awareness of the Wellness Policy. The School will actively communicate ways in which representatives of SWC and others can participate in the development, implementation, periodic review and update of the Wellness Policy through a variety of means appropriate for the school. The School will also inform parents of the compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. The School will use electronic means, such as email or displaying notices on the school's website, as well as non-electronic means, such as newsletters, presentations to parents, or sending hard copy information home to parents, to ensure that all families are actively notified of the content, implementation, and updates to the Wellness Policy, as well as how to get involved and support the policy. The School will ensure that communications are culturally and linguistically appropriate for the community, and accomplished through means similar to ways that the school communicates other important school information with parents.

GILROY PREP WELLNESS POLICY

The School will actively notify the public about the content of or any updates to the Wellness policy annually, at a minimum. The School will also use these mechanisms to inform the community about the availability of annual and triennial reports.

III. Nutrition

School Meals

Gilroy Prep School is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; moderate in sodium, low in saturated fat, and zero grams *trans* fat per serving (nutrition label or manufacturer's specification); and to meet the nutrition needs of school children within their calorie requirements. School meal programs aim to improve diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns, and support healthy choices while accommodating cultural food preferences and special dietary needs.

The school participates in USDA child nutrition programs, including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and Afterschool Snack Program. The school is committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- Are accessible to all students;
- Are appealing and attractive to children;
- Are served in clean and pleasant settings;
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations. (The School offers reimbursable school meals that meet [USDA nutrition standards](#).)
- Promote healthy food and beverage choices
- Participation in federal child nutrition programs will be promoted among students and families to help ensure that families know what programs are available in their children's school.

Staff Qualifications and Professional Development

All school nutrition program staff will meet or exceed hiring and annual continuing education/training requirements in the [USDA professional standards for child nutrition professionals](#). These school nutrition personnel will refer to [USDA's Professional Standards for School Nutrition Standards website](#) to search for training that meets their learning needs.

Water

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day* and throughout every school campus* ("school campus" and "school day" are defined in the glossary). The School will make drinking water available where school meals are served during mealtimes. In addition, students will be allowed to bring and carry (approved) water bottles filled with only water with them throughout the day.

GILROY PREP WELLNESS POLICY

Competitive Foods and Beverages

The School is committed to ensuring that all foods and beverages available to students on the school campus* during the school day* support healthy eating. The foods and beverages sold and served outside of the school meal programs (i.e., “competitive” foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits. A summary of the standards and information are available at: <http://www.fns.usda.gov/healthierschoolday/tools-schools-smart-snacks>. The Alliance for a Healthier Generation provides a set of tools to assist with implementation of Smart Snacks available at www.healthiergeneration.org/smartsnacks.

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the extended school day will meet or exceed the state nutrition guidelines. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, a la carte options in cafeterias, vending machines, school stores, and snack or food carts.

Celebrations and Rewards

All foods offered on the school campus should meet or exceed the state nutrition standards, including through:

1. Celebrations and parties.
2. Classroom snacks brought by parents; and
3. Rewards and incentives.

Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

Fundraising

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the school campus* during the school day.

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff will receive consistent nutrition messages throughout schools, classrooms, gymnasiums, and cafeterias.

The School will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs.

GILROY PREP WELLNESS POLICY

Nutrition Education

The School aims to teach, model, encourage, and support healthy eating by students. The School will provide nutrition education that:

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health;
- Is part of not only health education classes, but also integrated into other classroom instruction through subjects such as math, science, language arts, social sciences, and elective subjects;
- Promote fruits, vegetables, whole-grain products, low-fat and fat-free dairy products
- Link with school meal programs, cafeteria nutrition promotion activities.

Essential Healthy Eating Topics in Health Education

The School will include in the health education area:

- The relationship between healthy eating and personal health and disease prevention
- Food guidance from [MyPlate](#)
- Eating a variety of healthy foods every day
- Balancing food intake and physical activity
- Eating more fruits, vegetables, and whole grain products
- Importance of water consumption
- Importance of eating breakfast
- Reducing sodium intake

Food and Beverage Marketing in Schools

Any foods and beverages marketed or promoted to students on the school campus during the extended school day will meet or exceed the state nutrition standards.

III. Physical Activity

Children and adolescents should participate in physical activity every day. A substantial percentage of students' physical activity will be provided through a comprehensive, school-based physical activity program (CSPAP) that includes these components: physical education, recess, classroom-based physical activity, walk and bicycle to school, and out-of-school time activities and the school is committed to providing these opportunities.

Physical activity during the school day (including but not limited to recess, physical activity breaks, or physical education) **will not be withheld** as punishment in any circumstance(s).

To the extent practicable, the School will ensure that its grounds and facilities are safe and that equipment is available to students to be active. The School will conduct necessary inspections and repairs.

Physical Education

The School will provide students with physical education, that is age-appropriate

All students will be provided equal opportunity to participate in physical education classes. The School will make appropriate accommodations to allow for equitable participation for all students.

GILROY PREP WELLNESS POLICY

Active Academics

The School will support classroom teachers incorporating physical activity.

Teachers will serve as role models by being physically active alongside the students whenever feasible.

IV. Other Activities that Promote Student Wellness

The School will integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues, and physical activity facilities. The School will coordinate and integrate other initiatives related to physical activity, physical education, nutrition, and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development, and strong educational outcomes. Schools are encouraged to coordinate content across curricular areas that promote student health, such as teaching nutrition concepts in mathematics, with consultation provided by the school curriculum experts.

Glossary:

Extended School Day - time during before and after school activities that includes clubs, intramural sports, dance, etc.

School Campus - areas that are owned or leased by the school and used at any time for school-related activities such as the school building or on the school campus, including on the outside of the school building, school buses or other vehicles used to transport students, athletic fields, and stadiums (e.g. on scoreboards, coolers, cups, and water bottles), or parking lots.

School Day - midnight the night before to 30 minutes after the end of the instructional day.

Triennial – recurring every three years.

GILROY PREP WELLNESS POLICY

Appendix A: School Level Contacts

School	Name	Title	Email Address	Role
GPS	Mariana Esparza	Food Service Manager	mesparza@navigatorschools.org	SWC Committee Co-Chair
GPS	Aimee Hubbard	Vice Principal	ahubbard@navigatorschools.org	SWC Committee Co-Chair

GILROY PREP WELLNESS POLICY

The School and Wellness Policy is committed to compliance with the U.S. Department of Agriculture's Anti-Discrimination requirements:

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or call (866)632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or e-mail at program.intake@usda.gov. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.



Date: June 18, 2019

To: Board of Directors

From: Melissa Alatorre Alnas, Director of Human Resources

Re: Charter School Application for California State Teachers' Retirement System (CalSTRS) Activation (form ES1026), Santa Cruz County

Recommendation

It is recommended that the Board approve the Charter School Application for CalSTRS Activation.

Background

In order for Watsonville Prep School credentialed staff (Teachers, Teachers in Training, Counselors, Speech Therapists) to participate in the California State Teachers' Retirement System (CalSTRS), Navigator Schools must submit form ES1026. The form includes a resolution that must be approved by the Board.

Summary

Navigator Schools is proud to offer CalSTRS to our credentialed staff. With Navigator Schools Board approval, we will look forward to offering the retirement system to Watsonville Prep School credentialed employees.

Charter School Application for CalSTRS Activation

ES1026 (NEW 05/16)




California State Teachers' Retirement System
 P.O. Box 15275, MS 17
 Sacramento, CA 95851-0275
 800-228-5453
 CalSTRS.com

Instructions

Prior to submitting contributions to CalSTRS, charter school must complete and submit the *Charter School Application for CalSTRS Activation* (ES1026) packet. Please complete all the following sections and the required documents. Email completed *Charter School Application for CalSTRS Activation* (ES1026) packet to CharterSchoolQuestions@CalSTRS.com.

Section 1-A: Charter School Profile Summary

ORGANIZATION NAME (CHARTER SCHOOL NAME)		CHARTER SCHOOL NUMBER (SBE 4-digit no.):	
CORPORATION NAME (if applicable):		<input type="checkbox"/> Non Profit <input type="checkbox"/> For Profit	
CHARTERING AUTHORITY:			
LOCAL SCHOOL DISTRICT:		COUNTY:	
SCHOOL START DATE:		CALSTRS COVERAGE EFFECTIVE DATE:	
PRE-TAX CONTRIBUTIONS EFFECTIVE DATE: (reference: EPMC form)		CHARTER TERM FISCAL YEAR PERIOD: (reference: Charter Petition/MOU/Board Minutes)	
		FROM: TO:	
CONTACT NAME and TITLE:			
CONTACT TELEPHONE:		CONTACT E-MAIL ADDRESS:	
MAILING ADDRESS:			
CITY, STATE and ZIP CODE:			
			
OFFICIAL SIGNATURE		SIGNATURE DATE	

Section 1-B: CalSTRS Contributions Report Structure

To be completed by the County Office of Education (COE) or the Authorizing District

Please select transmittal and data reporting structure of CalSTRS Contributions

<input type="checkbox"/> COE Report Unit ID (combined with authorizing COE)	Organization Code (RU ID# XX-XXX)
<input type="checkbox"/> School District Report Unit ID (combined with authorizing School District)	
<input type="checkbox"/> Charter School District Report Unit ID (combined with charter schools of the same corporation located within the same county)	
<input type="checkbox"/> New Report Unit ID (Independent from Charter School District, COE and School District)	



ES1026

Charter School Application for CalSTRS Activation



continued

Section 2: EPMC – Employer Paid Member Contributions Resolution

- **School Board** - Charter School's School Board or the authorizing School District's School Board.
- **County Superintendent of Schools** - County Office of Education (COE).
- **Charter School** - Charter School Name.

Whereas, the _____ School Board [_____ County Superintendent of Schools] has the authority to implement the provisions of Internal Revenue Code (IRC) section 414(h)(2); and

Whereas, the Teachers' Retirement Board of the California State Teachers' Retirement System (CalSTRS) adopted its resolution of IRC section 414(h)(2) on May 17, 1985; and

Whereas, the Internal Revenue Service has stated on August 27, 1985, that the implementation of the provisions of IRC section 414(h)(2) pursuant to the resolution of the Teachers' Retirement Board would satisfy the legal requirements of IRC section 414(h)(2); and

Whereas, the _____ School Board [_____ County Superintendent of Schools] has determined that even though the implementation of the provisions of IRC section 414(h)(2) is not required by law, the tax benefit offered by IRC section 414(h)(2) should be provided to its employees who are members of CalSTRS.

NOW, THEREFORE, BE IT RESOLVED:

- I. That the _____ School Board [_____ County Superintendent of Schools] will implement the provisions of IRC section 414(h)(2) by making employee contributions to CalSTRS on behalf of its employees who are members of CalSTRS. "Employee contributions" shall mean those contributions to CalSTRS which are deducted from the salary of employees and are credited to individual employees' accounts.
- II. That the contributions made by the _____ Charter School [_____ County Superintendent of Schools] to CalSTRS, although designated as employee contributions, are being paid by the _____ Charter School [_____ County Superintendent of Schools] in lieu of contributions by the employees who are members of CalSTRS.
- III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the _____ Charter School [_____ County Superintendent of Schools] to CalSTRS.

Charter School Application for CalSTRS Activation



continued

Section 2: EPMC Resolution (continued)

- IV. That the _____ Charter School [_____ County Superintendent of Schools] shall pay to CalSTRS the contributions designated as employee contributions from the same source of funds as used in paying salary.
- V. That the Amount of the contributions designated as employee contributions and paid by the _____ Charter School [_____ County Superintendent of Schools] to CalSTRS on behalf of an employee shall be the entire contribution required of the employee by the Teachers' Retirement Law (California Education Code sections 22000 et seq.).
- VI. That the contributions designated as employee contributions made by _____ Charter School [_____ County Superintendent of Schools] to CalSTRS shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by CalSTRS.
- VII. That the _____ Charter School [_____ County Superintendent of Schools] shall make no contributions designated as employee contributions until CalSTRS has developed and implemented procedures for administering the provisions of IRC section 414(h)(2) and until CalSTRS has officially notified the _____ Charter School [_____ County Superintendent of Schools] that it will accept contributions pursuant to IRC section 414(h)(2).

EPMC RESOLUTION EFFECTIVE DATE:
(must be the same as CalSTRS coverage effective date)

DATE ADOPTED BY THE SCHOOL BOARD:

OFFICIAL'S NAME and TITLE:



OFFICIAL'S SIGNATURE

SIGNATURE DATE

Section 3: Charter Petition

Attach a copy of current and approved charter school petition with this packet.

CHARTER PETITION DATE:

REFERENCE PAGE #:

CHARTER TERM FISCAL YEAR PERIOD:

REFERENCE PAGE #:

RETIREMENT BENEFITS:

REFERENCE PAGE #:

- CalSTRS Social Security Other Retirement

Charter School Application for CalSTRS Activation



continued

Section 4: Support Documents (optional or upon request by CalSTRS)

Support documents are requested to confirm charter petition amendments on retirement benefits, charter term effective dates, EPMC resolution effective dates, or other significant dates and information requiring clarification from Charter School or Charter School Board.

Support documents must be complete with Officials' Signatures and Dates.

Please select support document(s) submitted with this packet.

- Board Approved Minutes
- Memorandum Of Understanding (MOU)
- Other (please specify) _____

Charter School CalSTRS Activation – Instructions

CalSTRS Offers Retirement Benefits to Charter Schools

Charter schools have the unique ability to decide whether to provide CalSTRS benefits and services to their employees.

CalSTRS offers the following benefits to members:

- Defined Benefit Program
- Defined Benefit Supplement Program
- Pension2®, a voluntary supplemental savings plan
- Cash Balance Benefit Program

Criteria for a Charter School to Elect CalSTRS

During the initial writing of a charter petition, the school can elect to participate in the State Teachers' Retirement Plan administered by CalSTRS to provide retirement benefits for their employees.

Charter schools must meet the following criteria to participate in CalSTRS retirement programs:

- Recognized as a public charter by the California Department of Education
- Elect participation in CalSTRS and enroll eligible employees
- Submit a completed Charter School CalSTRS Activation (ES1026) packet to CalSTRS confirming participation before reporting contributions
- Report contributions to CalSTRS via school district or county office of education

Laws in California Education Code for Charter Schools

- California Education Code section 47605: Provides a charter school the option of participating in CalSTRS, CalPERS or Social Security.
- California Education Code section 47611: Informs charter schools that participation in CalSTRS means that all parts of the Teachers' Retirement Law apply to them in the same manner as to other public schools.
- California Education Code section 47611.3: Requires school districts of County Offices of Education to report contributions and data to CalSTRS on behalf of charter schools.

Required Documents from Charter Schools Electing CalSTRS

Prior to accepting contributions, CalSTRS requires a completed Charter School CalSTRS Activation (ES1026) packet consisting of the following documents:

- Section 1-A: Completed Charter School Profile Summary
- Section 1-B: Reporting Structure of CalSTRS Data and Contributions
- Section 2: Completed Pre-Tax Resolution Form - Employer Paid Member Contributions (EPMC)
- Section 3. Copy of Approved Charter School Petition
- Section 4. Other Support Documents: Approved Board Minutes or MOU

Email completed Charter School CalSTRS Activation (ES1026) packet to CharterSchoolQuestions@CalSTRS.com.



Date: June 14, 2019

To: Board of Directors

From: Kevin Sved, Chief Executive Officer

Re: Memorandum of Understanding between CA State Board of Education and Watsonville Prep

Recommendation

It is recommended that the Board approve the Memorandum of Understanding (MOU) between the CA State Board of Education (SBE) and Watsonville Prep School (WPS).

Background

Charter authorizers are required to provide oversight of charter schools. Since the SBE authorized WPS, the SBE will provide the charter oversight. Authorizers typically require charter schools to enter an MOU to clarify the expectations and processes related to the authorizer's oversight responsibilities. Negotiating the details of the MOU with the SBE is not a viable option.

The SBE has delegated to the State Superintendent of Public Instruction (SSPI), as director of the California Department of Education (CDE), its obligations to oversee the School under the terms of this MOU, the provisions of the School's charter, and applicable laws and regulations reserving the right and authority, under its obligations, to modify any decision made by the SSPI, the CDE, or designee.

The fundamental interest of the SBE is – on a continuing basis – to be reasonably assured that the School is:

Implementing the provisions of the Charter as approved.

- Obeying all requirements of federal, state, and local laws that apply to the School.
- Being operated prudently in all respects.
- Providing a sound education for all of its students.

The CDE will report periodically to the SBE regarding its delegated oversight of this School.

Summary

It is recommended that the Board approve the MOU ([available here](#)) with the State Board of Education.



Date: June 15, 2019

To: Board of Directors

From: Kevin Sved, Chief Executive Officer

Re: Remote Worker Policy

Recommendation

It is recommended that the Board approve Remote Worker Policy for Navigator Schools.

Background

At Navigator Schools, we value relationships and care deeply about being part of a true team. We believe that proximity, in-person communication, and the opportunity to engage face-to-face are important elements of maintaining a high-performing organization. The norm is that everyone works out of one of our schools or support office. However, there may be times that an employee's track record at Navigator combined with the nature of the employee's position justifies working remotely. While working remotely adds complexity to any role, and is never ideal, it is sometimes what is best for the organization.

The attached policy was developed to help ensure transparency, equity and fairness when considering to allow an employee to work remotely. Key components of the policy include:

1. All remote employee statuses will be approved annually by the supervisor, Director of Human Resources, and CEO.
2. It must be determined that the role can be effectively carried out remotely.
3. Compensation will be adjusted to help ensure the arrangement is in the best interests of Navigator Schools.

This policy is based on one provided by Achievement First.

Summary

It is recommended that the Board approve the proposed Remote Worker policy.

Attachment(s)

-Remote Worker Policy



Remote Worker Policy

At Navigator Schools, we value relationships and care deeply about being part of a true team. We believe that proximity, in-person communication, and the opportunity to engage face-to-face are important elements of maintaining a high-performing organization. The norm is that everyone works out of one of our schools or support office. However, there may be times that an employee's track record at Navigator combined with the nature of the employee's position justifies working remotely. While working remotely adds complexity to any role, and is never ideal, it is sometimes what is best for the organization. The intent of this policy is to help ensure transparency, equity and fairness when considering to allow an employee to work remotely.

Defining "Remote"

Employees are designated as remote if their residence is at least 75 miles from the nearest Network Support office, and they work from home due to distance more than 50% of their time. To be clear, working remote is different from working from home instead of going into the office for certain days. The latter is at the supervisor's discretion to approve based on job requirements and performance, and is available to all Support Office employees as the need arises, and should not exceed more than 30% of an individual's annual work calendar.

Approval Process

All remote employee statuses will be approved annually by the supervisor, Director of Human Resources, and CEO. Based on the recommendation of the proposed remote worker's supervisor and Director of Human Resources, the CEO will make a determination that 1) The employee's track record at Navigator is strong, based on performance reviews and 2) The role can be effectively carried out remotely. The supervisor, Director of Human Resources and CEO will determine whether the role can be effectively carried out remotely, with input from outside experts and team members as appropriate. The employee and supervisor must align on the amount of required travel as well as the total budget for travel, with approval from the Director of Business and Finance, and CEO.

Reimbursable Travel Expenses

Only pre-approved travel is guaranteed to be reimbursed. Standard reimbursement policies apply, including:

- All NS employees are expected to plan to travel with the most reasonable carrier and in the best interest of our shared budget.
- Booking as far in advance as possible to help keep costs to a minimum as prices tend to increase closer to the date of travel.
- NS employees are expected to be the best possible steward of Navigator resources by seeking out the lowest rates you can find for suitable flights, lodging, and meals.

Home Work Space Supplies

Remote employees can be reimbursed for consumable resources required for completing work (paper, printer ink, pens/pencils, etc.) NS does not reimburse the cost of internet access or renting a shared work space.

Technology

Our standard technology policy applies to remote workers.

Compensation

Since working remotely adds complexity to any role, and is never ideal, salaries for remote worker will be adjusted to help ensure that the arrangement is in the best interests of Navigator Schools. Costs of living and wages for similar positions in the area of residence will be considered as part of the salary determination. In no

circumstance, will the cost of salaries, benefits and travel total to be greater than the total salaries and benefits if the employee worked on-site.



Date: June 18, 2019

To: Board of Directors

From: Ami Ortiz, Director of Business & Finance

Re: 2019-20 Santa Clara County Office of Education (SCCOE) CalSTRS Agreement

Recommendation

It is recommended that the Board approve the Direct Funded Charter School Retirement Reporting Agreement for Fiscal Year 2019-20.

Background

This agreement and the fee of \$2500 are required for all Direct Funded Charter Schools who offer retirement benefits to their employees through the California Teachers Retirement System (CalSTRS) and use the services of the Santa Clara County Office of Education (SCCOE) to process monthly CalSTRS retirement reports. This agreement between the SCCOE and Navigator Schools, Gilroy Prep is a yearly requirement.

Summary

Staff recommends the Board to approve the Direct Funded Charter School Retirement Reporting Agreement for Fiscal Year 2019-20.



Santa Clara County Office of Education

Mary Ann Dewan, Ph.D.
County Superintendent of Schools

Informational Bulletin

For Santa Clara School Districts

District Business and Advisory Services

Judy Lee Kershaw, Director - DBAS: 408-453-6599

Bulletin: 19-036

Date: May 24, 2019

To: Charter School Administrators

From: Nghia Do, District Business Advisor

Re: Direct Funded Charter School Retirement Reporting Agreement for Fiscal Year 2019-20

Deadline: July 1, 2019

The purpose of this bulletin is to remind all direct funded charter schools to submit the attached Agreement for Charter School Retirement Reporting Services together with the annual fee of \$2,500 for fiscal year 2019-20 before July 1, 2019 if retirement reporting services are requested. Please mail the check and signed agreement to:

**Santa Clara County Office of Education
Attn: District Business & Advisory Services
1290 Ridder Park Drive, MC 252
San Jose, CA 95131-2304**

The agreement and the fees are required for all direct funded charter schools who offer retirement benefits to their employees through the California State Teachers Retirement System (CalSTRS) and use the services of the Santa Clara County Office of Education (SCCOE) to process the monthly CalSTRS retirement reports.

To participate in the CalSTRS retirement programs, charter schools must meet the following criteria:

- Be recognized as a public charter school by the California Department of Education.
- Elect to participate in CalSTRS and enroll eligible employees as CalSTRS members.
- Provide documentation to CalSTRS via a School District or County Office of Education. In accordance with Education Code 47611.3, a School District or County Office of Education may charge the charter school for the cost of providing reporting services.

If a charter school elects to participate in CalSTRS, the charter school is required to inform all applicants for positions within the charter school, of the retirement system options offered to the employees of the charter school. If a charter school chooses to make the CalSTRS Retirement Plan available, all employees of the charter school who perform creditable service shall be entitled to have that service covered under the CalSTRS plan. Additionally, once a charter school elects to participate in CalSTRS, all parts of the Teachers' Retirement Law shall apply (Education Code 47611).

Please distribute this memo within your District as deemed appropriate.

County Board of Education: Joseph Di Salvo, Rosemary Kamei, Kathleen M. King, Grace H. Mah, Peter Ortiz, Claudia Rossi, Anna Song
1290 Ridder Park Drive, San Jose, CA 95131-2304 (408) 453-6500 www.sccoe.org

Transforming Education through Leadership, Service, and Advocacy



Santa Clara County Office of Education

Mary Ann Dewan, Ph.D.
County Superintendent of Schools

SANTA CLARA COUNTY OFFICE OF EDUCATION AGREEMENT FOR CHARTER SCHOOL RETIREMENT REPORTING SERVICES

This agreement is entered into this 18 day of June, by and between the Santa Clara County Office of Education (SCCOE) and the Navigator Schools, Gilroy Prep Charter School (Charter).

The SCCOE is required to submit to the California State Teachers' Retirement System (CalSTRS), a uniform retirement data file for all school districts and charters within the county.

The Charter has determined that there is a need to enter into this agreement with the SCCOE for the services described herein:

It is mutually agreed by the parties as follows:

Services to be provided by the SCCOE

1. The SCCOE agrees to process CalSTRS reporting for the Charter.
2. The SCCOE will serve as the contact agency in working with CalSTRS in resolving problems and answering questions related to reporting and processing of retirement information.
3. The SCCOE will notify the Charter of retirement reporting exceptions and recommend possible resolutions.
4. The Charter staff may participate in all workshops offered to school districts (within Santa Clara County) for ongoing training and attend other informational meetings related to CalSTRS retirement plans.
5. The SCCOE will assist the Charter payroll representative in preparing appropriate entries for past reporting periods that were not processed prior to the effective date of this agreement.

Responsibilities of the Charter

1. The Charter agrees to provide the required retirement and payroll information necessary for timely completion and transmittal of CalSTRS information.
2. The Charter agrees to provide all payroll/retirement reporting data files and reports by the due dates established by the SCCOE to meet the retirement reporting schedules established by CalSTRS.
3. The Charter shall maintain all payroll records for its employees and furnish the SCCOE a copy upon request.
4. The Charter will designate one of its employees to serve as the contact person between the Charter and the SCCOE for matters related to reporting and processing of retirement information.
5. The Charter shall submit to the SCCOE the full amount of the retirement contributions that includes both the employer and employee amounts within two business days after the close of each payroll.



Santa Clara County Office of Education

Mary Ann Dewan, Ph.D.
County Superintendent of Schools

SANTA CLARA COUNTY OFFICE OF EDUCATION
AGREEMENT FOR CHARTER SCHOOL RETIREMENT REPORTING SERVICES

SCCOE's Fee and Payment Thereof

1. The Charter agrees to pay the SCCOE for the services described under this Agreement as follows:
 - \$2,500 per year to be paid upon signing and submission of this Agreement (On or before July 1st of every year).
 - A processing fee of \$175 for each submitted retirement data file that is not acceptable and must be replaced and reprocessed. These fees shall be assessed monthly and are payable upon demand.
2. The Charter agrees to reimburse the SCCOE for any penalties and/or other levies assessed by CalSTRS that were caused by acts of the Charter.

Duration of Agreement

The Agreement begins on July 1, 2019 and will must be renewed each fiscal year beginning July 1 and ending June 30.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

SANTA CLARA COUNTY OFFICE OF EDUCATION
DISTRICT BUSINESS AND ADVISORY SERVICES

Navigator Schools, Gilroy Prep
CHARTER SCHOOL

Signature: _____

Signature: _____

Name: _____

Name: Kevin Sved

Title: _____

Title: CEO

Approved by the Charter Governing Board on

_____ Date

Authorized Charter Representative for the Submission of Retirement Files to the SCCOE STRS Connect Portal:

Name: Ami Ortiz

Title: Director of Business & Finance

E-Mail: aortiz@navigatorschools.org

Phone: 831-217-4881

County Board of Education: Joseph Di Salvo, Rosemary Kamei, Kathleen M. King, Grace H. Mah, Peter Ortiz, Claudia Rossi, Anna Song
1290 Ridder Park Drive, San Jose, CA 95131-2304 (408) 453-6500 www.scco.org

Transforming Education through Leadership, Service, and Advocacy



Date: June 18, 2019

To: Navigator Schools Board of Directors

From: Benjamin Moeller, Director of Information Technology and Operations

Re: GPS and WPS Food Services

Recommendation

It is recommended that the Board approve the contract with Lunch Master to provide meals for both Watsonville Prep and Gilroy Prep for the 2019-20 school year.

Background

Navigator Schools has operated food services at Gilroy Prep for several years. Navigator partners with Hollister School District to provide the meals program to Hollister Prep. Pajaro Valley Unified School District was not able to partner, so Navigator will operate a meals program for Watsonville Prep as well. The program is federally-funded and serves all students who qualify for free or reduced-price meals. Meals are also available for students who are not eligible at cost. Navigator Schools utilizes School Food Services to provide technical support to help ensure that we run our food service programs in accordance with all local, state, and federal requirements.

This spring Navigator Schools went through a Request for Proposal (RFP) for food services for both Gilroy Prep and Watsonville Prep. We partnered with Ceiba College Preparatory School, located in Watsonville, during the RFP process. School Food Solutions walked us through the entire RFP and selection process. The process began with posting the RFP and then a food tasting. Three vendors were at the food tasting (Revolution Foods, Lunch Master, and Better 4 You Meals). Three Navigator Schools employees took part in the food tasting, Benjamin Moeller (Director of Information Technology and Operations), Fulgence Dulay (Operations and Maintenance Manager), and Celica Acosta (WPS Office Manager).

Following the food tasting, a few weeks later, two of the three companies submitted bids for both Gilroy Prep and Watsonville Prep: Revolution Foods and Lunch Master. Three Navigator employees, Benjamin Moeller, Celica Acosta, and Alex Mijares (Office Coordinator & SIS Administrator), met with Ryan Gomes (School Food Solutions) to conduct the scoring for the two vendors that made a bid. The scoring categories were financial stability, vended meal capabilities, K12 experience in NSLP, references, healthy food services, and cost. After following a rigorous process, LunchMaster received 98 points and RevFoods received 86 points, so Lunch Master was selected as the food service vendor for Gilroy Prep and Watsonville Prep. The complete Food Services Bid Scorecard is available [here](#). The detailed pricing comparison is below.

LunchMaster:

MEAL	UNITS	RATE	TOTAL
Breakfast	11,000	\$1.95/meal	\$21,450
Lunch	56,500	\$2.95/meal	\$166,675
TOTAL	67,500		\$188,125

Rev Foods:

MEAL	UNITS	RATE	TOTAL
Breakfast	11,000	\$1.77/meal	\$19,470
Lunch	56,500	\$2.92/meal	\$164,980
TOTAL	67,500		\$184,450

Summary

It is recommended that the Board approve the contract with Lunch Master. With Board approval, we will begin a new relationship with a food service vendor that has served the Bay Area for over 25 years with an exemplary reputation.

Attachment(s)

-Proposed Contract

SCHOOL LUNCH SERVICE CONTRACT (STANDARD)

This agreement is made on June 6th, 2019 between **NOB HILL CATERING, INC.**, a California corporation DBA **The LunchMaster**, with its principal place of business at **601 Taylor Way, San Carlos, California 94070** (hereinafter “Nob Hill”) and **Navigator Schools** located at the following locations, California (hereinafter “Client”).

Gilroy Prep School: 277 IOOF Avenue, Gilroy, CA 95020
Watsonville Prep School: 201 Brewington Avenue, Watsonville, CA 95076

RECITALS

Nob Hill is in the business of providing school lunch services to students and their families. Client is desirous of engaging the services of Nob Hill to provide a school lunch program for the benefit of Client on the terms and conditions set forth herein.

Therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

AGREEMENT

1. **Term**. The term of this Agreement shall commence on **July 1st, 2019**, and shall continue in full force and effect for until **June 30th, 2020** unless otherwise terminated pursuant to the termination provisions of this Agreement. Notice of intent to terminate shall be given by a party desiring to terminate this contract a minimum of sixty days (without cause) or thirty days (with cause) prior to the initial termination date or the termination date of any renewed term of this contract. Notice of intent to terminate shall be given in the manner set forth in Paragraph 15 below. Any such automatic renewal shall be subject to adjustments in pricing as agreed upon by the parties. The Pricing Grid, Exhibit B hereto, shall be modified and attached hereto as a modification of this contract from time to time.

2. **Services Provided**. Nob Hill agrees to institute a school lunch program at the facility operated by Client and in connection therewith agrees to provide the following services:

A. Prepare and deliver to students and their parents a nutritious and diversified school lunch menu.

B. Perform such other tasks as may be reasonable and necessary as agreed upon in connection with the institution and performance of a school lunch program during the current school year. Service for summer requires a separate contract.

3. **Delivery, Charges and Billing.**

A. The basic price per meal served shall be established pursuant to the Pricing Grid attached hereto and marked as Exhibit B. The prices set forth on the Pricing Grid shall be valid and shall remain in force without change for the entire term of this Agreement as set forth in Paragraph 1 above. Any deviation from the Price Grid set forth on Exhibit A hereto shall be agreed upon in writing signed by both parties. Price increase for future years shall not exceed Consumer Price Index (CPI) for that given year.

B. All meal service ordered by Client for free of charge or reduced charge meals has the option of being billed either weekly or monthly, unless otherwise agreed upon by the parties. All invoices received by Client from Nob Hill shall be due and payable within 30 days of receipt of the invoice. Client must notify Nob Hill within 72 hours of receipt of any discrepancy in the invoice. If all sums due is not received by Nob Hill within 30 days of the invoice date the parties agree that a service charge calculated from the date of billing at the rate of (5%) per month shall be paid on all unpaid sums in addition to the amount originally invoiced. Client agrees to pay said service charge upon presentation. This paragraph shall apply to all sums owed by Client to Nob Hill, whether for free of charge or reduced charged meals or for any other product or service provided by Nob Hill to Client.

C. The Parties shall agree upon the specifics regarding the meals to be served. Attached hereto and marked as Exhibit A is a completed Meal Service Detail form. The Meal Service Detail set forth therein shall be effective during the term of this contract unless replaced upon agreement of the parties. Any deviation from the Meal Service Detail set forth on Exhibit A shall be set forth in a written agreement signed by both parties.

D. The prices set forth on Exhibit B shall include those items as agreed upon and set forth on Exhibit B. Only those specifically described items shall be offered at the price set forth. Any additional items requested shall be subject to separate charges and billing.

E. Client shall advise the Nob Hill account representatives identified as, Michael Giouzelis of any change in Client's scheduling which may impact meal delivery, including but not limited to dates of service, time of delivery and the like, a minimum of 14 calendar days in advance of any such scheduling change. If Client is not aware of scheduling changes within sufficient time to give the notice required in this paragraph, Client shall give notice of the change immediately, upon said information becoming available to Client, no later than 4 p.m. on the date that the client becomes aware of the change. Nob Hill shall use its best efforts to accommodate client with respect to schedule changes. If notice of a schedule change is given in an untimely manner, and Nob Hill is unable to cancel, Client shall pay all fees associated with any

such order. Notice shall be given by email and pursuant to the provisions of Paragraph 15 below.

F. Each meal delivery shall be accompanied by an assortment of milk items in such a manner that there shall be one beverage available for everyone for whom a meal is provided. However, the beverage items shall be in the form of an assortment (1% and Fat-Free) of the items available on each delivery date. Therefore, there can be no guarantee that everyone will receive his or her preferred beverage item on any delivery date. With respect to free of charge or reduced charge meals, it is understood that due to applicable regulations milk shall be supplied as the sole available beverage.

G. Nob Hill shall provide appropriate utensils and condiments for use with menu items as is appropriate. A maximum of two condiment packages per meal item ordered shall be provided. Client agrees to assist Nob Hill to ensure that only individuals ordering meals shall use utensils and condiments provided on each delivery date.

H. If there shall be food items remaining on site after all meals ordered are served, said food items shall be returned to Nob Hill and shall be re-inventoried or disposed of as is appropriate. It shall be the responsibility of Client to advise school personnel and volunteers that “extras” are available for consumption only upon payment therefore.

I. If Client or any school associated with Client shall fail to confirm the quantity of items presented for distribution, Nob Hill shall not be responsible for shortages, it being the understanding of the parties that the final responsibility for check in and confirmation of quantity of items delivered lies with client or schools associated with client. Client shall report any shortages immediately to The LunchMaster corporate office prior to delivery driver leaving the delivery location so that missing items can be delivered before meal service. If missing component was not delivered before meal service, **Navigator Schools** will only be invoiced for all complete meals served to students not incomplete meals.

J. Client agrees that all Nob Hill owned equipment necessary to provide the school lunch service shall be stored at a reasonably safe location on the school premises. Client shall undertake reasonable precautions to ensure that Nob Hill owned equipment shall be safe from theft, damage or other loss. Client staff and volunteers shall undertake reasonable steps to protect the Nob Hill owned equipment used in drop off deliveries, including placing switches in the “off” position upon termination of usage. Any damage to Nob Hill equipment occasioned by lack of reasonable care in the use of said equipment shall be reimbursed to Nob Hill by Client on presentation of documentation reasonably establishing the cost of repair.

K. Nob Hill recognizes that school lunch programs at schools operate in different and unique ways. If Client is operating a school lunch program staffed by volunteers at which Nob Hill provides only a “drop off” service, Nob Hill shall provide

Client with training materials appropriate for use by volunteers with respect to appropriate and healthy food distribution methods. ~~If Client has elected to contract for Nob Hill to provide a server in connection with the food distribution service as set forth in the Meal Service Detail (Exhibit A), it is understood that the assistance of volunteers with respect to meal distribution shall not be necessary. If Nob Hill undertakes the task of meal distribution pursuant to the terms of the contract with Client, Nob Hill shall be solely responsible for the distribution of meals to those for whom a meal has been delivered.~~

4. **Party Representatives.**

A. Client shall designate a site contact person who shall be the primary point of contact between Nob Hill and Client with respect to all issues related to this contract. The initial site contact person designated by Client is **Benjamin Moeller**, whose job title is **Director of Information Technology & Operations**. The contact information for the initial site contact person is: bmoeller@navigatorschools.org. Client may change the identity of the contact person pursuant to notice given as set forth in Paragraph 15 below.

B. Nob Hill shall designate account representatives responsible for administration of the school account. The initial Nob Hill account representatives shall be **Michael Giouzelis** and/or **The LunchMaster Office Staff**. The contact information for the School Representatives is: mike@nobhillcatering.com and/or lmadmin@thelunchmaster.com. Nob Hill may change the identity of the contact person pursuant to notice given as set forth in Paragraph 15 below.

C. To facilitate operation of the lunch service program and prompt and satisfactory resolution of problems, all issues of concern regarding the subject matter of this contract, including but not limited to the meal service provided, shall be reported by the Client primary contact person to the Nob Hill account representatives as soon as is reasonably practical under the circumstances to facilitate prompt and satisfactory resolution of issues that may arise. The primary method of communication shall be email. If telephone contact is made, email contact shall follow. All issues shall be resolved, to the extent reasonably possible, using email.

5. **Termination by Client or Nob Hill.**

A. If Client desires to terminate this Agreement for the convenience of client, Client shall give a minimum of sixty days' notice (without cause) and thirty days' notice (with cause) of termination. Notice shall be given in the manner described in Paragraph 15 below.

B. If this contract is terminated by Client pursuant to the provisions of Paragraph 6.A above, Client agrees that timely notification to parents or other users of the

service shall be given. Any such notification shall notify those individuals required to be notified of the termination of the service and the effective date of termination, along with such other information regarding any new service as shall be required. Any such notification shall refrain from discussing motivational reasons for termination of the service and shall advise the parents or other users that service by Nob Hill will continue through the date of termination unless the parties have agreed, in writing, to the contrary. In the event of termination, the parties shall cooperate, to the extent reasonably possible, with respect to transition to such other provider as may be selected by Client.

C. For the period between the receipt of notification of termination pursuant to Paragraph 6.A above, and the termination date, Client agrees that orders placed with Nob Hill shall continue for the duration of this contract. A minimum number of meals for delivery on each delivery date shall be established as set forth in this paragraph. The minimum number of meals shall be calculated by a determination of the average number of meals delivered by Nob Hill to Client on each delivery date for the sixty days preceding notice of termination. Upon calculation of said average number of meals delivered, the minimum number of meals to be delivered after notice of termination and before the date of termination shall be 90% of said average number of meals delivered. If meals ordered for delivery to Client shall fall below the minimum established pursuant to this paragraph for three dates, Nob Hill may, at its option, terminate service to Client on ten days' notice of termination given pursuant to Paragraph 15 below or Nob Hill may elect to continue service until the termination date.

D. If client has not otherwise terminated this agreement pursuant to Paragraph 6. A. above, Nob Hill reserves the right to terminate this agreement for its convenience. Good cause shall not be required for termination under this paragraph. If service is terminated pursuant to the terms of this paragraph, Nob Hill shall give a minimum of thirty (30) days written notice to termination in the manner described in Paragraph 15 below. Any such notice shall specify the last date of service under the terms of this contract.

E. If Nob Hill has not received payment of any charges invoiced pursuant to paragraph 3. B. within 30 days of the date of the original invoice, including payment of any applicable service charge, Nob Hill reserves the right, at its option, to terminate service under this contract. Nob Hill shall give a minimum of 10 days of notice of its election to terminate service under this paragraph. Notice shall be given pursuant to Paragraph 15 below. Any such notice shall specify the last date of service under the terms of this contract.

6. **Food Quality Standards.**

A. In performing the services required under this agreement, Nob Hill shall comply with all applicable federal, state, county and city statutes, ordinances and regulations. In addition, Nob Hill shall comply with all applicable health, safety and food handling codes and regulations.

B. Client and Nob Hill agree that stockpiling or storage of food made available for service on any given day is inappropriate. All food should be consumed on the date of delivery (except for breakfast items which are delivered on the day prior to the date of consumption) or returned to Nob Hill for restocking, storage or disposal. Client agrees not to serve any student with an item of food not provided on the date of delivery and Client agrees that Nob Hill shall not be liable for any complaints, injuries or damages arising out of serving of stockpiled or previously delivered food items.

C. Attached hereto and marked as Exhibit A is a list of all items which shall be provided with each meal. Exhibit A includes a list of items which shall be included with standard meals and a list of items provided with each free or reduced-price meal.

7. **Field Trip Requirements.**

A. Each customer, whether the customer be an individual student or client, shall be responsible for cancelling meal orders resulting from absence of students from the school location due to field trips. Notification for field trip lunches shall be given no later than seven business days via email. Client is responsible for notifying and clarifying Nob Hill of any adjustments from regular meals ordered that day. Any cancellation is to occur no less than three business days in advance.

8. **Client Responsibilities.**

A. In consideration of the services provided by Nob Hill, Client agrees to retain Nob Hill as its exclusive meal service provider during each service date agreed to herein. This covenant shall not require Client to use the services of Nob Hill with respect to special events scheduled from time to time by Client and shall be effective only with respect to meal services for the days upon which Nob Hill is contracted to provide meal service. School holidays and teacher conference days are excluded from this exclusivity covenant.

B. Client shall distribute all communications regarding services from Nob Hill in accordance with Client's standard process of distributing communications to the families of students.

C. Client acknowledges and agrees that all trademarks, copyrights, patents and other intellectual property owned by Nob Hill and its subsidiaries or affiliated companies, inclusive of the name and representative logos, may not be used without the written consent of Nob Hill for any purpose, including school printed publications, signage, online content or in any other manner.

Nob Hill Catering, Inc. Agrees to:

1. Ensure each meal provided to the agency under this agreement meets minimum requirements as to the nutritional content as specified by NSLP Meal Pattern, which is excerpted from regulations 7 CFR Part 210.10 and 220.8 or an approved National School Lunch Program option.
2. Maintain full and accurate records that document: (1) the menus were provided to the agency during the term of this agreement, (2) a listing of all components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The vendor agrees to provide meal preparation documentation by using field factors for each food item as listed in the United States Department of Agriculture Food Buying Guide when calculating and recording the quantity of food prepared for each meal.
3. Maintain cost records such as invoices, receipts, and/or other documentation that exhibit the purchase of otherwise availability to the vendor of the meal components and quantities itemized in the meal preparation records.
4. Maintain daily, an accurate count of the number of meals, by meal type, prepared for and delivered to the agency. Meal count documentation must include the number of meals requested by the agency.
5. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or for 3 years after the end of the audit). Upon request, make all accounts and records pertaining to the agreement available to the certified public accountant hired by the agency, representatives of the California Department of Education, USDA, and the office of the Inspector General (OIG) for audits or administrative reviews at a reasonable time and place.
6. The vendor shall surrender to the SFA upon termination of the agreement all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and

procurement documentation. The records shall be in appropriate order and complete.

7. Nob Hill Catering, Inc. will indemnify, defend, and hold harmless **Navigator Schools** and its directors, officers and employees from and against any material liabilities, losses, expenses (including reasonable attorney’s fees), cost and damages (collectively “Damages”) arising out of or relating to breach of any material representation, warranty or covenant of Nob Hill Catering, Inc. under this Agreement. The indemnification obligations of Nob Hill Catering, Inc. shall not apply to the extent that the applicable damages are directly caused by **Navigator Schools** or any of its agents, contractors or employees.

8. Nob Hill Catering, Inc. will keep and maintain Commercial general liability insurance, including extended coverage for product in an amount no less than one million dollars (1,000,000.00) for each occurrence for any liability resulting from incidents of improper product preparation, contamination or transport or breach of any representation, warranty or covenant of Nob Hill Catering, Inc. under this agreement. Nob Hill Catering, Inc. will provide **Navigator Schools** with a certificate evidencing insurance in the amount required above naming **Navigator Schools** as an additional Insured and specifying that the coverage will not be canceled or modified without 30 days of prior written notice to **Navigator Schools**.

9. If Delivery / Production records are not delivered upon delivery, Nob Hill must be notified by phone and email upon school noticing that paperwork is missing. Nob Hill will deliver paperwork before lunch service. If Nob Hill fails to deliver Delivery / Production paperwork for that day service, Nob Hill will issue credit ONLY.

Certifications:

If this agreement is more than \$100,000.00, the agency and the vendor shall comply with all applicable standards, orders, or regulations issued:

- a) Section 306 of the Clean Air Act (42 USC 185h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations.

- b) Certification regarding Lobbying Pursuant to 31 USC 1352 (appendix A: 7 CFR Part 3018)

- c) Disclosure of Lobbying activities pursuant to 31 USC 1352 (appendix A: 7 CFR Part 3018)

Nob Hill certifies that they are in compliance with:

- a) Energy Policy and Conservation Act (OMB Circular A-102, Attachments o, paragraph 14.j)

- b) Provisions of the Contract Work Hours and Safety Standards Act involving food service workers whose duties are manual and physical in nature (OMB Circular No. A-102, Attachment O, paragraph 14.f)

- c) Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 and Department of Labor Relations.

10. **Force Majeure.** Neither party shall be liable for any delay or failure in its performance under this contract caused by events beyond the control of the parties, including but not limited to terrorism, war, riots, labor strikes, interruption of utility services, fires, floods, earthquakes and other natural disasters.

11. **Entire Agreement.** This contract contains all the covenants between the parties with respect to the subject of this contract, and each party acknowledges that no representations, inducements, promises or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this contract. Any agreement, statement or promise not contained in this contract shall not be valid or binding between the parties with respect to the subject of this contract, except for a subsequent written modification signed by the party to be charged.

12. **Amendment.** This contract may be amended or modified at any time with respect to any provisions by a written instrument executed by Nob Hill and Client.

13. **Non-Assignment.** Neither party may assign or transfer this agreement, in whole or in part, without the prior written consent of the other party.

14. **Attorney Fees.** If any legal action is brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to recover reasonable attorney’s fees from the other party. These fees, which may be set by the court in the same action or in a separate action brought for that purpose, are in addition to any other relief to which the prevailing party may be entitled.

15. **Dispute Resolution.**

A. Mediation. The parties hereby agree that any dispute between the parties hereto arising out of or related to the subject matter of this Agreement or services to be provided pursuant to this Agreement shall be subject to non-binding mediation prior to implementation of any other dispute resolution process. The mediator shall be a retired judge or practicing attorney to be agreed upon by the parties. Mediation shall be held in San Mateo County, California. The cost mediation shall be borne by the parties equally. The parties agree that all individuals or entities necessary for resolution of any such dispute shall participate in the mediation process, including but not limited to party principals, insurers, consultants, agents, contractors and subcontractors as is necessary. If the dispute is not resolved by mediation, each party shall thereafter be free to commence litigation or other dispute resolution process at the party's discretion. If a court of competent jurisdiction shall determine that any party hereto shall have failed to adequately and meaningfully participate in the mediation process prior to commencement of litigation or other dispute resolution, said finder of fact shall be empowered to deny

attorney's fee to that party that the non-participating party would otherwise have been entitled to an award of attorney's fees.

B. The parties hereby irrevocably and unconditionally agree that all disputes arising out of or related to the subject matter of this Agreement or related to the services to be provided pursuant to this Agreement shall be resolved pursuant to binding arbitration proceedings. Arbitration proceedings shall be conducted by a single neutral arbitrator to be agreed upon by the parties. If the parties are unable to agree upon the identity of a single neutral arbitrator within thirty days of a demand for arbitration by any party hereto, said arbitrator shall be appointed by the presiding judge of the San Mateo County, California Superior Court or his designee. Arbitration proceedings shall be conducted pursuant to the provisions of the California Arbitration Act, Code of Civil Procedure Section 1280 and following. Discover shall be allowed as described in the California Arbitration Act. The award of an arbitrator shall be final and binding and subject only to such collateral attack as shall be allowed pursuant to the terms of the California Arbitration Act. The award of an arbitrator may be entered as a judgment in any court of competent jurisdiction.

C. Exclusive jurisdiction and venue with respect to all dispute resolution matters arising out of or related to this contract or related to the services to be provided pursuant to the terms of this Agreement shall lie in the courts of the State of California in and for the County of San Mateo. The parties agree that the courts in and for the County of San Mateo are convenient to the parties. Arbitration proceedings commenced pursuant to this Agreement shall be held in San Mateo County, California.

D. This contract shall be governed by and construed in accordance with the laws of California.

16. **Notices.** Any notice required or permitted to be given under this contract shall be written, and may be given by personal delivery or by registered or certified mail, first class postage prepaid, return receipt requested. Notice shall be deemed given upon actual receipt in the case of personal deliver or upon delivery to the United States Post Office for mailing. Mailed notices shall be addressed as follows. Each party may change address by written notice in accordance with this paragraph.

Nob Hill Catering Inc.

601 Taylor Way
San Carlos, CA 94070
lunchmaster@nobhillcatering.com

Navigator Schools:

650 San Benito Street Suite 230
Hollister, CA 95023
bmoeller@navigatorschools.org

Dated: _____

NOB HILL CATERING, INC.

By: Michael Giouzelis

Dated: _____

NAVIGATOR SCHOOLS

Print Name: Benjamin Moeller

**EXHIBIT A
MEAL SERVICE DETAIL**

1. Ingredients that may not be used (within reasonable capability of Nob Hill):

2. Beverage service (Unless otherwise noted, beverage service shall be an assortment of 1% milk, non-fat white and non-fat chocolate milk & Water):

3. Service shall be provided Monday through Friday unless noted below:

4. The time upon which the first meal service shall begin and the time at which meal service shall be completed:

5. Field trip:

See Paragraph 8.

6. Cancellation and refund policy:

Cancellation policy is detailed in Paragraph 11 of the attached Addendum.

**EXHIBIT B
PRICING GRID
Daily Cost Breakdown**

Meal Type	Price
Breakfast	\$1.95
Regular Lunch Meal	\$2.95
Vegan/Gluten Free Regular Lunch Meal (1 of each per day)	Available upon Request
Vegan/Gluten Free Large Lunch Meal (1 of each per day)	Available upon Request

The LunchMaster will provide hot meal units, cold meal units, and refreshment units. If Client requires additional equipment, Nob Hill can provide Client a cook & hold oven for purchase at a cost of \$7,400 and a refrigerator for purchase at a cost of \$2,000. Complete maintenance, repair, and replacement services for all vendor-owned equipment will be at no cost to Client.

**ADDENDUM TO SCHOOL LUNCH SERVICE CONTRACT
(NATIONAL SCHOOL LUNCH PROGRAM)**

This Agreement shall supplement the School Lunch Service Contract Agreement dated June 6th, 2019 between **NOB HILL CATERING, INC.**, a California corporation DBA **The LunchMaster** (hereinafter "Nob Hill") and **Navigator Schools** located at the following locations, California (hereinafter "Client").

Gilroy Prep School: 277 IOOF Avenue, Gilroy, CA 95020
Watsonville Prep School: 201 Brewington Avenue, Watsonville, CA 95076

The purpose of this Addendum is to provide additional detail to the agreement between the parties to comply with the requirements of the National School Lunch Program. This Addendum shall be effective on the date of the underlying vending agreement and shall terminate upon termination of the underlying Agreement.

1. In addition to the term of the Agreement as set forth in Paragraph 1 of the underlying Agreement, the parties understand that despite the duration of the contract as set forth in Paragraph 1, pursuant to the requirements of the National School Lunch Program, pricing as set forth on Exhibit B (Pricing Grid) must be reviewed and agreed upon annually in a manner consistent with the requirements of the National School Lunch Program. A new Pricing Grid shall be agreed upon and attached to the underlying Agreement annually.

2. In addition to the matters set forth in Paragraph 2 of the underlying agreement, the following shall apply:

a. Nob Hill shall prepare and institute a program in compliance with the School Nutrition Programs, Child and Adult Care Food Program, and the Summer Food Service Program, including after school snack and supper programs. Upon request, Nob Hill shall undertake such steps as shall be necessary to provide a Seamless Summer Program pursuant to the provisions of the National School Lunch Program. To the extent reasonably possible, Nob Hill meals meet the National School Lunch and School Breakfast Program requirements using offer versus serve and utilizing the HHFKA food based menu planning type, and the requirements of the Child and Adult Care Food Program, After School Snack and Supper Program. Although Nob Hill attempts to ensure compliance with all program requirements, Nob Hill cannot be responsible for the failure of third party vendors or others to inform Nob Hill of changes to products which may not comply with government program requirements.

b. Individuals responsible for ordering meals shall be required to estimate the number of students desiring milk service and each of the fruit and vegetable

choices upon entering orders. It is understood that milk orders shall be used solely for service with meals as ordered. The responsible parties shall not over order for purposes of "stockpiling" or storing milk products for alternate uses. Nob Hill reserves the right to charge separately, cancel service or take such other steps as shall be necessary if "stockpiling" shall occur. It is understood that milk and milk products shall be stored and refrigerated properly upon delivery. Milk for breakfast service and field trips will be delivered the day prior to service. Milk for lunch, supper, and snack will be delivered for same day consumption.

3. Lactaid and/or soymilk products as dairy substitute shall be provided upon the program participant providing written evidence signed by a licensed physician stating that the program participant is required to use those products. Such physicians order shall be set forth on the California Department of Education Medical Statement to Request Special Meals and/or Accommodations form. Said form may be obtained by program participants from the California Department of Education. Lactaid shall be provided at the same price as is milk. Soymilk is subject to additional charge to be agreed upon.

4. Vegan/gluten free meals shall be provided upon the program participant providing written evidence signed by a licensed physician stating that the program participant is required to receive vegan/gluten free meals. Such physicians order shall be set forth on the California Department of Education Medical Statement to Request Special Meals and/or Accommodations form. Said form may be obtained by program participants from the California Department of Education. If a student desires to receive vegan/gluten free meals without written evidence from a licensed physician that the participant requires such meals, vegan/gluten free meals will be provided at an additional charge to be agreed upon.

5. All orders shall be completed and received by 5:00 p.m. on the Tuesday prior to the week during which the order is to be delivered. Nob Hill reserves the right to decline any orders received after that deadline. Any orders received and accepted by Nob Hill after the deadline set forth in this paragraph shall be subject to a late fee in the sum of \$50.00 per order (regardless of the number of meals ordered). Upon delivery of meals, Nob Hill shall provide such documentation as is necessary to comply with the requirements of the National School Lunch Program.

6. The parties understand that milk and other dairy products are volatile and subject to spoilage if not refrigerated or otherwise cared for properly. If dairy products shall, in the opinion of Client, not be consumable due to spoilage, upon providing evidence of such spoilage to Nob Hill, Client shall be credited for those specific items which are spoiled. Entire shipments shall not be credited, only those specific items which were spoiled. Any items as to which a claim of spoilage is being made shall be returned by Client to Nob Hill for inspection if reasonably possible. If return is not possible, Client shall undertake such steps as shall be reasonably available to document spoilage, including but not limited to photographs of all items alleged to be spoiled. All items as to

which there is a claim of spoilage, which are not returned to Nob Hill or as to which evidence of spoilage is not provided, shall not be subject to credit.

7. If Client desires, for any reason, to partially cancel service under the terms of this contract and addendum thereto, Client shall give ten (10) days written notice of its partial cancellation of service. For purposes of example only, if Client has contracted for breakfast, lunch and snack service and desires to cancel one of the three services contracted for, the provisions of this paragraph requiring a ten (10) day notice of cancellation shall apply. If, however, Client desires to cancel all services provided pursuant to the underlying contract and this addendum, the standard cancellation procedures set forth in the underlying contract shall apply.

8. All requirements of the School Lunch Service Contract set forth in Paragraph 8 regarding field trips shall be applicable to the National School Lunch Program service. All orders must be completed and received by 5:00 p.m. on the Tuesday prior to the week during which the order is to be delivered. In the event of timely notification, bag lunches shall be delivered on the day prior to the field trip. Client must be able to refrigerate all items requiring refrigeration overnight for use the next day. Nob Hill shall not be required to deliver bag lunches for use by program participants on field trips other than at the time of regular delivery or the day preceding pursuant to the terms of this paragraph.

9. With respect to the School Nutrition Programs, cancellation and refund timing shall be as set forth below. To cancel service or change service, the following grid shall apply:

	Monday	Tuesday	Wednesday	Thursday	Friday
To make a change or cancel for:	Previous TH by 4 PM	Previous Fri by 4 PM	Monday 4 PM/same week	Tuesday 4 PM/same week	Wed 4 PM/same week

10. This paragraph is intended to supplement Paragraph 2 of the School Lunch Service Contract. Client agrees that a staff member shall be available at the time of delivery to count all items delivered and check the items for spoilage. The Nob Hill driver shall remain onsite in order for the Client to complete the count for a period of no more than 10 minutes following the arrival of the driver. The driver shall have available appropriate receipts or other documentation for the school representative to sign regarding the sufficiency of the delivery. Any delivery shortage discovered following the departure of the driver shall not be credited.

11. With respect to Paragraph 3 of the School Lunch Service Contract, it is understood that billing for free and reduced-price meals shall be on a weekly basis consistent with Paragraph 3.B of the underlying Agreement. Payment shall be consistent with said Paragraph 3.B.

12. Client is hereby granted an option to extend the School Lunch Service Contract to which this Addendum is attached for three (3) additional periods of one (1) year, the renewal to commence upon the anniversary date of the commencement of this Contract and each anniversary date thereafter for a maximum of three (3) years. In order to renew this option, Client shall notify Nob Hill of its election to renew pursuant to the procedures set forth in Paragraph 15 of the School Lunch Service Contract. Upon notification of Client electing to renew, the contract shall be renewed upon all terms and conditions, subject only to adjustment of pricing as set forth on Exhibit B to the School Lunch Service Contract. Client shall exercise its option to renew prior to termination of the previous contract term. Nob Hill shall notify Client of any modification of pricing terms within thirty (30) days of receipt of notification of exercise of the option to renew. Upon notification of pricing adjustments, Client shall have a period of fifteen (15) days within which to either accept the adjustments or terminate this contract and any extension thereof in its entirety. Except as specifically provided herein, all terms and conditions of the School Lunch Service Contract entered between the parties shall remain in effect, unmodified.

Dated: _____

NOB HILL CATERING, INC.

By: Michael Giouzelis

Dated: _____

NAVIGATOR SCHOOLS

Print Name: Benjamin Moeller

Initials: _____

Coversheet

Governance Committee Report

Section: II. Topical Items
Item: A. Governance Committee Report
Purpose: FYI
Submitted by:
Related Material: 2019_05_28 Governance Comm Minutes.pdf

DRAFT



Navigator Schools

Minutes

NS Governance Committee

Date and Time

Tuesday May 28, 2019 at 10:00 AM

Location

Navigator Schools, 650 San Benito Street, Suite 230, Hollister CA 95023

Teleconference Locations

- 827 Broadway, Suite 300, Oakland, CA 94607
- 1065 Byers Street, Gilroy, CA 95020
- 1827 Clifford Street, Santa Clara, CA 95050

Anyone who needs a disability-related accommodation, modification, or auxiliary aid/service, should direct their request to Sean Martin, Executive Assistant to the CEO. Mr. Martin may be reached by telephone at (831) 217-4894 or by [email](mailto:smartin@navigatorschools.org) (smartin@navigatorschools.org).

An archive of board meeting agendas and minutes is available for public view at the Navigator Schools Support Office, 650 San Benito Street, Suite 230, Hollister CA 95023.

Committee Members Present

A. Gallegos Fambrini (remote), C. Wright (remote)

Committee Members Absent

J. Anderson

Guests Present

J. Flaherty (remote), K. Sved, S. Martin

I. Opening Items**A. Record Attendance and Guests**

B. Call the Meeting to Order

C. Wright called a meeting of the Governance committee of Navigator Schools to order on Tuesday May 28, 2019 @ 10:30 AM at Navigator Schools, 650 San Benito Street, Suite 230, Hollister CA 95023.

C. Approve Minutes

C. Wright made a motion to approve minutes from the NS Governance Committee on 04-16-19.

A. Gallegos Fambrini seconded the motion.

The committee **VOTED** unanimously to approve the motion.

Roll Call

J. Anderson Absent

A. Gallegos Fambrini Aye

C. Wright Aye

II. Topical Items

A. 2019-20 Board Goals

Members discussed slides related to the goal-setting process. C. Wright outlined key attributes of board goals and priorities (including measurability). Members shared responses to the framework as well as next steps (dedicated planning in July).

B. Review 2019-20 Board Dashboard

This topic was not discussed during the meeting. A new iteration of the dashboard is under development.

C. Board Member Recruitment

Members discussed board member assessments and connections to board goals. C. Wright introduced the topic of competencies and identifying potential candidates for recruitment who manifest targeted competencies. J. Flaherty suggested key attributes of new members. C. Wright noted that we are recruiting to replace in addition to recruiting to grow. A. Gallegos Fambrini shared insights on the process. All members highlighted the importance and urgency of recruitment in Watsonville and building connections in that community.

D. Strategic Direction: Next Steps

This item was not discussed during the meeting.

E. 2019-20 Draft Board Meeting Schedule

Members discussed a process for determining the date of the regular board meeting and retreat in February.

III. Closing Items

A. Schedule Next Governance Committee Meeting

Members generated possible dates for the next NS Governance Committee meeting. C. Wright expressed a need for completing a board assessment before that time. A. Gallegos Fambrini agreed to speak to this at the next board meeting.

B. Adjourn Meeting

A. Gallegos Fambrini made a motion to adjourn the meeting.

C. Wright seconded the motion.

The committee **VOTED** unanimously to approve the motion.

Roll Call

J. Anderson Absent
A. Gallegos Fambrini Aye
J. Flaherty Abstain
C. Wright Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:56 AM.

Respectfully Submitted,
S. Martin

Coversheet

Watsonville Prep Update

Section: II. Topical Items
Item: B. Watsonville Prep Update
Purpose: FYI
Submitted by:
Related Material: _Watsonville Prep Update June 2019.pdf



Date: June 18, 2019

To: Board of Directors

Submitted By: Kirsten Carr, Director of Engagement & Partnerships

Subject: Watsonville Prep School Update **Agenda Item Type:** Informational, Discussion

Objective(s):

- 1) As part of the Board approved green lighting process, the board will be updated on key checkpoints for an August 2019 opening.
- 2) The Board will provide feedback to help ensure WPS has a successful August launch.

Overview

To provide a status update on activities regarding WPS as well as present a current snapshot of staff plans to prepare for a successful launch in August.

Project Management Update - As reported in previous board meetings, staff continues to be on target to hit our major milestones for hiring, enrollment, facilities, and operations. Below are updates on activities from the various departments:

- Academics -
 - Bell schedule created in conjunction with the E.A. Hall principal
 - Ordered curriculum for WPS
- Community Engagement -
 - Full force enrollment activities have been undergoing to ensure full enrollment at opening.
 - Current enrollment (target of 64 students per grade level):
 - Kindergarten 57 with 11 registration packets still out
 - First grade 48 with 8 registration packets still out
 - Second grade - 30 with 4 registration packets still out
 - Have a weekly presence at the Farmers' Market
 - Done outreach at local soccer games
 - Incentives for families bringing in other students
 - Launching a social media campaign with a company referred to Navigator by Charter School Growth Fund
 - PVUSD Board Members Daniel Dodge, Jr. and Jennifer Holm visited HPS
 - Last Reading Club held June 3 with numerous new families attending
 - End of school, welcome to WPS picnic held Friday, June 7 for WPS families
 - Ribbon cutting scheduled with Pajaro Valley Chamber of Commerce
- Facilities -
 - The final Facilities Use Agreement approved by PVUSD

- Obtained Interim office space in downtown Watsonville to enable parents to register and meet with WPS staff
- Navigator will obtain access to the E.A. Hall site on August 1
- Human Resources -
 - Newest Support Staff
 - Site Tech: Christopher Copus
 - Office Assistant, Soila Valdez Solorio, is starting a month early to assist with recruiting efforts
- Student Services -
 - Upon receiving MOU from CDE, applied to El Dorado COE SELPA
 - After lottery, Identify students with IEPs
- ITOM -
 - Food service - Food service contract up for approval at 6/18 meeting
 - In regular communication with the Principal of E.A.Hall on sharing logistics,
- Finance -
 - LCAP to be approved at the June NS board meeting
 - WPS was approved for a \$250,000 revolving loan from the California Finance Authority
- WPS (site) -
 - Summer bridge/orientation program begins August 7
 - First day of school is August 13

Coversheet

Finance Committee Report

Section: II. Topical Items
Item: C. Finance Committee Report
Purpose: FYI
Submitted by:
Related Material: 2019_05_30 Finance Comm Minutes.pdf

DRAFT



Navigator Schools

Minutes

NS Finance Committee

Date and Time

Thursday May 30, 2019 at 2:00 PM

Location

Navigator Schools, 650 San Benito Street, Suite 230, Hollister CA 95023

Teleconference Locations

- 827 Broadway, Suite 300, Oakland CA 94607
- 780 Broadway, Redwood City CA 94063
- 10326 Roselle Street, San Diego CA 92121

Anyone who needs a disability-related accommodation, modification, or auxiliary aid/service, should direct their request to Sean Martin, Executive Assistant to the CEO. Mr. Martin may be reached by telephone at (831) 217-4894 or by [email](mailto:smartin@navigatorschools.org) (smartin@navigatorschools.org).

An archive of board meeting agendas and minutes is available for public view at the Navigator Schools Support Office, 650 San Benito Street, Suite 230, Hollister CA 95023.

Committee Members Present

J. Montgomery (remote), N. Crivello (remote)

Committee Members Absent

C. Wright

Committee Members Arrived Late

N. Crivello

Guests Present

A. Ortiz, K. Sved, Rosa Segura, S. Martin (remote), V. Paredes-Colonia (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

J. Montgomery called a meeting of the Finance committee of Navigator Schools to order on Thursday May 30, 2019 @ 2:06 PM at Navigator Schools, 650 San Benito Street, Suite 230, Hollister CA 95023.

C. Approve Minutes

J. Montgomery expressed her approval of the minutes as written.

II. Finance

A. Approve Consolidated Application Federal Funding Request

A. Ortiz explained the document, including next steps, and J. Montgomery asked clarifying questions about key figures and categories of the various Titles (I-IV).

B. Approve STRS Agreement with Santa Clara COE

A. Ortiz explained the State Teachers Retirement System (STRS), and J. Montgomery offered further explanation comparing The Public Employee Retirement System (PERS) and STRS. V. Paredes-Colonia asked clarifying questions.

C. STRS Application for Santa Cruz County COE

J. Montgomery asked questions about STRS data and human resource procedures. K. Sved described next steps. J. Montgomery considered varying charges between counties.

D. 2018-19 Financials

A. Ortiz presented relevant tables and figures. J. Montgomery and participants discussed various items in the financials. J. Montgomery offered to provide a second review of the document prior to the next board meeting. K. Sved discussed fundraising efforts and potential policies. A. Ortiz explained support office management fees. J. Montgomery offered new approaches for organizing the data.

Participants discussed enrollment and average daily attendance. J. Montgomery offered suggestions for analyzing attendance patterns. N. Crivello suggested applying identical axis scales to relevant charts comparing sites. J. Montgomery asked questions about the attendance metrics and how they are calculated (relating to the school calendar and reporting dates).

E. LCAP Approval and Federal Addendum

There were no questions or discussions about this topic. Final versions of the documents will be presented at the next board meeting.
N. Crivello arrived late.

F. 2019-20 Budget

A. Ortiz provided an overview of important budget elements. She explained Financial Crisis Management Action Team (FCMAT) funding formulae. N. Crivello and J. Montgomery asked questions regarding a new position added to the Support Office. K. Sved described the primary functions of the position. J. Montgomery discussed skill sets, organizational charts, and funding related to new positions. J. Montgomery offered best practices for utilizing teachers on assignment. She also presented outsourcing as a strategy for conserving resources. She recommended augmenting acronyms with full titles in documents.

III. Other Business

A. Facilities Update

This topic will be presented at the next board meeting.

B. Schedule Next Meeting

This item was not discussed during the meeting.

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 3:02 PM.

Respectfully Submitted,
S. Martin

Coversheet

Financial Update

Section: II. Topical Items
Item: D. Financial Update
Purpose: FYI
Submitted by:
Related Material: Financials Ending 2019_04_30.pdf



2018-19 Financial Report Narrative
June 2019 Board Meeting
Financials through April 30, 2019

2018-19 Net Income

	<u>Current Projection</u>	<u>BOD Approved Budget</u>
CMO	-\$170k	\$19k
Gilroy Prep	\$375k	\$215k
Hollister Prep	\$229k	\$255k
Watsonville Prep	<u>\$134k</u>	<u>\$326k</u>
Total	\$567k	\$815k

- Charter Management Office (CMO) projected net income variance highlights
 - \$60k favorable variance in revenue from Watsonville Prep School management fee not originally budgeted.
 - \$63k favorable variance in consulting Revenue that was not in the Board approved budget
 - \$285k unfavorable variance in fundraising due to the CMO not meeting its fundraising goal
 - \$30k unfavorable variance in Services, including legal fees and technology.
- Gilroy Prep School (GPS) projected net income variance highlights
 - \$109k favorable variance in salaries due to GPS being understaffed for most of the school year
 - \$60k favorable variance in benefits which is a reflection of the favorable variance in salaries
- Hollister Prep School (HPS) projected net income variance highlights
 - There are no significant variances.
- Watsonville Prep School (WPS) projected net income variance highlights
 - \$275k unfavorable variance due to fundraising totals projected to be lower than originally budgeted.
 - \$120k favorable variance from rent not expended through April 30, 2019.
 - \$32k unfavorable variance in non-instructional consulting due to WPS contracting a TK consultant, a political consultant, and a real estate broker that were not originally budgeted.

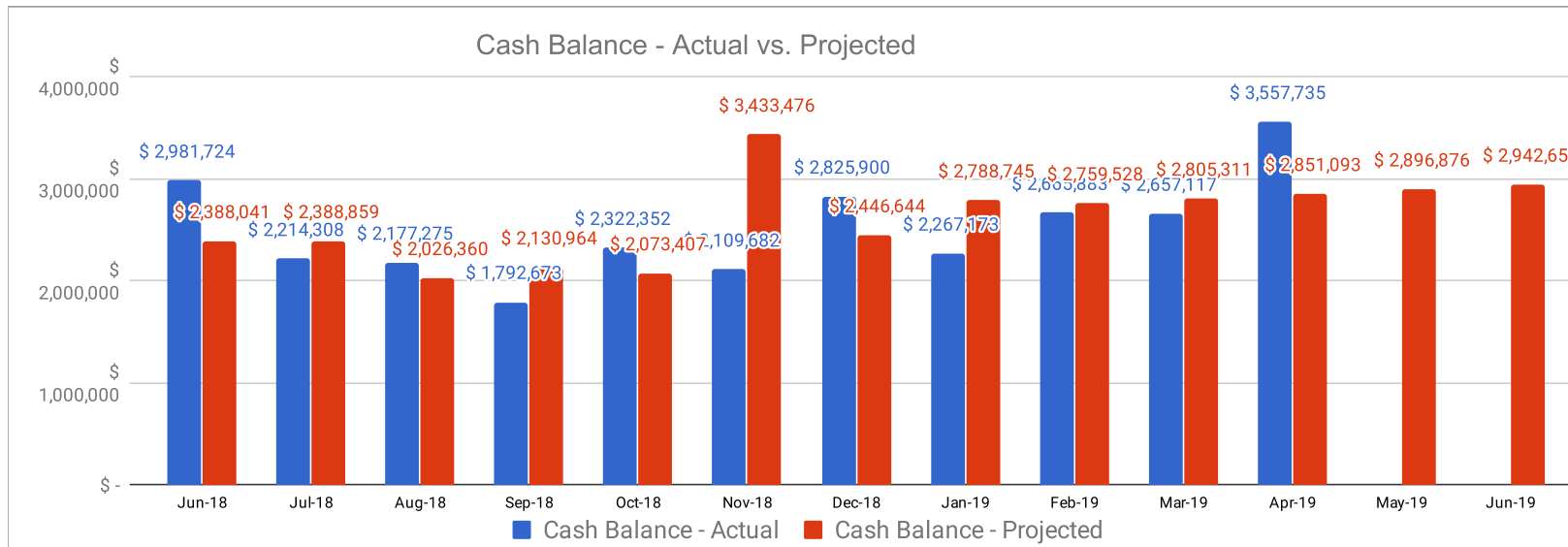
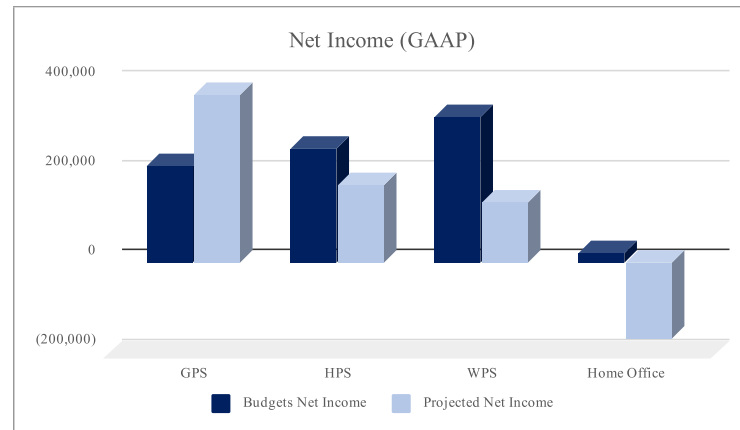
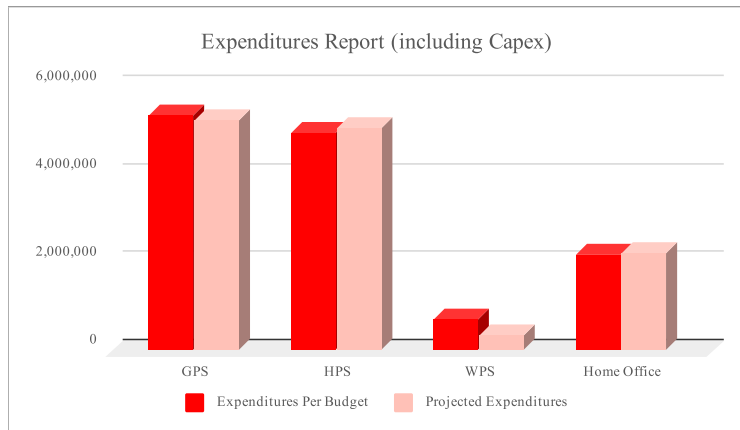
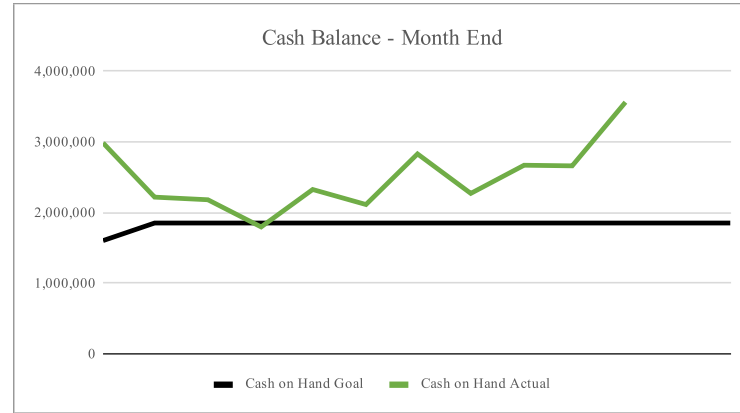
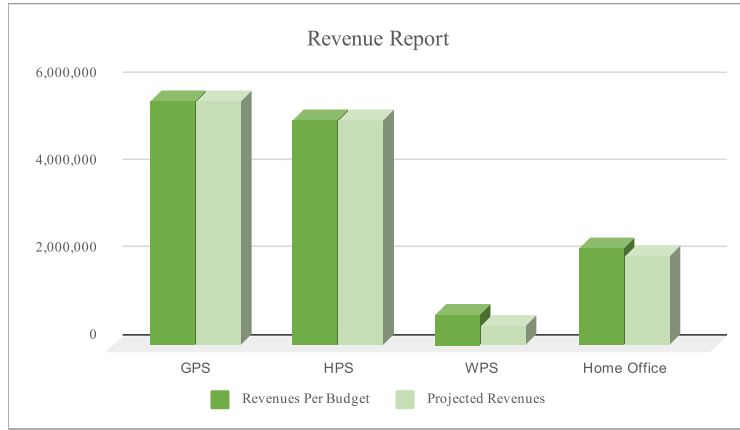
Navigator Schools
 Consolidated Balance Sheet Comparison
 Actuals through April 30, 2019

	Actual <u>4/30/2019</u>	Actual <u>6/30/2018</u>	Actual <u>6/30/2017</u>
Cash	3,557,736	2,981,724	2,008,555
Accounts Receivable	13,462	776,899	1,126,497
Prepaid Expense	42,103	221,301	209,415
Fixed Assets, net of depreciation	447,357	324,446	312,895
Other Assets	4,763	2,915	
Total Assets	4,065,421	4,307,284	3,657,361
Accrued Liabilities	227,173	845,666	657,592
CDE Loan Payable	0	0	62,500
Total Liabilities	227,173	845,666	720,092
Beginning Fund Balance	3,461,617	2,937,269	2,469,528
Net Income	376,631	524,348	467,741
Ending Fund Balance	3,838,249	3,461,617	2,937,269
Total Liabilities & Fund Balance	4,065,421	4,307,284	3,657,361

Navigator Schools - 2018-19 Budget vs. Projection

Actuals through April 30, 2019

	Total	TOTAL	Total	GPS	GPS	GPS	HPS	HPS	HPS	WPS	WPS	WPS	CMO	CMO	CMO
	2018-19	2018-19	2018-19	2018-19	2018-19	2018-19	2018-19	2018-19	2018-19	2018-19	2018-19	2018-19	2018-19	2018-19	2018-19
	BOD Approved	YTD	Current	Revised	YTD	Current	Revised	YTD	Current	Original	YTD	Current	Original	YTD	Current
	<u>Budget</u>	<u>Actuals</u>	<u>Projection</u>	<u>Budget</u>	<u>Actuals</u>	<u>Projection</u>	<u>Budget</u>	<u>Actuals</u>	<u>Projection</u>	<u>Budget</u>	<u>Actuals</u>	<u>Projection</u>	<u>Budget</u>	<u>Actuals</u>	<u>Projection</u>
<i>Enrollment Projection</i>	1020	1019	1020	540	539	540	480	480	480	0	0	0	0	0	0
REVENUE:															
LCFF Revenue	8,998,732	7,291,607	9,059,403	4,633,098	3,704,129	4,633,098	4,365,634	3,587,478	4,426,305	0	0	0	0	0	0
Federal Revenue	462,392	232,558	549,650	306,080	171,696	316,080	156,312	60,862	233,570	0	0	0	0	0	0
Other State Revenue	983,529	654,926	954,918	507,503	375,392	505,723	476,026	279,534	449,195	0	0	0	0	0	0
Donations & Grants	1,440,885	815,008	818,847	12,885	6,439	10,278	63,000	3,439	3,439	700,000	425,000	425,000	665,000	380,130	380,130
Other Revenue	187,811	156,797	215,431	115,954	77,169	105,954	71,557	29,230	46,098	0	0	0	300	50,398	63,379
CMO Management Fees	1,529,785	1,334,330	1,589,285									0	1,529,785	1,334,330	1,589,285
REVENUE	13,603,134	10,485,226	13,187,534	5,575,520	4,334,825	5,571,133	5,132,529	3,960,543	5,158,607	700,000	425,000	425,000	2,195,085	1,764,858	2,032,794
EXPENDITURES:															
Salaries	6,756,620	5,337,761	6,613,216	2,787,031	2,127,778	2,677,654	2,364,209	1,917,493	2,384,802	153,000	70,714	96,845	1,452,380	1,221,776	1,453,915
Benefits & Taxes	1,850,520	1,378,342	1,726,892	767,446	557,583	707,446	661,032	502,950	618,231	38,258	15,963	26,405	383,784	301,846	374,810
Books & Supplies	860,440	817,804	918,304	407,362	342,463	391,173	377,588	414,348	452,760	28,790	18,121	24,912	46,700	42,872	49,459
Services & Other Operating Expense	1,738,395	1,956,118	1,720,538	576,064	1,159,488	596,555	715,088	377,234	715,104	153,935	131,397	83,674	293,308	287,999	325,205
CMO Management Fees	1,529,785	618,570	1,589,285	787,627	100	787,627	742,158	618,470	742,158	0	0	59,500			
Capital Outlay	375,000	0	170,533	0	0	80,533	75,000	0	75,000	300,000	0	15,000	0	0	0
EXPENDITURES	13,110,760	10,108,595	12,738,768	5,325,530	4,187,412	5,240,988	4,935,075	3,830,495	4,988,055	673,983	236,195	306,336	2,176,172	1,854,493	2,203,389
REVENUE LESS EXPENDITURES	492,374	376,631	448,766	249,990	147,413	330,145	197,454	130,048	170,552	26,017	188,805	118,664	18,913	(89,635)	(170,595)
GAAP Adjustments:															
Revenue Less Expenditures	492,374	376,631	448,766	249,990	147,413	330,145	197,454	130,048	170,552	26,017	188,805	118,664	18,913	(89,635)	(170,595)
Add back Capita Outlay to Net income	375,000	0	170,533	0	0	80,533	75,000	0	75,000	300,000	0	15,000	0	0	0
Subtract Depreciation Expense	(52,000)	0	(52,000)	(35,000)	0	(35,000)	(17,000)	0	(17,000)	0	0	0	0	0	0
Net Income - GAAP Basis 2018-19	815,374	376,631	567,299	214,990	147,413	375,678	255,454	130,048	228,552	326,017	188,805	133,664	18,913	(89,635)	(170,595)
Beginning Net Assets @ 6/30/18	3,461,617	3,461,617	3,461,617	1,528,118	1,528,118	1,528,118	1,639,883	1,639,883	1,639,883	0	0	0	293,616	293,616	293,616
Net Income - GAAP Basis 2018-19	815,374	376,631	567,299	214,990	147,413	375,678	255,454	130,048	228,552	326,017	188,805	133,664	18,913	(89,635)	(170,595)
Ending Net Assets @ 6/30/19	4,276,991	3,838,248	4,028,916	1,743,108	1,675,531	1,903,796	1,895,337	1,769,931	1,868,435	326,017	188,805	133,664	312,529	203,981	123,021



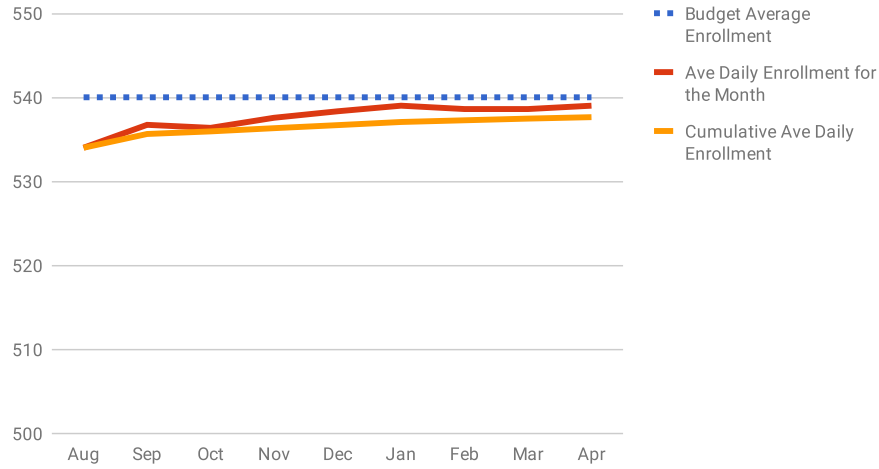
Navigator Schools - 2018-19 Unaudited Actuals Comparison to 2017-18 Actuals
Actuals through April 30, 2019

Income Statement - Combined <i>CMO/GPS/HPS/WPS</i>	2018-19 Original Budget	2018-19 Latest Projection	2017-18 Original Budget	2017-18 Audited Actuals
Revenue	12,073,349	11,598,249	10,991,368	10,119,291
Expenses	11,257,975	11,087,783	10,420,391	9,594,946
Net Income - GAAP basis (audit)	815,374	510,466	570,977	524,345
Less Capital Outlay	(375,000)	(170,533)	(157,550)	(64,814)
Revenue less expenses & capital outlay	440,374	339,933	413,427	459,531
	2018-19 Original Budget	2018-19 Latest Projection	2017-18 Original Budget	2017-18 Audited Actuals
Beginning Fund Balance	1,639,883	1,639,883	2,937,272	2,937,272
Net Income - GAAP basis (audit)	815,374	510,466	570,977	524,345
Ending Fund Balance	2,455,257	2,150,349	3,508,249	3,461,617

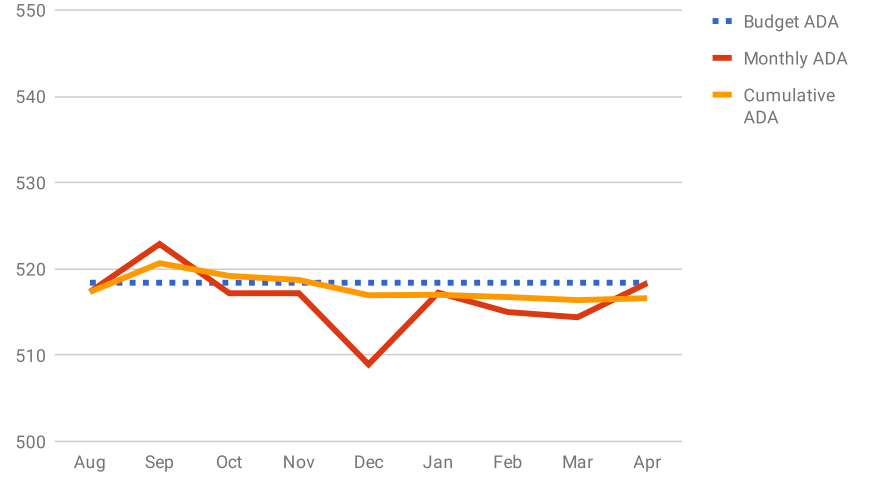
Revenues/Student *	11,837	11,371	91,595	10,541
Expenses/Student *	11,037	10,870	86,837	9,995
Fund Balance/Student at Year End	2,407	2,108	29,235	3,606

* Revenues and Expenses do not include CMO Management Fee Revenue/Expense because that is an intercompany charge.

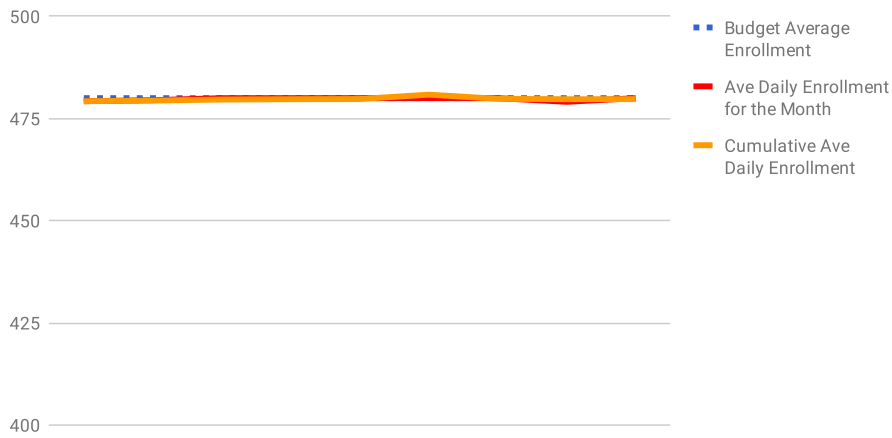
GPS Enrollment



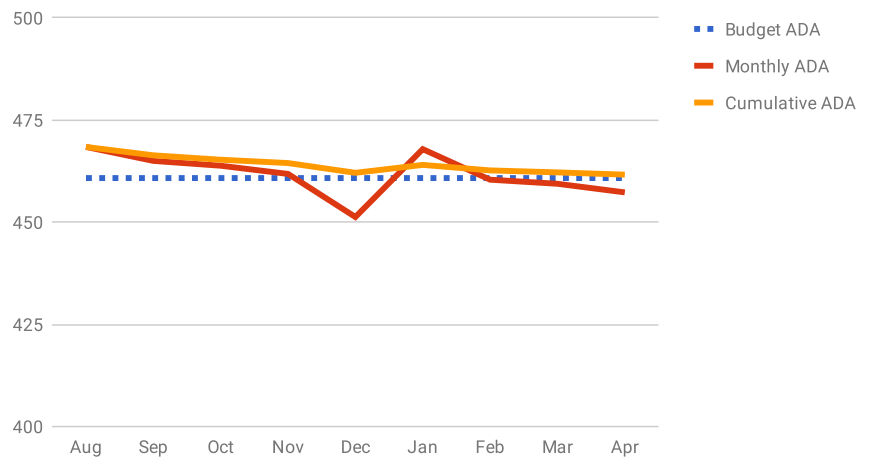
GPS ADA



HPS Enrollment



HPS ADA



Navigator Schools - Financial Data
Actuals through April 30, 2019

<u>Attendance and Enrollment Data</u>	<u>Total</u>	<u>GPS</u>	<u>HPS</u>
2018-19 ADA - Approved Budget	979.2	518.4	460.8
2018-19 ADA thru 4/30/19	978.2	516.6	461.6
2018-19 ADA % thru 4/30/19	96.2%	96.1%	96.2%
2018-19 Enrollment - Approved Budget	1020.0	540.0	480.0
2018-19 Ave Enrollment thru 4/30/19	1017.3	537.6	479.7
Enrollment as of 4/30/19	1019.0	539.0	480.0

*Budgeted ADA is at 96%

	<u>Actual</u>
Cash balance as of 4/30/19	3,557,736
Annual Expenditures (not including CMO Mgmt Fees)	11,206,316
Number of Months Cash on Hand	3.81

Coversheet

LCAP and Federal Addendum

Section: II. Topical Items
Item: E. LCAP and Federal Addendum
Purpose: Vote
Submitted by:
Related Material: 1. 2019-20 LCAP Memo.pdf
2. 2019-20 LCAP Federal Addendum Memo.pdf



Date: June 18, 2019

To: Board of Directors

From: Ami Ortiz, Director of Business & Finance

Re: Recommendation to Approve 2019-20 Local Control Accountability Plans for Gilroy Prep School, Hollister Prep School and Watsonville Prep School

Recommendation

It is recommended the Board approve 2019-20 Local Control Accountability Plans for Gilroy Prep School, Hollister Prep School and Watsonville Prep School

Background

The Local Control and Accountability Plan (LCAP) documents and communicates local educational agencies' (LEAs) actions and expenditures to support student outcomes and overall performance. The LCAP is a three-year plan which is reviewed and updated annually as required by the California Department of Education. Charter schools complete the LCAP to align with the term of the charter school's budget, typically one year, which is submitted to the school's authorizer. The LCAP and Annual Update Template must be completed by all LEAs each year.

A requirement in developing the 2019-20 LCAP is to address school results as captured in the new California School Dashboard. (<https://www.caschooldashboard.org/>) The site features reports on multiple measures of school success, including test scores, English learner progress, and suspension rates. Using a color-coded system, the Dashboard makes it easier to see areas of strength (blue or green), areas of challenge (red or orange), and areas in between (yellow).

The LCAPs that have been developed for Gilroy Prep School, Hollister Prep School, and Watsonville Prep School include detailed information regarding the schools' performance on the California School Dashboard and goals for the next year. LCAP development was led by me. Kirsten Carr, Director of Community Outreach, led the stakeholder input processes for the LCAPs. Attached are LCAP Summary Budgets and the full LCAP for both Gilroy Prep School, Hollister Prep School, and Watsonville Prep School.

The LCAP goals are below and align to Navigator's five compass points:

1. Create a culture of excellence within the school community to foster a positive school climate, promote a sense of belonging and nurture social, emotional, & academic growth.
2. All students will receive data-driven instruction in Common Core State Standards (CCSS), Next Generation Science Standards (NGSS) and other CA State Standards.
3. Provide weekly coaching and feedback to all staff to support continuous improvement for teaching and student learning.
4. Ensure equitable access to curriculum, programs, and pathways for student success.
5. Use cutting edge instructional technology to encourage student engagement, increase staff effectiveness to improve student learning, and prepare students for the future.

Each of the required state priorities and any related metrics are included in the LCAP under these five goal areas. Please feel free to contact me if you have any questions.

Attachments

1. [Local Control Accountability Plan Budget Summary](#)
2. [Gilroy Prep School Local Control Accountability Plan and Budget Overview for Parents](#)
3. [Hollister Prep School Local Control Accountability Plan and Budget Overview for Parents](#)
4. [Watsonville Prep School Local Control Accountability Plan and Budget Overview for Parents](#)



Date: June 18, 2019

To: Board of Directors

From: Ami Ortiz, Director of Business & Finance

Re: Recommendation to Approve 2019-20 Local Control Accountability Plan (LCAP) Federal Addendums for Gilroy Prep School, Hollister Prep School and Watsonville Prep School

Recommendation

It is recommended the Board approve 2019-20 Local Control Accountability Plan (LCAP) Federal Addendums for Gilroy Prep School, Hollister Prep School and Watsonville Prep School

Background

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible Local Education Agencies (LEA) have the opportunity to meet the LEA Plan provisions of the Every Student Succeeds Act (ESSA). The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

Attachments

1. [Gilroy Prep School LCAP Federal Addendum](#)
2. [Hollister Prep School LCAP Federal Addendum](#)
3. [Watsonville Prep School LCAP Federal Addendum](#)

Coversheet

2019-20 Budget Approval

Section: II. Topical Items
Item: F. 2019-20 Budget Approval
Purpose: Vote
Submitted by:
Related Material: 2019-20 Draft Budget.pdf



2019-20 Proposed Budget Narrative
 June 2019
 Board of Directors Meeting

2019-20 Proposed Budget Narrative

	Net Income (GAAP)	Projected Beginning Fund Balance	Projected Ending Fund Balance
Charter Management Organization (CMO)	21K	123K	144K
Gilroy Prep School (GPS)	189K	1.9M	2.1M
Hollister Prep School (HPS)	220K	1.9M	2.1M
Watsonville Prep School (WPS)	-48K	133K	86K
Total	393K	4.0M	4.5M

- CMO Proposed Budget
 - Donations & Grants total is 495k which includes \$400,000 from Charter School Growth Fund and \$95,000 in general fundraising
 - Management fees are as follows:
 - HPS - 16% - down from 17% in 2018-19
 - GPS - 16%- down from 17% in 2018-19
 - WPS - 14%
 - Salaries include a total of 17.25 Full Time Equivalent (FTE) compared to 15.45 FTEs in 2018-19
 - Adding a “Manager of Auxiliary Engagement” position to support fundraising, partnerships, and strengthening community relations
 - Adding a Benefits and Credentials Technician position
 - Director of Student Services FTE lowered to .10
 - Includes a 3% increase in salaries
 - Includes an additional \$25,000 in potential unforeseen expenses

- GPS Proposed Budget
 - Using the latest Fiscal Crisis & Management Assistance Team (FCMAT) calculator for Local Control Funding Formula (LCFF) revenue
 - Added an additional \$105k for fundraising. \$30,000 for general fundraising and \$75,000 fundraising for Teacher on Special



Assignment (TOSA) to support middle school coaching and curriculum

- GPS will staff a total of 63 FTEs compared to 61.80 FTEs in 2018-19
 - Adding a school site Psychologist at .40 FTE will be added which will eliminate the need to contract out for services
 - Adding a Student Services Coordinator at .40 FTE
 - Adding .40 to Counselor position to bring the position to 1 FTE
 - Adding 1 FTE TOSA to support middle school
 - Eliminating 1 FTE instructional support position

- HPS Proposed Budget
 - Using the latest FCMAT calculator for LCFF revenue
 - Added an additional \$105k for fundraising. \$30,000 for general fundraising and \$75,000 fundraising for Teacher on Special Assignment (TOSA) to support middle school coaching and curriculum
 - Adding a grade level with 60 students
 - HPS will staff a total of 60.55 FTEs compared to 54.10 FTE in 2018-19
 - Adding 2 FTE teachers
 - Adding 1 FTE Small Group Instructor (SGI)
 - Adding 1 FTE Groundskeeper/Janitor
 - Adding a school site Psychologist at .40 FTE will be added which will eliminate the need to contract out for services
 - Adding a Student Services Coordinator at .40 FTE
 - Adding 1 FTE TOSA to support middle school
 - Adding an additional .50 for counseling position to bring the position to 1 FTE
 - Adding a .50 yard duty position

- WPS Proposed Budget
 - Using the latest FCMAT calculator for LCFF revenue
 - \$300k fundraising from Silicon School Fund and \$50k in general fundraising
 - Will open August 2019 with 120 students in grades K-2
 - WPS will staff a total of 22.7 FTEs

Navigator Schools - 2019-20 Draft Budget

	Total 2019-20	Change from	GPS 2019-20	Change from	HPS 2019-20	Change from	WPS 2019-20	Change from	CMO 2019-20	Change from
	<u>Budget</u>	<u>2018-19</u>	<u>Budget</u>	<u>2018-19</u>	<u>Budget</u>	<u>2018-19</u>	<u>Budget</u>	<u>2018-19</u>	<u>Budget</u>	<u>2018-19</u>
<i>Enrollment Projection</i>	1260	240	540	0	540	60	180	0		
REVENUE:										
LCFF Revenue	11,626,213	2,627,481	4,727,826	94,728	5,031,476	665,842	1,866,911	0	0	0
Federal Revenue	772,692	48,858	327,356	21,276	246,894	27,582	198,442	0	0	0
Other State Revenue	978,114	-150,728	427,661	-79,842	405,140	-70,886	145,313	0	0	0
Donations & Grants	1,100,800	85,800	108,300	108,300	107,500	107,500	350,000	0	535,000	-130,000
Other Revenue	191,530	113,245	110,670	110,670	73,517	1,960	6,428	0	915	615
CMO Management Fees	1,871,856	1,529,785							1,871,856	1,529,785
REVENUE	16,541,205	4,254,441	5,701,813	255,132	5,864,527	731,998	2,567,094	0	2,407,771	212,686
EXPENDITURES:										
Salaries	8,783,566	971,004	2,993,603	206,572	2,934,268	570,059	1,208,942	0	1,646,753	194,373
Benefits & Taxes	2,203,796	79,028	749,075	-18,371	717,355	56,323	312,506	0	424,860	41,076
Books & Supplies	1,206,142	-63,963	335,773	-71,589	400,318	22,730	438,455	0	31,596	-15,104
Services & Other Operating Expense	2,040,555	111,236	642,356	66,292	770,042	54,954	344,859	0	283,298	-10,010
CMO Management Fees	1,871,856	31,703	756,452	-31,175	805,036	62,878	310,368	0	0	0
Capital Outlay	30,000	-60,000	15,000	0	15,000	-60,000	0	0	0	0
EXPENDITURES	16,135,915	1,069,008	5,492,259	151,729	5,642,019	706,944	2,615,130	0	2,386,507	210,335
REVENUE LESS EXPENDITURES	405,290	3,185,433	209,554	103,403	222,508	25,054	-48,036	0	21,264	2,351
<u>GAAP Adjustments:</u>										
Revenue Less Expenditures	405,290		209,554		222,508		-48,036		21,264	
Add back Capita Outlay to Net income	40,000		15,000		15,000		0		0	
Subtract Depreciation Expense	-52,000		-35,000		-17,000		0		0	
Net Income - GAAP Basis 2019-20	393,290		189,554		220,508		-48,036		21,264	
Projected Fund Balance at 6/30/19	<u>4,063,987</u>		<u>1,888,397</u>		<u>1,918,905</u>		<u>133,664</u>		<u>123,021</u>	
Projected Fund Balance at 6/30/20	<u>4,457,277</u>		<u>2,077,951</u>		<u>2,139,413</u>		<u>85,628</u>		<u>144,285</u>	

Coversheet

Dissemination and Growth Update

Section: II. Topical Items
Item: H. Dissemination and Growth Update
Purpose: Discuss
Submitted by:
Related Material: 3. Growth Update.pdf
1. April 29 Summary.pdf
2. Dissemination Update.pdf



Date: June 18, 2019

To: Board of Directors

Submitted By: Kirsten Carr, Director of Engagement & Partnerships

Subject: Growth Update **Agenda Item Type:** Informational, Discussion

Objective(s):

- 1) To provide the Board with a current status report on growth opportunities and updated greenlighting metrics to achieve the board approved strategic plan.
- 2) The Board will provide feedback to modify the strategic plan to reflect the areas of largest need and revised timeline.

Overview

As we shared at the April 29 meeting, Navigator has been and will continue to consider and explore key questions to achieve the board-approved impact statement of growing to five schools. The current political climate in California and the concerted effort to open Watsonville Prep in August necessitates staff to revisit the strategies projected to achieve our goals. Below is an update of the information shared at the 4/29 meeting if applicable as well as a couple of scenario based next steps.

1. Status of Greenlighting Plan

- a. The board-approved greenlighting plan included detailed plans to reach the goal of five schools. As shared with the board in previous reports, staff will be recommending modifications to the metrics to reflect the need to intensify our vetting process. Staff, however, is aware of the need to remain vigilant with current schools and their performance. The organizational priorities for 2019/20 ensure this sharpened focus on academics is highlighted as a strategic impact.

2. Timing of Schools 4 and 5

- a. The green lighting process includes a 24-month pathway which will be triggered when the board approves a specific community. As we did not launch the efforts for school four in time for a 2020 start, the 24 months would currently work for a 2021 opening. As discussed at the April 29th board meeting is the importance of maintaining strong relationships and staff is aware of the need to remain vigilant with current schools and their performance. The organizational priorities for 2019/20 ensure this sharpened focus on academics is highlighted as a strategic impact.

3. External Forces Impacting Growth

- a. Current political climate - The package of extremely damaging bills targeting charter schools made it out of the Assembly Education committee last week and will be headed to the assembly floor soon. These bills, if passed, could make growth incredibly difficult without a clear pathway for local authorization. Neither of the charter moratorium bills made to floor for a vote so the cap on charters will not take place this legislative cycle. AB 1505 (which curtails a charter school's ability to appeal a denial, for either an initial approval or renewal) passed the assembly and will go before the state senate when they return from recess. It is currently located in the Senate Education Committee without a scheduled date to be read. At the end of this memo you will find scenarios based on the status of the legislation.

Growth Scenarios:

Scenario A: AB 1505 passes as is and the right to appeal is eliminated for both renewals and new petitions. Authorizing districts can require renewals every two years, and WPS would have to go through PVUSD for its first renewal.

Navigator's top priority immediately becomes ensuring continued solid relationships with our current authorizers in Gilroy and Hollister and establishing a relationship with current and potential board members in Watsonville.

Activities will include:

- Outreach to current board members, local businesses, community members, and in Watsonville, county board members and educational advocates.

- More proactive approach to engagement with authorizing districts, such as annual formal updates to the board and occasional public comment addresses on activities at the sites.
- More targeted opportunities to share best practices with authorizing and local districts.

New growth opportunities will need to be focused on areas where there are boards interested or we have an opportunity to help seat new board members. The runway for authorization will be longer to ensure strong relationships with high certainty of a local approval. The geography will become less important than the interest and ability to be successful.

This scenario also includes more creative opportunities to grow, including but not limited to:

- Adding a high school to one of our communities
- Working with current charter schools in the state which are struggling to explore opportunities for merging

Scenario B: AB 1505 passes with amendments which protect current state authorized charters from being denied at the local level with no recourse to appeal.

While we will still need to stay active with WPS and PVUSD, including many of the items listed above, the immediate threat to Watsonville Prep is less lethal. Our local focus will be to continue to ensure strong relationships with GUSD and HSD with the activities listed above.

Additional growth opportunities remain the same as Scenario A.

Scenario C: AB 1505 is defeated at the Senate level or doesn't make it to a floor vote.

This doesn't mean the threat has been eliminated as we have experienced the power of the teachers' bargaining units as it relates to their perceived threat of public charter schools. Navigator will need to remain dedicated to strengthening relationships with all local districts (as described above) while also focusing on reaching the impact as laid out in our strategic plan.

Growth activities will begin in earnest for districts highlighted in the expanded geographic regions while also still exploring opportunities for relationships with

struggling charters across the state. Staff will also continue to explore growth opportunities as outlined in scenarios A & B.



Date: June 15, 2019

To: Board of Directors

Submitted By: Kevin Sved, CEO

Subject: Growth and Dissemination

Agenda Item Type: Informational, Discussion

Objective(s):

- 1) This report will communicate key staff takeaways from the April 29 Board Meeting. With Board feedback during the June 18 board meeting, we can help ensure shared understanding.

Staff appreciates the Board's thoughtful discussion regarding Navigator's strategic direction during the last meeting. We are inspired by the Board's commitment to growth and dissemination, and are thankful to have Board's collective wisdom in shaping Navigator's strategic direction. Below are the key staff takeaways pertaining to growth and dissemination. We request feedback from the Board to help ensure that we are accurately interpreting the board's direction.

Growth

The key takeaways from the April 29 Board Meeting relating to growth are:

1. The board is committed to growth, but concerned about the current political climate.
2. The board wants staff to formulate strategies based on in-depth analysis of the current political dynamic. This political dynamic includes teacher strikes with anti-charter sentiment, polling showing declining public support of charter schools, anti-charter state legislation, and a Governor and State Superintendent of Public Instruction who are not as supportive of charter schools as predecessors.
3. The board wants staff to develop an action plan that is thoughtful and deliberate, and includes sufficient time to develop relationships with district and county board members, and deeper community support.
4. The board wants dissemination efforts to be used strategically as an entre to growth.

Dissemination

The key takeaways from the April 29 Board Meeting relating to dissemination are:

1. The board supports piloting dissemination efforts as a strategy to expand Navigator's impact by improving public schools to better serve students, particularly schools with high percentages of low-income students.
2. The board approved Navigator partnering with up to three organizations and up to five schools for the two-year pilot dissemination project.
3. The board wants regular updates on Navigator's partnerships and clear indicators to measure progress.

In this section of the board packet, there are updates on both dissemination and growth.



Date: June 11, 2019

To: Board of Directors

Submitted By: Kevin Sved, CEO, James Dent, CAO, Heather Parsons, DCI

Subject: Organizational Priority: Develop and Pilot External Services to Scale Impact

Agenda Item Type: Informational

Objective(s):

- 1) The Board will be briefed on the status of our New Schools Venture Fund grant application
- 2) The Board will review the impact of our current 2018-19 partnerships (Cohort 1)
 - a) Wonderful Prep (Full Support)
 - b) Healdsburg Unified (Light Support)
- 3) The Board will become familiar with our interested partners for the next school year (Cohort 2)
- 4) The board will be briefed on our next steps

New Schools Venture Fund Update

The [New Schools Venture Fund](#) (NSVF), a nonprofit venture philanthropy fund that has invested over \$260 million in innovative schools over the past twenty years, recently offered the nation's top charter school management organizations and districts the opportunity to become model providers for partner organizations. This new and exciting strategy aims to bring best practices from high-performing charter and district organizations to partners across the K-12 educational sector.

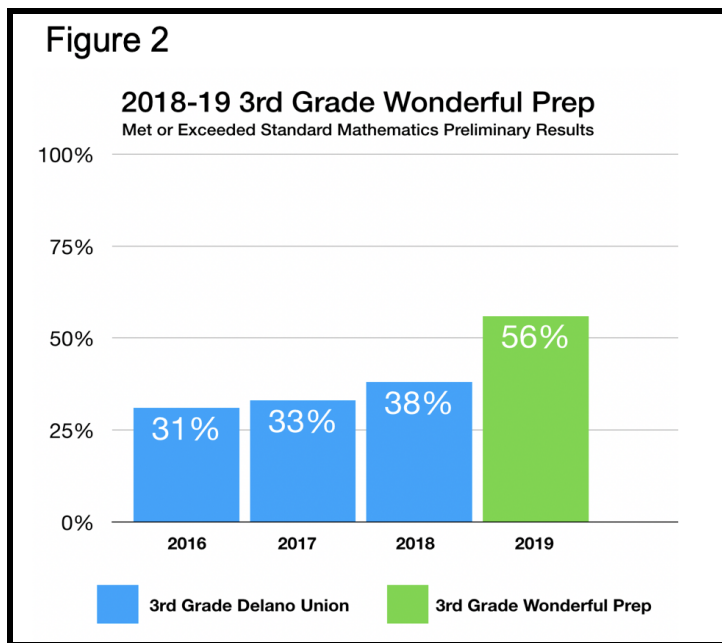
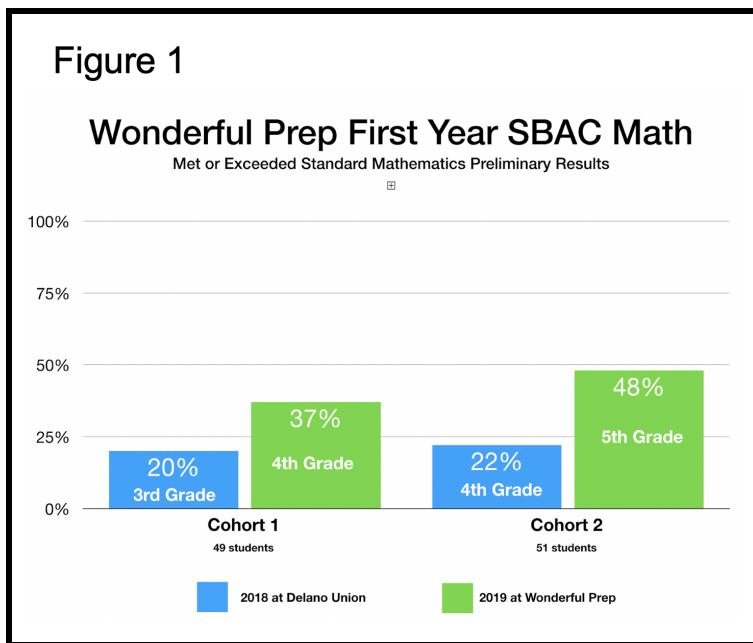
Navigator applied for the Stage 2 Model Provider grant from New Schools Venture Fund a few months back. Just this week we received word that NSVF is moving forward with a recommendation for a 12-month, \$275,000 investment in Navigator to implement the NS model in four schools for the coming school year. NSVF staff indicated that their next steps include completing internal documentation and aligning grant activities. The NSVF response is expected by the end of June. We are all incredibly excited that we are being recommended, and we will proceed with the necessary strategic planning to prepare and be ready to launch when the final news arrives.

Wonderful Prep Update

Navigator began providing external support to Wonderful Prep in July 2018 to implement the core elements of our program, including small group instruction, classroom culture training, data driven instruction, and leadership coaching, with an emphasis on supporting K-5 math. After a full school year of support, quantitative and qualitative data demonstrate the powerful impact that a formal collaboration with Navigator has had on student and teacher outcomes at Wonderful College Prep Academy (WCPA). Teachers and leaders attribute strong improvement in the school's academic program and culture to Navigator's core elements and training.

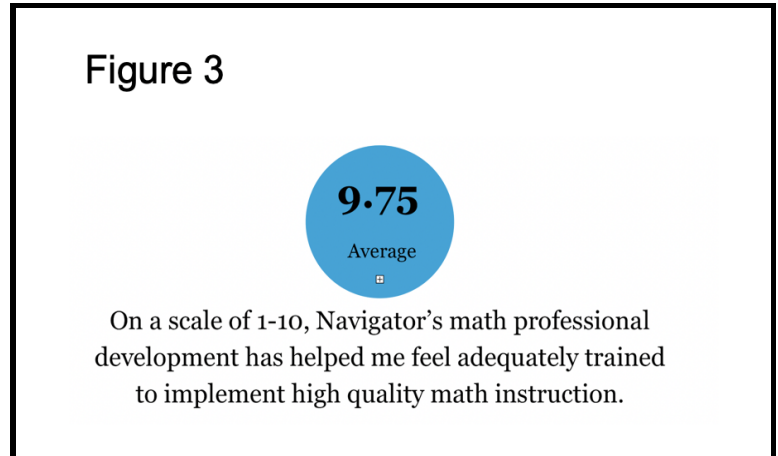
At the beginning of this year, WCPA made a commitment to implement components of the Navigator model, including the addition of small-group instruction and the adoption of school-wide behavior expectations. They applied our rigorous math assessment plan, including formative and summative tests, and they used the same programs we use for our interventions. WCPA implemented the same blended learning software with the same weekly goal structure used in our schools. Navigator spent a total of eight days on site, and the rate of improvement was impressive. Our DCI, Heather Parsons, began providing weekly coaching to the principal when we realized the ideal support model needed to be more frequent and proactive. On Navigator’s most recent visit, it was clear that the model was well on its way to showing exciting results. Classrooms were calm and rigorous, instructional strategies were being implemented across grade levels, and the implementation of Navigator coaching was evident across the school.

The preliminary SBAC reports we were waiting for arrived last week, and they were reaffirming. Figure 1 shows student growth for the same cohort of students when comparing their previous year’s scores at Delano Union to their current outcomes at Wonderful Prep. Their fourth graders exhibited a 17-point gain, and their 5th graders achieved a 26-point gain! Third grade is the first year students take the SBAC, so instead of a growth analysis, we have compared the data from this year’s third grade at Wonderful Prep to Delano Union’s third grade data for the past three years. As indicated in Figure 2, the Wonderful Prep third graders significantly outperformed the district’s averages .



Staff Impact

Navigator has not just focused on improving math instruction and building strong school and classroom culture. We have also actively developed the school leaders at WCPA to become effective instructional coaches, to lead data-driven schools, and to perform effective classroom walkthroughs. To date, Navigator has held over two dozen teacher and leader professional development sessions covering a wide-range of topics from classroom procedures and routines to building effective assessments and increasing instructional rigor. In each case, teacher surveys have shown high satisfaction rates with the quality and value of the trainings as illustrated in Figure 3 which reports data from the network's entire elementary math team.



Learnings

While our focus had been in mathematics, our visit in January helped us understand that there was inconsistency in the small group instruction in ELA classrooms. At our January visit, WCPA leadership used Navigator professional development materials to train ELA teachers in reading fluency in K-2 while 3-5 focused on guided reading and student discussion. At the same time, Navigator worked with the math team and continued the sequence of development planned for the year. It was the first time that WCPA used our training modules and both trainings were well received based on teacher evaluations. WCPA then requested that we begin supporting their reading program in addition to math this school year.

From this pilot we have learned that there needs to be a focus on both early literacy and math; if students are not reading at grade level by the time they enter third grade, their math scores will inevitably plateau.

Next Steps with Wonderful

We wholeheartedly believe that a complete and sustained implementation of our core elements requires a two year commitment. The new Superintendent of Wonderful Schools has just informed us that he will not be extending our partnership into the second year. He has stated that he needs time to take stock of the organization and its needs. The Superintendent has expressed interest in future collaboration.

Healdsburg Update

Since 2016, leaders and teachers from Healdsburg Unified have been frequent visitors to our existing sites. Inspired by Navigator, Healdsburg educators have transformed their classrooms to include small-group instruction, added televisions and iPads in classrooms to support learning, and are using much of our online ELA and math curriculum.

Last spring, Healdsburg requested a one-day, on-site training for all staff in the district. This event was held in August. The feedback from teachers and principals prompted district leadership to request a second day of district-wide professional development in October. They received their preliminary SBAC scores and were pleased to see their scores on an upward trend this year. This “light-touch” collaboration has produced excitement around a full support commitment.

Next Steps with Healdsburg

Navigator and Healdsburg have been working on our formal [Partnership Scope and Commitments for 2019-20](#) which will be presented to their board in a few weeks time. Once approved, we will then draw up an MOU with any revisions that came out of their meeting. Both Healdsburg elementary schools will enter Cohort 2, beginning in August.

Partnership Interest

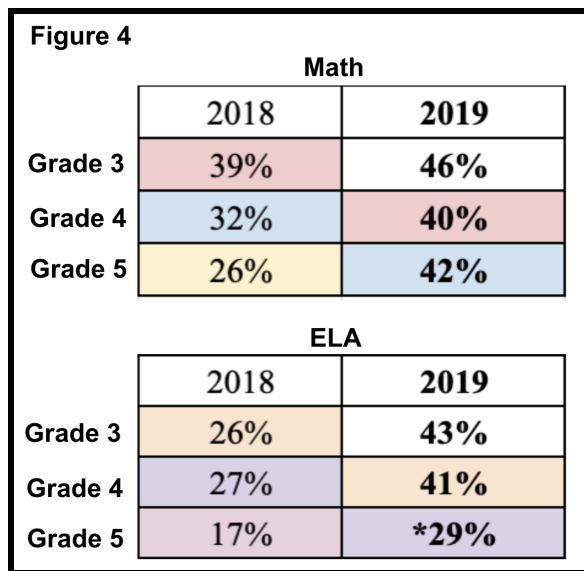
We have agreed to formally model provide for at least four schools, but no more than three organizations. If the Healdsburg Board of Directors approves our partnership, we will have space for two additional partners. There are several schools listed below who have expressed interest in being considered for Cohort 2.

- Promise Academy
- Hayward Collegiate
- Cerra Vista (Hollister School District)
- Oakland Military Academy

Once Navigator receives grant approval, we can then determine which two organizations will be offered support for the 2019-20 school year.

Additional “Light Touch” Collaborations

“Light Touch” collaborations have been fundamental in developing Navigator’s reputation in the greater educational community as a supportive organization. It has always been a part of our culture to provide resources, tours, and advice whenever possible. Through these light-touch collaborations we have built



important relationships with both traditional public schools and public charters. Our objectives with light-touch collaborations continue to be:

- To build bridges between public charter and traditional public schools
- To pilot theories of action in low-risk scenarios
- To provide leaders and teachers with professional development resources through www.navilearning.org,
- To develop relationships early that could grow over time into a larger scale support
- To empower external partners to make changes in their organizations

Next Steps:

1. Finalize our commitment with Healdsburg Unified
2. Continue engagement with our potential partners
3. Continue to build out the model provision assets in preparation for August

Coversheet

Approval of 2019-20 Priorities

Section: II. Topical Items
Item: I. Approval of 2019-20 Priorities
Purpose: Vote
Submitted by:
Related Material: Organizational Priorities.pdf



Date: June 14, 2019
 To: Board of Directors
 From: Kevin Sved, CEO
 Re: Proposed 2019-20 Organizational Priorities

Moving into 2019-20, I aim to learn from the 2018-19 and establishing ten priorities which were too many. While all ten items were important, naming them priorities undermined the true meaning of “priority”. So beginning with a definition of terms is in order.

A priority will take precedence over other important streams of work. Organizational priorities will usually involve the work of teams across departments and school sites. An organizational priority may also involve something new or out of the ordinary. A priority may require human capital and financial resources to be diverted from other important goals.

The top three organizational priorities proposed for 2019-20 are as follows:

- 1) Implement highly effective academic intervention programs to ensure strong results at GPS, HPS, and WPS.
- 2) Establish viable pathways for continued growth in the current political climate, while preserving current charters.
- 3) Deliver effective model provision support to partner schools.

The rationale and related criteria for success of each of these priorities is discussed below.

1) Implement highly effective academic intervention programs to ensure strong results at WPS and existing schools.

Rationale: The strong academic achievement results at Gilroy Prep and Hollister Prep can largely be traced back to the intensive intervention supports students received in the first two years of school launch. Strong early literacy is key to Navigator’s success and will be critical for the effective launch of Watsonville Prep. Strengthening intervention programs at GPS and HPS are also critically important as evidenced by the drop in 2018 SBAC proficiency rates and the increased gap in proficiency as measured by the “distance from standard”. Additionally, intervention programs at GPS and HPS have primarily been focused on students who are not achieving grade level proficiency in English Language with minimal focus on math. In 2019-20, a math intervention program will be solidified.

Criteria for Success

- A) Intervention programs for math, English Language Arts (ELA), and behavior will be implemented according to the timelines established (in development to be shared during August Board meeting)
- B) At least 50% of students in grades 4-8 at performance levels 1 and 2 in English Language Arts (ELA) will move up at least 1 level on the SBAC.
- C) At least 50% of students in grades 4-8 at performance levels 1 and 2 in mathematics will move up at least 1 level on the SBAC.
- D) Measurable growth targets for students (to be developed) will be reached by at least 50% of students receiving intervention services.

2) Establish a viable pathway for continued growth in the changing political climate, while preserving current charters.

Rationale: Continued growth is critical for achieving Navigator’s mission to expand impact and serve more students. The changing political climate requires that Navigator adapt to the environment. Navigator must protect and maintain full enrollment at GPS and HPS while successfully launching and growing WPS.

Criteria for Success

- A. WPS will be instructionally sound and operationally sound by the start of school.
- B. Staff will submit a plan for developing and strengthening relationships in Gilroy, Hollister, and Watsonville to the Board for approval no later than October 2019, with measurable objectives to be delivered during 2019-20 school year
- C. Staff will submit a detailed plan to launch School 4 to the Board for approval during 2019-20. The plan will describe measurable objectives to be achieved over the course of 2019-20. Proposed revisions to the greenlighting process will be shared with the Board in August 2019.
- D. Staff will submit a plan to support long-term facilities for HPS to the Board for approval by June 2020.

3) Deliver effective model provision support to partner schools.

Rationale: Navigator will expand its impact through dissemination. Navigator’s positive impact on traditional public schools is also a key strength of the growth strategy.

Criteria for Success

- A. Deliver quality support as evidenced by stakeholder feedback, classroom observation rubrics, and other measures to be determined.
- B. Improved results at partner schools (MAP, SBAC, other interim assessments and data sources.)
- C. All dissemination efforts are fully funded by philanthropy and partner fees.

Standard Operating Objectives will be Captured in Dashboard Metrics

It is important to note that the organization has other key performance indicators that are not necessarily captured in the priorities. These indicators, aligned to the CA School Dashboard and the Local Control and Accountability Plan (LCAP), are captured in the organizational dashboard. They include:

1. Student Engagement
 - a. Chronic Absenteeism
 - b. Expulsions
 - c. Suspensions
2. Student Achievement
 - a. Annual State Assessments: Smarter Balanced Consortium (SBAC)
 - b. Local Assessments: Measures of Academic Progress (MAP) K-2
3. Student Services
 - a. Multi-tiered Systems of Support (MTSS)
4. Coaching
5. Human Resources
 - a. Staff Retention Rate
6. Business and Finance
 - a. Average Daily Attendance (ADA)
 - b. Average Enrollment
 - c. Cash-on-Hand
 - d. Fundraising goals, spending, and revenues are on track
7. Local Indicators
 - a. Parent, staff, and student surveys