Navigator Schools

Board Meeting

Date and Time

Tuesday August 24, 2021 at 6:00 PM PDT

Location

Zoom

This meeting will take place via teleconference pursuant to Executive Orders N-25-20 and N-29-20.

The Board of Directors and employees of Navigator Schools shall meet via the Zoom meeting platform. Members of the public who wish to access this board meeting may do so online at https://zoom.us/join or via telephone by calling Zoom phone numbers: (669) 900-6833 or (646) 876-9923. The meeting ID is: **960 7529 3918**. The meeting passcode is: **621875**.

Members of the public attending online who wish to comment during the board meeting will use the online “raise hand” tool in Zoom when the chairperson elicits public comments. Members of the public planning to attend by phone are invited to confirm their intent to comment up to one hour prior to the meeting by calling (831) 217-4894.

Individual comments will be limited to three minutes. If an interpreter is needed, comments will be translated into English and the time limit shall be six minutes. At its discretion, the board may limit the total time allotted to public comments and set new time limits for individual comments. The board reserves the right to mute and remove a participant from the meeting if the participant unreasonably disrupts the meeting.

Requests for disability-related modifications or accommodations to participate in this public meeting should be made twenty-four hours prior to the meeting by calling (831) 217-4894. All efforts will be made for reasonable accommodations. The agenda and public documents will be modified upon request as required by Section 202 of the Americans with Disabilities Act.

An archive of board meeting agendas and minutes is maintained 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.	Call the Meeting to Order		John Flaherty	2 m
B.	Record Attendance and Guests		John Flaherty	2 m
	The chairperson will initiate attendance via roll call.			
C.	Public Comments		John Flaherty	1 m
	The board will receive public comments regarding non-agenda items, if any, following expectations and time limits reviewed by the chairperson.			
D.	Approve Minutes from Previous Regular Board Meeting	Approve Minutes	John Flaherty	2 m
	Members will vote on the approval of minutes from the regular board meeting held on July 6, 2021.			
	Approve minutes for Board Meeting on July 6, 2021			
II.	**Topical Items, Part 1**			**6:07 PM**
A.	Start of School Year Update	FYI	Kevin Sved	15 m
	K. Sved will provide an update on the start of the school year, including pictures from school sites, attendance rates, and information relating to on-site and independent study programs.			
III.	**Committees**			**6:22 PM**
A.	Finance Committee Report	FYI	Victor Paredes-Colonia	3 m
	V. Paredes-Colonia will provide a summary of recent committee activities.			
B.	Financial Policies Approval	Vote	Ami Ortiz	5 m
	The board will vote on the approval of financial policies as presented by A. Ortiz.			

		Purpose	Presenter	Time
C.	Board Committee Appointments	Vote	John Flaherty	10 m

The board will vote on the approval of committee appointments for 2021-22.

IV. Topical Items, Part 2 — 6:40 PM

A.	407 Main Street Update, WPS Academic Calendar	Vote	Kevin Sved	10 m

K. Sved will provide an update on the new facilities for Watsonville Prep School (WPS) located at 407 Main Street and the Board will consider authorizing modification of the WPS academic calendar.

B.	General Counsel Agreement	Vote	Kevin Sved	5 m

The board will vote on the approval of a general counsel legal services agreement.

C.	Strategic Plan and Pathways for Growth	Discuss	Kevin Sved	30 m

The board will discuss the Strategic Plan for Navigator Schools and pathways for organizational growth.

D.	Consent Agenda	Vote	John Flaherty	5 m

The board will vote on the approval of a consent agenda that includes: (1.) Transitional Kindergarten Policy, (2.) Revised Long-Term Independent Study Policy.

V. Closed Session — 7:30 PM

A.	Announcement and Vote to Enter Closed Session	Vote	John Flaherty	2 m

The board chairperson will announce the reason for the closed session. The board will vote on approval to enter closed session via roll call.

B.	Closed Session: CEO Evaluation	Discuss		30 m

The board will discuss CEO evaluation in closed session.

C.	Actions Taken During Closed Session	FYI	John Flaherty	2 m

Upon returning to open session, the chairperson will announce actions taken during closed session.

VI. Topical Items, Part 3 — 8:04 PM

A.	Cost of Living Adjustment: CEO Salary	Vote	John Flaherty	5 m

	Purpose	Presenter	Time

The board will consider voting on the approval of a 3% Cost of Living Adjustment (COLA) increase to the salary of the Chief Executive Officer.

VII. Closing Items — 8:09 PM

A.	Adjourn Meeting	Vote	John Flaherty	1 m

Members will vote on adjournment via roll call.

Coversheet

Approve Minutes from Previous Regular Board Meeting

Section: I. Opening Items
Item: D. Approve Minutes from Previous Regular Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on July 6, 2021

APPROVED

Navigator Schools

Minutes

Board Meeting

Date and Time
Tuesday July 6, 2021 at 6:00 PM

Location
Zoom

This meeting will take place via teleconference pursuant to Executive Orders N-25-20 and N-29-20.

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

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Directors Present
Chuck Daggs (remote), Dena Koren (remote), Fiaau Ohmann (remote), Ian Connell (remote), JP Anderson (remote), John Flaherty (remote), Nora Crivello (remote), Shara Hegde (remote), Victor Paredes-Colonia (remote)

Directors Absent
None

Directors who arrived after the meeting opened
JP Anderson

Guests Present
Sean Martin (remote)

I. Opening Items

A. Call the Meeting to Order

John Flaherty called a meeting of the board of directors of Navigator Schools to order on Tuesday Jul 6, 2021 at 6:04 PM.

B. Record Attendance and Guests

C. Public Comments

D. Approve Minutes from Previous Regular Board Meeting

Chuck Daggs made a motion to approve the minutes from NS Board Meeting on 06-14-21.
Victor Paredes-Colonia seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

Ian Connell	Aye
John Flaherty	Aye
Dena Koren	Aye
JP Anderson	Absent
Victor Paredes-Colonia	Aye
Shara Hegde	Aye

Roll Call	
Nora Crivello	Aye
Fiaau Ohmann	Aye
Chuck Daggs	Aye

I. Connell submitted his vote via text message due to technical difficulties related to teleconferencing.

II. Topical Items

A. Declaration of Need for Qualified Educators

JP Anderson arrived at 6:04 PM.
J. Flaherty thanked directors and staff for attending the meeting. K. Sved echoed these thanks and introduced M. Alatorre Alnas. She explained the declaration and answered questions from the board.
Chuck Daggs made a motion to approve the Declaration of Need for Qualified Educators.
Nora Crivello seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call	
JP Anderson	Aye
Fiaau Ohmann	Aye
Victor Paredes-Colonia	Aye
Ian Connell	Absent
Chuck Daggs	Aye
Nora Crivello	Aye
John Flaherty	Aye
Dena Koren	Aye
Shara Hegde	Aye

B. Review of Navigator Schools Strategic Plan

K. Sved reviewed the purpose of the update and highlighted insights related to the plan in light of recent legislative changes and regional contexts. He introduced the concept of school mergers.
J. Flaherty provided a brief history of the strategic plan, highlighting school growth efforts and objectives. He also provided more information regarding a potential merger opportunity. K. Sved suggested a chronology for board review of the issue in August, including opportunities for the board to have in-depth discussions supported by extensive background materials to inform a consideration of pursuing due diligence. Directors discussed optimal locations, formats, subtopics, and related details of the upcoming board meeting on August 24, 2021. Members and staff discussed potential agenda items related to other issues in need of review during the August meeting.

III. Closing Items

A.

Adjourn Meeting

Nora Crivello made a motion to adjourn the meeting.
JP Anderson seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call	
Shara Hegde	Aye
John Flaherty	Aye
Ian Connell	Aye
Nora Crivello	Aye
JP Anderson	Aye
Victor Paredes-Colonia	Aye
Fiaau Ohmann	Aye
Chuck Daggs	Aye
Dena Koren	Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:44 PM.

Respectfully Submitted,
Sean Martin

Documents used during the meeting

- Declaration of Need.pdf
- Completed Declaration of Need Forms.pdf

Coversheet

Finance Committee Report

Section: III. Committees
Item: A. Finance Committee Report
Purpose: FYI
Submitted by:
Related Material: 2021_08_13 Finance Committee Minutes.pdf

DRAFT

Navigator Schools

Minutes

Finance Committee

Date and Time
Friday August 13, 2021 at 1:00 PM

Location
Zoom

This meeting will be held in compliance with modified Brown Act requirements as outlined in Executive Order N-25-20. An archive of board meeting minutes is available for public view at the Navigator Schools, 650 San Benito Street, Suite 230, Hollister CA 95023.

Individuals in need of a disability-related accommodation, modification, or auxiliary aid/service, should direct requests to Sean Martin, Executive Assistant to the CEO. Contact: (831) 217-4894 smartin@navigatorschools.org

Committee Members Present
N. Crivello (remote), V. Paredes-Colonia (remote)

Committee Members Absent
None

Guests Present
A. Ortiz (remote), D. Koren (remote), E. Villagomez (remote), K. Sved (remote), S. Martin (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order
V. Paredes-Colonia called a meeting of the Finance Committee of Navigator Schools to order on Friday Aug 13, 2021 at 1:02 PM.

C. Approve Minutes from Previous Meeting

N. Crivello made a motion to approve the minutes from Finance Committee Meeting on 06-07-21.
V. Paredes-Colonia seconded the motion.
The committee **VOTED** unanimously to approve the motion.

II. Business and Finance

A. Financials as of June 30, 2021

A. Ortiz reviewed financials as of June 30. She explained impacts of various funding related to COVID-19. Committee members asked questions concerning several topics, including staff incentives, summer school, independent study, and COVID-19 supplies, and the layout of a financial chart.

B. 2021-22 Finance Updates

A. Ortiz shared that a revised budget is under preparation for release in October, 2021. D. Koren mentioned that there may be new revenue sources emerging soon to support expanded learning, special education, teacher training, and other programs.

C. Financial Policies

A. Ortiz provided a backstory for the development and function of financial policies in recent years. When she shares drafts for new and updated policies in the future, she would welcome and value feedback from the committee. K. Sved mentioned that related materials will be forthcoming, perhaps to be included in the packet for the next regularly scheduled board meeting on August 24, 2021. The committee discussed subjects related to policy development, including details of contract approval, check authorizers, purchase orders, and the monitoring of policy compliance. Members suggested the possibility of creating a standing agenda item to address the development of policies over time.

D. Facilities Update

K. Sved shared an update on 407 Main Street, Watsonville, including inspections, permits, and move-in dates. He presented pictures of the site.

E. 2021-22 Finance Committee Meeting Schedule

Members chose dates and times for meetings during the 2021-22 fiscal year. The meeting schedule is (all times PM): October 1, 2021 (1:00-2:00); December 3, 2021 (1:00-2:00); January 27th, 2022 (1:30-2:30); April 18, 2022 (2:00-3:00); and June 2, 2022 (1:30-2:30).

III. Closing Items

A. Adjourn Meeting

V. Paredes-Colonia made a motion to adjourn.
N. Crivello seconded the motion.
The committee **VOTED** unanimously to approve the motion.

Roll Call

N. Crivello	Aye
V. Paredes-Colonia	Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 1:56 PM.

Respectfully Submitted,
S. Martin

Documents used during the meeting

- June 30, 2021 Financials.pdf
- Financial Policies 2021.pdf

Coversheet

Financial Policies Approval

Section: III. Committees
Item: B. Financial Policies Approval
Purpose: Vote
Submitted by:
Related Material: NS Financial Policies 2021 FC.pdf



Financial Policies

Navigator Schools
Business Office
August 2021

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Fiscal Policies for Navigator Schools Version: August 24, 2021

It is the intent of these fiscal policies and procedures to implement both the letter and spirit of all applicable state and federal regulations regarding the expenditure of and accounting for public funds. These policies and procedures may need to be modified as the organization develops and regulations change. The Board of Directors ("Board") will approve these financial policies, and revisit them as needed.

I. Purchasing

A. The Chief Executive Officer (CEO) and/or the Director of Business and Finance may sign related contracts within the approved budget.

B. When approving purchases, the Director of Business and Finance must:
   1. Verify if the expenditure is budgeted,
   2. Determine if funds are currently available for expenditures,
   3. Determine if expenditure is allowable under the appropriate revenue source, and
   4. Issue a purchase order number to the vendor.

C. Any individual making an authorized purchase on behalf of the school must provide appropriate documentation of the purchase.

D. Individuals who use personal funds to make unauthorized purchases will not be reimbursed.

E. Authorized purchases will be promptly reimbursed by a bank check or through financial services applications (i.e. Expensify) upon receipt of appropriate documentation of the purchase.

F. Teachers are allotted annually $600 for classroom purchases. Paraprofessionals and Small Group Instructors are allotted $100 annually. Authorized purchases will be promptly reimbursed upon receipt of appropriate documentation of the purchase.

G. Purchases requiring prepayment are allowed with prior written approval of the CEO, Director of Business and Finance, or his/her designee.

II. Petty Cash

A. Navigator Schools will not have a petty cash fund, but the Board may authorize one in the future.

III. Contracts

A. All professional consulting services shall be provided for under a contract.

B. Written contracts clearly defining work to be performed will be maintained for all contract service providers.

1. Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and workers compensation insurance. Navigator Schools may also require the contract service provider list the school as an additional insured.
2. Contract service providers who work on the school sites must complete a W-9 and be fingerprinted and TB tested. The School must receive the contract service provider fingerprint and TB clearance prior to the start of work.

C. Contracts for other goods and services exceeding $50,000 on an annual basis shall be presented to the Board for approval prior to signing. Length of contracts shall be at the discretion of the Board. In general, contracts exceeding $50,000 shall be reviewed after a bidding process of sufficient duration to ensure competition. However, the Board President or CEO may make a finding to the Board for sole sourcing a contract exceeding $50,000. In this case, the Board may approve the contract in arrears at the time of contract execution. The basis for such a finding may include: time/urgency issues, the absence of competitors and/or high service/quality from a particular contractor.

D. Competitive bids will be obtained where required by law and in the best interest of the school. In these instances, the following steps will be taken:

1. Bid tabulations shall be presented to the Board along with recommendation for action
2. Business office will keep and maintain contract file evidencing the competitive bids obtained
3. Potential conflicts of interest will be disclosed upfront and the Board Member and/or employee with the conflict will excuse themselves from the discussion and from voting on the contract.

IV. Accounts Payable

A. All original invoices will be forwarded to the business office for processing.

B. All documentation (purchase order, packing slip) will be attached to the invoice.

C. The invoice will be reviewed by the business office, coded for accounting purposes, and entered into the accounting system for payment.

D. All documentation will be attached to the check and presented to the Director of Business and Finance for signature.

E. Checks (outside of payroll) over $10,000 must be signed by two authorized signers.

F. Check stubs will be attached to the invoice and filed by vendor.

G. Voided checks will be recorded in the accounting system, will have ‘VOID’ written

across them in ink, and will be maintained in a separate file.

H. Navigator prepares checks on a weekly basis.
I. Navigator's terms for payment of invoices is net 30 (thirty calendar days).

V. Bank Checks

A. The Board will approve, in advance, the list of authorized signers on the school account.
B. The Board will authorize the opening and closing of all bank accounts.
C. The business office will be responsible for all blank checks and will keep them in a locked, secure place.
D. Under no circumstances will any individual sign a blank check.

VI. Bank Reconciliation

A. Bank reconciliations will be done monthly by a business office staff member.

VII. Accounts Receivable

A. Receipts of cash and/or checks will be collected by the school office who will account for the funds according to the event, tabulate the total, and prepare the deposit slip.
B. The school office turns the deposit into the business office where the deposit is re-counted to verify the deposit total.
C. Funds are deposited as soon as practical, ideally the same day and in no case later than three working days.
D. All cash is immediately put into a locked, secure place.
E. Checks deposited are copied and attached to the duplicate deposit slip.
F. Documentation will be maintained for all deposits.

VIII. Returned Checks

A. A returned-check processing fee will be charged for checks returned as non-sufficient funds (NSF).
B. In the event a second NSF check is received from any individual, in addition to the processing fee, the individual will lose check-writing privileges. Payment of the NSF check must be made by money order, certified check, or cash.
C. If unsuccessful in collecting funds owed, the school may initiate appropriate collection and/or legal action at the discretion of the Director of Business and Finance, CEO, and/or the Board of Trustees.

IX. Employee Reimbursements

A. Employees will be reimbursed for expenditures within ten days of presenting appropriate documentation.
B. Receipts are required for all expenses to be reimbursed.
C. The employee and supervisor must sign the expense reimbursement.
D. The CEO's expense report will be approved by the Director of Business and Finance or the Board Chair.

X. Governing Board Expenses

A. The individual incurring authorized expenses while carrying out the duties of the organization will complete and sign an expense reimbursement form.
B. The CEO will approve and sign the expense reimbursement form and submit it for payment.

XI. Credit Cards

A. School credit cards shall only be used for school purchases.
B. Authorized cardholders are assigned by the CEO or Director of Business and Finance.
C. Receipts are provided to the business office which will review and reconcile statements.
D. Card holders will specify what the expense is for, so it can be appropriately accounted for in the accounting system.
E. Failure to turn in receipts in a timely manner may revoke the employee's charging privileges.

XII. Other Electronic Payments

A. Other electronic payments (wire, ACH, transfer between bank accounts, etc.) shall not be permitted for payment of any expenses or reimbursements without written consent of the CEO or his/her designee.

XIII. Travel

A. Employees shall abide by the travel and expense reimbursement policy as set forth in the employee handbook.

XIV. Cell Phone

A. Employees shall abide by the cell phone reimbursement policy as set forth in the employee handbook.

XV. Payroll

A. All non-exempt employees will be responsible for completing a timesheet, including vacation, sick, and holiday time (if applicable). The employee and the appropriate supervisor will sign the completed timesheet.
B. The completed timesheet will be submitted on the last working day of the designated payroll period.
C. Overtime only applies to classified non-exempt employees. Any hours worked in excess of an employee's regular work schedule must be pre-approved by the supervisor.
D. Overtime will not be granted on a routine basis and is only reserved for extraordinary or unforeseen circumstances.
E. Hourly and salaried non-exempt employees are paid bi-weekly or twice per month.
F. Certificated, exempt, and administrators are paid by the 25th of the month.

XVI. Financial Reporting

A. In consultation with the CEO, the Director of Business and Finance will prepare the annual financial budget for approval by the Board.
B. The budget shall be adopted by the Board no later than June 30 prior to the start of the new fiscal school year and subsequent to the approval of the Local Control Accountability Plan (LCAP).
C. The annual budget will be amended to reflect changes in revenue and expenditures as needed.
D. The first interim budget revise is due to the authorizing entity by December 15.
E. The second interim budget revise is due to the authorizing entity by March

15.

F. Navigator Schools will hold regular finance committee meetings to review budget revisions and financials.

XVII. Annual Financial Audit

A. An annual audit by an outside firm shall be performed each year on the close of the prior year's books.
B. The annual audit will be performed in advance of the December 15 statutory audit deadline.
C. The audit shall include, but not be limited to:
    1. An audit of the accuracy of the financials statements,
    2. An audit of the attendance accounting and revenue accuracy practices, and
    3. An audit of the internal control practices.
D. If the school receives over $750,000 from federal sources, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars.

XVIII. Loans

A. The CEO and the Board will approve all loans from third parties.
B. Employee loans are not allowed.

XIX. Financial Institutions

A. All funds will be maintained at a FDIC approved financial institution.
B. Physical evidence will be maintained on-site for all financial institution transactions.

XX. Retention of Records

A. Financial records, such as attendance and entitlement records, payroll records, canceled checks, and transactions ledgers will be retained for seven years. At the discretion of the Board, certain documents may be maintained for a longer period of time.
B. Records will be retained on site for a minimum of three years after which they may be stored off-site.
C. Financials records will be shredded at the end of their retention period.

XXI. Charter Management Organization (CMO) Services to School Sites

A. The CMO management fee will be approved by the Board at the same time the annual budget is approved.

XXII. Capitalization and Depreciation

A. Navigator Schools will capitalize and depreciate all assets costing $5,000 or more. All other assets not categorized below are charged to expense in the year incurred.
B. Capitalized assets are recorded at cost and depreciated under the straight line method over the estimated useful life which can range from
    1. Leasehold Improvements: lease term or five years, whichever is shorter
    2. Equipment: three years
    3. Furniture: five years
C. Repairs and maintenance costs which do not extend the useful lives of the

assets are charged to expense. The cost of assets sold or retired and related amounts of accumulated depreciation are eliminated from the asset accounts, and any resulting gain or loss is included in the earnings in the year.

XXIII. Disposal of Surplus Property and Donations

A. Surplus property means property that is no longer in use, is damaged beyond repair, or that Navigator Schools deems has no future value to the school's program.
B. The Board or the CEO shall declare the property surplus and direct staff on the means of disposal of the property such as sale, donation, or destruction and disposal.
C. Should the school wish to sell equipment or other surplus property, the Board or the CEO shall direct staff by giving specific guidance regarding the manner in which such property is to be sold.
D. Once equipment or other property has been declared surplus by the Board or the CEO, requirements for potential donee organizations shall include:
    1. The organization is fully independent of the school, with none of the school's Board members or key personnel involved in the donee organization, and
    2. The organization is a non-profit or governmental entity related to education.
E. Navigator Schools will receive a receipt from the donee organization for the donated property.
F. The donated asset shall be removed from the school's books, and it will be recorded as a donation as required by state and federal audit guidelines.
G. Before property acquired with federal grant funds (costing $3,000 or more) is donated or disposed of, the school shall first notify the federal contract administrator.

XXIV. Insurance

A. The Director of Business and Finance will work with the CEO to ensure appropriate insurance is maintained at all times.
B. The business office will maintain the files of insurance policies, including up-to-date copies of all certificates of insurance, insurance policies, and related claim forms.
C. The CEO, Director of Business and Finance, and the Human Resource Manager will carefully review insurance policies on an annual basis prior to renewal.
D. Insurance coverage will include but not be limited to general liability, worker's compensation, student accident, professional liability, and directors' and officers' coverage.
E. Coverage will be in line with the limits set forth in the school's approved charter petition.

Coversheet

Board Committee Appointments

Section: III. Committees
Item: C. Board Committee Appointments
Purpose: Vote
Submitted by:
Related Material: BR 2021_09 Resolution Committee Appointments v.3.pdf

BOARD RESOLUTION 2021-13

August 24, 2021

BOARD COMMITTEE APPOINTMENTS

A RESOLUTION OF THE BOARD OF DIRECTORS of Navigator Schools regarding the appointment of board members to board committees:

WHEREAS the Navigator Schools Board of Directors Bylaws call for appointment of committee members by a majority vote of the board, and

WHEREAS the Governance Committee discussed and recommended board members for committee membership,

RESOLVED, that the following persons are appointed members of committees as indicated:

Academic Success	Development	Finance
Ian Connell	Dena Koren	Victor Paredes-Colonia
JP Anderson	Fiaau Ohmann	JP Anderson
Shara Hegde	John Flaherty	Dena Koren
Chuck Daggs		
Governance		
John Flaherty		
Nora Crivello		
Ian Connell		

This resolution shall take effect immediately upon its adoption.

This resolution was PASSED AND ADOPTED by the Board of Directors of Navigator Schools at its regular meeting held on August 24, 2021 via teleconference per COVID-19 regulations.

The Secretary of the Corporation certifies the resolution was adopted at the dated meeting of the board of directors.

_____ _____

Signature of Secretary Date

Nora Crivello
Board Secretary
Navigator Schools, a California Nonprofit Public Benefit Corporation

Coversheet

407 Main Street Update, WPS Academic Calendar

Section: IV. Topical Items, Part 2
Item: A. 407 Main Street Update, WPS Academic Calendar
Purpose: Vote
Submitted by:
Related Material: 407 Update Memo.pdf

Navigator Schools

Date: August 21, 2021
To: Board of Directors of Navigator Schools
From: Kevin Sved, CEO
Subject: 407 Main Street Update, WPS Instructional Calendar

The construction project of 407 Main Street is ahead of schedule. The approved schedule in the General Contractor contract called for the project to be approved for move in by October 8 and we now expect we will have approval the week of August 23. During the week of August 16, we received the following approvals:

- City of Watsonville Fire Department
- Elevator inspection passed by California Department of Industrial Relations
- California Department of Education (CDE), which is a requirement for charter schools approved by the State Board of Education

In anticipation of being ahead approximately three weeks ahead of schedule, staff planned for moving Watsonville Prep School (WPS) into the new facility beginning on Friday, September 17, with a professional development day planned for September 20 which would allow teachers to prepare rooms and staff to be operationally ready to operate from the new facility on September 21. Staff coordinated many activities to occur beginning September 17. These include assistance from professional movers; the removal and reinstallation of network switches, TV monitors, and other hardware; and packing and unpacking of supplies and materials. While adjusting the plans for an earlier date would require a significant effort, given the current challenges of operating split sites and the availability of the new facility, staff would like the opportunity to explore the feasibility of moving prior to September 17. At this time, a possible viable alternative date is not yet determined. Therefore, having this opportunity requires the Board to authorize flexibility regarding the WPS academic calendar. The September 20 professional development day is documented in the board approved 2021-22 academic calendar which is attached.

It is recommended that the Navigator Schools Board of Directors approve a motion to delegate authority to the CEO to modify the Watsonville Prep instructional calendar to accommodate the move into 407 Main Street provided that 180 instructional days are maintained and calendar changes do not exceed two days.

Navigator Schools 2021-2022 Academic Calendar

July 2021

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

5	Independence Day Observed

August 2021

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

17	First Day of School
17-20	Minimum Days

11

September 2021

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

3	Minimum Day
6	No School, Labor Day
20	No School, Staff Development Day

20

October 2021

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

22	End of Unit 1
25-29	Parent Teacher Conferences

21

November 2021

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

1-4	Parent Teacher Conferences
5	No School, Staff Development Day
7	Daylight saving Time Ends
11	No School, Veterans Day
19	Minimum Day
22-26	No School, Thanksgiving Break

15

December 2021

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

17	Minimum Day
20-31	No School, Winter Break

13

January 2022

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

3-4	No School, Winter Break
7	End of Unit 2
14	Minimum Day
17	No School, Martin Luther King Jr.

18

February 2022

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

18	Minimum Day
21-25	No School, February Break

15

March 2022

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

13	Daylight Savings Time
18	End of Unit 3
21	No School, Staff Development Day

22

April 2022

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

1	Minimum Day
4-8	No School, Spring Break

16

May 2022

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

27	Minimum Day
30	No School, Memorial Day

21

June 2022

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

10	End of Unit 4
10	Last Day of School
8-10	Minimum Day

8

5	Minimum Day Wednesdays (K-8)
	Minimum Day (K-8)
	No School for Students, Staff Development Day
	No School for Students, Holiday

SCHOOL DAYS

180

Board Approved 6/14/2021

Navigator Schools
Charting a new course in education

Coversheet

General Counsel Agreement

Section: IV. Topical Items, Part 2
Item: B. General Counsel Agreement
Purpose: Vote
Submitted by:
Related Material: General Counsel Memo and Docs.pdf

Navigator Schools

Date: August 18, 2021
To: Board of Directors of Navigator Schools
From: Kevin Sved, CEO
Subject: Legal Services Agreement

Navigator Schools has utilized the legal services of Tomislav “Tom” Peraic since February 2017 in a variety of capacities. Tom has proven his ability to provide sound legal guidance in a variety of fields, including human resources, facilities, contracts, student services and more. Frequently, Tom has been able to provide sound legal advice in a more cost effective manner than when utilizing larger firms. Tom has often been referred to as Navigator’s General Counsel while in actuality there has not been an agreement in place for him to serve as General Counsel. Contracting Tom to serve as General Counsel will help Navigator streamline legal services and more effectively mitigate risk. The attached summary paper provides more information about Tom’s background and describes the benefits of the general counsel function.

It is recommended that the Navigator Schools Board of Directors authorize the CEO to execute the new legal services agreement with Tomislav “Tom” Peraic beginning September 1, 2021.

Attachments as referenced.

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is made effective on September 1, 2021 and is entered into by and between NAVIGATOR SCHOOLS, a California non-profit public benefit corporation ("Client") and TOMISLAV PERAIC, ESQ. ("Attorney") as set forth below.

1. CONDITIONS

This Agreement will not take effect, and Attorney will have no obligation to provide legal services pursuant to these terms until: (a) Client returns a signed copy of this Agreement; (b) Client pays the initial deposit called for under Paragraph 4; and (c) Attorney acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client.

2. SERVICES AND ATTORNEY'S DUTIES

Client hires Attorney to provide legal services in the following matter: General Counsel services, including but not limited to general non-litigation matters as requested by Client from time to time and as accepted by Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. This Agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. A separate written agreement for these services or services in any other matter not described above will be required.

3. CLIENT'S DUTIES

Client agrees to be truthful with Attorney, to not withhold information, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time, and to assist Attorney by timely providing necessary information and documents when requested.

4. DEPOSIT

Attorney does not require a deposit for these services and Client agrees to pay Attorney an initial deposit of $0 (zero).

5. LEGAL FEES AND BILLING PRACTICES

Client agrees to pay Attorney at the flat rate of $4500.00 per month. Attorney agrees to provide approximately 20 hours of services per month. Monthly surplus or deficit hours are carried forward to the following month. The time charged will include, but is not limited to, time on telephone calls, e-mails, other electronic communications, and travel. Time is billed in minimum increments of one-quarter (0.25) of an hour.

6. COSTS AND OTHER CHARGES

Attorney may incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to fees. External costs and expenses, including but not limited to postage, will be charged at Attorney's cost. Internal costs and expenses will be charged at the following rates: (1)

Mileage – IRS Standard Mileage Rate; (2) in-house copies – $0.25 cents per page; (3) fax – $1.00 per page; and (4) computerized legal research at cost. Attorney will obtain Client's consent before incurring any costs in excess of $100.00.

7. BILLS

Attorney will send Client periodic bills for fees and costs incurred. Each bill will be payable within thirty (30) days of its mailing date. Client may request a bill at intervals of no less than thirty (30) days. If Client so requests, Attorney will provide one within ten (10) days. Bills for the fee portion of the bill will include the amount, rate, basis for calculation, or other method of determination of the Attorney's fees. Bills for the cost and expense portion of the bill will clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all bills rendered by Attorney and to promptly communicate any objections, questions, or concerns about their contents.

8. CLIENT APPROVAL NECESSARY FOR SETTLEMENT

Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

9. DISCHARGE AND WITHDRAWAL

Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay Attorney at the agreed rates for all services provided and to reimburse Attorney for all costs advanced.

10. CONCLUSION OF SERVICES

When Attorney's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately. Client may have access to Client's case file at any reasonable time. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent Attorney has not otherwise delivered it or disposed of it consistent with Client's directions, Attorney will retain the case file for a period of five (5) years, after which Attorney is authorized by this agreement to have the case file destroyed.

11. DISCLAIMER OF GUARANTEE

Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are

expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees.

12. ARBITRATION

Any dispute between Client and Attorney regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes regarding attorney fees and/or costs charged under this Agreement (except as provided below) shall be submitted to JAMS binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall appoint one person to hear and determine the dispute. If the parties cannot agree on the selection of an arbitrator, a party may petition the Superior Court of California and the procedures set forth in Code of Civil Procedure Section 1281.6 for Appointment of Arbitrators shall apply. The court will choose an impartial arbitrator and the court's decision shall be final and conclusive on all parties. Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. Each party shall bear its own costs, expenses, attorney's fees and an equal share of the arbitrators' and administrative fees. The venue for the arbitration and any post-award proceeding to confirm, correct or vacate the award shall be in the City and County of Sacramento, State of California. Client and Attorney confirm that they have read and understand this paragraph and voluntarily agree to binding arbitration. In doing so, Client and Attorney voluntarily give up important Constitutional rights to trial by judge or jury, as well as rights to appeal. Client may consult with an independent lawyer of Client's choice to review these provisions (and entire agreement) prior to signing this Agreement. Notwithstanding the above, the parties acknowledge that in any dispute over attorney's fees, costs or both subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to procedures as set forth in California Business and Professions Code Sections 6200-6206 (the Mandatory Fee Arbitration Act). If, after receiving a Notice of Client's Right to Fee Arbitration, Client does not elect to proceed under the Mandatory Fee Arbitration Act procedures by failing to file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous paragraph. Arbitration pursuant to the Mandatory Fee Arbitration Act is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. The Mandatory Fee Arbitration Act procedures permit a court trial after non-binding arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration, if either party rejects the award within 30 days after the award is mailed to the parties.

_____ (Initial by Client) _____ (Initial by Attorney)

13. NO TAX ADVICE

Attorney has not been retained to provide Client with any tax advice. Any document prepared by Attorney may have specific tax ramifications. Client should consult with tax advisors regarding these matters.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. All prior agreements are void and merged herein. To this end, Client and Attorney are currently parties to a Legal Services Agreement dated February 24, 2017. This Agreement intends to amend and modify such agreement and therefore is subject to California Rule of Professional Conduct 1.8.1, which states in pertinent part: "A lawyer shall not enter into a business transaction with a client…unless each of the following requirements has been satisfied: (a) the transaction…and its terms are fair and reasonable to the client and the terms and the lawyer's role…are fully disclosed and transmitted in writing to the client in a manner that should reasonably have been understood by the client; (b) the client either is represented…by an independent lawyer of the client's choice or the client is advised in writing to seek the advice of an independent lawyer of the client's choice and is given a reasonable opportunity to seek that advice; and (c) the client thereafter provides informed written consent…to the lawyer's role in it." Client is hereby advised to seek the advice of an independent lawyer of Client's choice and agrees that it is being given a reasonable opportunity to seek that advice. Client's execution of this Agreement shall be deemed both entry into this Agreement and its informed written consent to Attorney's role.

15. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

16. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

17. CONSENT TO USE OF E-MAIL AND CLOUD SERVICES

In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. By entering into this Agreement, Client understands and consents to having communications, documents and information pertinent to the Client's matter stored through such a cloud-based service.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. SIGNATORIES WARRANT AND REPRESENT THAT THEY HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF ANY ASSOCIATED REPRESENTED ENTITY. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT FOR ITS FILES AND RECORDS.

DATED: _____ NAVIGATOR SCHOOLS

_____
By: KEVIN SVED, Executive Director

DATED: _____ "ATTORNEY"

_____
By: TOMISLAV PERAIC, ESQ.

GENERAL COUNSEL - SUMMARY PAPER

1. Attorney in California for 30+ years. Background in legal malpractice defense and ethics litigation with 15+ years in California charter schools. General Counsel services performed for Aspire Public Schools, Magnolia Public Schools, Learning Matters Educational Group, OFL/OFY, and College Track. Graduate UC/Berkeley and Hastings.

2. Provide In-House legal services for day-to-day legal matters in a cost-effective manner. Competence in employment issues including mitigation of wrongful termination exposure, real estate matters, charter/MOU issues including authorizer relations, contract negotiation to ensure favorable terms which in turn lead to a reduction in number of claims, corporate issues including management of non-profit status and maintenance of bylaws and other corporate formalities, insurance issues including management of outside claims, and other issues as may arise including but not limited to responding to Public Records Act requests, addressing court and document subpoenas including assertions of privilege, and other matters of first impression.

3. Monitor outside counsel
    a. Quality control: Oversee outside counsel to ensure effective representation; and
    b. Invoice control: Review invoices to ensure work performed within cost-controls.

4. Management/"Consiglieri" Functions: Provide quality "thought partner" services for purposes of leadership's decision-making processes. Such communications are provided in a privileged and confidential setting (see number 5 below.)

5. Attorney-Client Privilege: Provide leadership with privileged and confidential communications, both written and oral, which serves to limit exposure to disclosures in response to authorizer, governmental, and/or litigation demands.

6. Risk Management: Oversee insurance and risk management functions, including reduction in number of claims by resolving issues prior to becoming formal claims.

7. Board Functions: Provide guidance to board as requested. Act as counsel in closed session so that discussions can be had in a privileged and confidential manner.

Coversheet

Consent Agenda

Section: IV. Topical Items, Part 2
Item: D. Consent Agenda
Purpose: Vote
Submitted by:
Related Material: NS TK Memo and Policy 2021.pdf
NS Long-Term IS Revision Memo and Policy.pdf

Navigator Schools

Date: August 18, 2021
To: Board of Directors of Navigator Schools
From: Sharon Waller, Director of Student Services
Subject: Policy for Expanded Transitional Kindergarten Admittance

As Watsonville Prep School launches its first Transitional Kindergarten program, it is important to set clear guidelines for admittance into the lottery for students whose birthdays fall into the Expanded Transitional Kindergarten (ETK) parameters. The attached draft board policy provides criteria for admission, based on a child's ability to independently perform self-care.

It is recommended that the Navigator Schools Board of Directors approve the Expanded Transitional Kindergarten Admittance Policy included in the Consent Agenda for the August 24th board meeting.

Policy for Expanded TK Admittance at Navigator Schools

With the addition of an Expanded Transitional Kindergarten program at Watsonville Prep School and in regards to Education Code 48000(c)(3)(B), the Navigator School Board adopts the following policy for making a determination that admittance into Expanded Transitional Kindergarten (ETK) is in the best interest of a child who reaches four years of age after December 2nd.

The overall Navigator TK program is designed to be developmentally appropriate and evolve its structure and schedule across the year. Therefore, it is the default opinion of the Navigator Board that entry into this program will be in the best interest of almost all students who reach four years of age after December 2nd. However, there may still be some younger children for whom a full day program is not appropriate. In making this determination, the following questions should be considered:

1. Can the younger child independently perform self-care?
2. Can the younger child sustain presence and participation across the full school day?
3. Is the younger child able to appropriately detach from the home caregivers for a full day?
4. Does the younger child have sufficient receptive and expressive abilities (in any language) to benefit from the TK program?

Parents are the foremost experts on their children and their perspective carries significant weight. With the rarest exception, the decision to not enroll a child in Navigator ETK should rest with the family. Therefore, all ETK families will receive information about the opportunities and demands of the Navigator Transitional Kindergarten program repeatedly throughout the application and enrollment process. This will include:

1. A paper notification of opportunities and demands alongside school recruiting materials,
2. A verbal notification and brief discussion of the opportunities and demands with all Expanded TK families at the time of acceptance,
3. A paper notification of opportunities and demands shortly before the start of school, and
4. A verbal notification and brief discussion of the opportunities and demands, as needed, at an orientation shortly before the start of school.

In the event of an irreconcilable disagreement between the school team and the family about the readiness of a young child to participate in Navigator ETK, a case-by-case and final determination will be made by a committee of Navigator leadership including the Director of Student Services, the site principal, and a member of the Educational Leadership Team.

No part of this policy will be allowed to conflict with Navigator's obligations as an LEA to identify and support students with special needs as articulated in the Individual with Disabilities Education Act, specifically Part B, Subpart B, 300.111, "Child Find." Any child whose lack of readiness for ETK is determined to be resulting or potentially resulting from an identified or likely disability should maintain their enrollment with Navigator and begin the student success team process immediately.

Navigator Schools

Date: August 24, 2021
To: Board of Directors of Navigator Schools
From: Sharon Waller, Director of Student Services
Subject: Approval of Additions to the Long-Term Independent Study Policy

During its special meeting on Monday, August 2, 2021, the Board of Directors of Navigator Schools unanimously approved a new Policy for Long-Term Independent Study. Since that time, the California Department of Education, in various formats and venues, has released additional details and clarifications concerning Independent Study. Based on this information, the policy for Navigator Schools has been updated to include six significant additions to the text.

The six additions (listed in their entirety in Table 1, next page) do not alter the intent, scope, or scale of the Independent Study program as presented in the original version of the policy; rather, these additions add precision to key definitions, procedures, and responsibilities related to the program. This precision will support effective communication between all parties involved, ultimately promoting shared understanding and efficient implementation of the program.

It is recommended that the Navigator Schools Board of Directors approve the updated version of the policy, thereby replacing the original policy (approved on August 2, 2021) with the new version included in the NS Board meeting packet for August 24, 2021.

Note

After the initial public posting of this memo as part of the agenda for the board meeting, it was expanded to include a new set of modifications based on updated information provided by the state. These new modifications are listed in Table 2 (page 4). The additions cataloged in Table 1 are highlighted in yellow in the policy. The most recent modifications listed in Table 2 are highlighted in green in the policy.

Table 1. Six Recommended Additions to the NS Policy for Long-Term Independent Study

	Page	Section	Added Text	Purpose
1.	1	1	Independent Study for each student shall be under the general supervision of a Navigator employee who possesses a valid certification document pursuant to Education Code 44865. Students' Independent Study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation (Education Code 51747.5).	Specifies that IS supervisor is certificated; highlights coordination, evaluation, and documentation responsibilities
2.	3	6	The principal or designee shall ensure that a written master agreement (NS Long-Term IS Contract) exists for each participating student as prescribed by law (Education Code 51747, 51749.5). The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through Independent Study.	Adds "or designee" option; clearly introduces necessity of written agreement; specifies parent/guardian signature is confirmation of agreement
3.	4	6	the school principal or designee	The list of required signatures on the IS contract must include that of the principal or designee.
4.	5	9	The principal or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to (Education Code 51748; 5 CCR 11703): 1. A copy of the NS Board policy, administrative regulation, and other procedures related to Independent Study; 2. A listing of the students, by grade level, program, and school, who have participated in Independent Study, along with total days attendance credit per student based on supervising teacher evaluations; 3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher;	This new section, Records for Auditing Purposes, defines program documentation per audit requirements.

			4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons; 5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5); and 6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the Independent Study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5).	
5.	5	9	The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which Independent Study is provided. A student who does not participate in Independent Study on a school day shall be documented as non-participatory for that school day (Education Code 51747.5).	Defines non-participation
6.	5	10	The Chief Executive Officer or designee shall annually report to the Board of Directors of Navigator Schools the number of students participating in Independent Study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of Independent Study students who successfully complete Independent Study.	This new section, Program Evaluation, specifies program data to be reported to the NS Board.

Table 2. Second Set of Modifications to NS Policy for Long-Term Independent Study: August 24, 2021

	Page	Section	Modification/Addition	Purpose
1.	Multiple		Replace “16 days” with “15 days” (IS refers to an absence of 15 days or more)	Correction based on state terminology
2.	1	1	~~In addition to the number of missed assignments permitted by BP 6158 or AR 6158~~	Redundant
3.	1	1	1. The minimum cumulative student attendance rate for satisfactory progress is 95%.	Added for specificity
4.	2	1	1. The number of allowable missed assignments before an academic evaluation is triggered is ten. 2. The maximum length of time, for all grade levels, that may elapse between the time an Independent Study assignment is made and the date by which the pupil must complete the assigned work are as follows (from date assigned, inclusive): i. For traditional assignments, five school days ii. For blended (online application) assignments, day assigned iii. For assessments, day assigned	Added per state requirements
5.	2	1	i. Cumulative achievement on standards-based assignments and assessments meets or exceeds 80%.	Added for specificity
6.	2	1	1. Cumulative completion rate of assignments and assessments meets or exceeds 80%.	Added for specificity
7.	6	9	Replace “the district” with “Navigator Schools”	Correction

Policy for Long-Term Independent Study (2021-22) Version: August 24, 2021 v2 Approved: _____

The policy for long-term Independent Study (IS) at Navigator Schools (NS) meets all of the requirements set forth in state legislation adopted in 2021 to ensure the provision of high-quality curriculum and instruction for all students amid the unique and challenging conditions of the COVID-19 pandemic. Specific to this policy, long-term IS refers to an absence of 15 days or more. The policy provides a framework for a set of procedures, expectations, and written agreements, all of which unite to ensure an essential, ultimate outcome: effective and equitable education for every Navigator Schools student regardless of circumstances.

With the enactment of Assembly Bill No. 130 (Ch. 44, Stats. 2021, hereafter "AB 130"), for the 2021–22 school year only, school districts and county offices of education (COE) are required to offer IS as an educational option (Education Code [EC] Section 51745) to students whose health would be put at risk by in-person instruction, as determined by the parent or guardian. Although the requirement to provide long-term IS does not apply to charter schools, NS has developed this policy as a measure of preparation should it ever determine that voluntary, long-term IS is an appropriate option for students.

This policy is intended to implement the additional requirements of AB 130. To the extent that there is any conflict between this Regulation and AR No. 6158, the provisions of this policy shall govern.

1. Monitoring Student Progress

Independent Study for each student shall be under the general supervision of a Navigator employee who possesses a valid certification document pursuant to Education Code 44865. Students' Independent Study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation (Education Code 51747.5).

~~In addition to the number of missed assignments permitted by BP 6158 or AR 6158~~ Before an evaluation is conducted to determine whether it is in the best interests of a pupil to remain in Independent Study, or whether the pupil should return to the regular school program, the pupil's level of satisfactory progress shall be considered. Satisfactory educational progress shall be determined based on all of the following indicators:

A. The pupil's achievement and engagement in the Independent Study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement, including but not limited to the student's attendance and absenteeism;
    1. The minimum cumulative student attendance rate for satisfactory progress is 95%.

B. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments;
    1. The number of allowable missed assignments before an academic evaluation is triggered is ten.
    2. The maximum length of time, for all grade levels, that may elapse between the time an Independent Study assignment is made and the date by which the pupil must complete the assigned work are as follows (from date assigned, inclusive):
        i. For traditional assignments, five school days
        ii. For blended (online application) assignments, day assigned
        iii. For assessments, day assigned
    3. Learning required concepts, as determined by the supervising teacher
        i. Cumulative achievement on standards-based assignments and assessments meets or exceeds 80%.
C. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.
    1. Cumulative completion rate of assignments and assessments meets or exceeds 80%.

2. Content Standards

The provision of content aligned to grade level standards that is provided to pupils in the Independent Study program shall be at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

3. Re-engagement Strategies

NS will employ measures to re-engage pupils who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement pursuant to Education Code section 51747(g), BP/AR 6158 and this policy. Procedures for tiered reengagement strategies shall include all of the following:

A. Verification of the pupil's current contact information;
B. Notification to parents or guardians of lack of participation within one school day of the absence or lack of participation;
C. A plan for outreach to determine pupil needs, including connection with health and social services as necessary.
D. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement and reconsider the Independent Study program's impact on the pupil's achievement and well-being, consistent with the provisions of BP/AR 6158 and this policy regarding missed assignments and satisfactory educational progress.

"Pupil-parent-educator conference" means a meeting involving, at a minimum, all parties who signed the pupil's written Independent Study agreement pursuant to subdivision (g) of Section 51747 or the written learning agreement pursuant to subdivision (b) of Section 51749.6.

This section shall not apply to pupils that participate in an Independent Study program for fewer than 15 school-days in a school year.

4. Instructional Delivery Methods

Instruction shall be provided to all pupils in the Independent Study program in accordance with the pupil's written agreement, and shall include the following:

A. For pupils in transitional kindergarten, kindergarten, and Grades 1 to 3, inclusive, daily synchronous instruction shall be provided for all pupils throughout the school year.
B. Pupils in Grades 4 to 8, inclusive, will be provided opportunities for both daily live interaction and at least weekly synchronous instruction for all pupils throughout the school year.

"Live interaction" means interaction between the pupil and NS classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.

"Synchronous instruction" means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Education Code Section 51747.5.

This section shall not apply to pupils that participate in an Independent Study program for fewer than 15 school-days in a school year.

5. Returning to In-Person Instruction

Pupils whose families wish to return to in-person instruction from Independent Study must notify the designated contact person, as set forth in the pupil's written agreement. Upon notice from the pupil's family that a return to in-person instruction is desired, the Independent Study administrator shall provide for the pupil's return to the school of the pupil's previous in-person attendance, or such other school as is appropriate for the pupil's grade level and place of residence, no later than five instructional days after the request is received.

This section shall not apply to pupils that participate in an Independent Study program for fewer than 15 school-days in a school year.

6. Master Agreement

The principal or designee shall ensure that a written master agreement (NS Long-Term IS Contract) exists for each participating student as prescribed by law (Education Code 51747, 51749.5). The parent/guardian's signature on the agreement shall constitute permission for the student to receive

instruction through Independent Study. Each pupil's written agreement for Independent Study shall include, in addition to those provisions required by BP/AR 6158, the following:

A. The manner, time, frequency, and place for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding the pupil's academic progress;
B. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work;
C. A statement of the level of satisfactory educational progress allowed before an evaluation of whether or not the pupil should be allowed to continue in Independent Study;
D. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health support; and
E. A provision for electronic signatures if a LEA chooses to make use of electronic signatures for written agreements.

Signed written agreements, supplemental agreements, assignment records, work samples, and attendance records assessing time value of work or evidence that an instructional activity occurred may be maintained as an electronic file. An electronic file includes a computer or electronic stored image of an original document, including, but not limited to, portable document format, JPEG, or other digital image file type, that may be sent via fax machine, email, or other electronic means. Either an original document or an electronic file of the original document is allowable for auditing purposes.

Written agreements may be signed using an electronic signature that complies with state and federal standards that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

For the 2021–22 school year only, NS shall obtain a signed written agreement for Independent Study from the pupil; the pupil's parent, legal guardian, or caretaker, the certificated employee who has been designated as having responsibility for the general supervision of Independent Study, the school principal or designee, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

7. Independent Study Enrollment and Notice

For the 2021–22 school year only, NS shall notify the parents and guardians of all enrolled pupils of their options to enroll their child in in-person instruction or Independent Study during the 2021–22 school year. This notice shall include written information on the NS internet website, including, but not limited to, the right to request a pupil-parent-educator conference meeting before enrollment pursuant to this section, pupil rights regarding procedures for enrolling, disenrolling, and re-enrolling in Independent Study, and the synchronous and asynchronous instructional time that a pupil will have access to as part of Independent Study.

If 15 percent or more of the pupils enrolled at a school site speak a single primary language other than English, as determined from the census data submitted to the department pursuant to Section 52164 in the preceding year, the written information shall, in addition to being written in English, be written in the primary language.

Upon the request of the parent or guardian of a pupil, and before signing a written agreement with the pupil's parent or guardian, NS shall conduct a phone, videoconference, or in-person pupil-parent-educator conference or other school meeting during which the pupil, parent or guardian, and, if requested by the pupil or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the pupil in Independent Study, before making the decision about enrollment or disenrollment in the various options for learning.

9. Records for Auditing Purposes

The principal or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to (Education Code 51748; 5 CCR 11703):

1. A copy of the Board policy, administrative regulation, and other procedures related to Independent Study;
2. A listing of the students, by grade level, program, and school, who have participated in Independent Study, along with total days attendance credit per student based on supervising teacher evaluations;
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher;
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons;
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5); and
6. Appropriate documentation of compliance with the requirements pursuant to Education Code

51747.5 to ensure the coordination, evaluation, and supervision of the Independent Study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5).

Navigator Schools shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which Independent Study is provided. A student who does not participate in Independent Study on a school day shall be documented as non-participatory for that school day (Education Code 51747.5).

10. Program Evaluation

The Chief Executive Officer or designee shall annually report to the Board of Directors of Navigator Schools the number of students participating in Independent Study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of Independent Study students who successfully complete Independent Study.

Legal references include:

- EDUCATION CODE 51745 – 51749 Independent Study Programs
- Assembly Bill No. 130 (Ch. 44, Stats. 2021)

Coversheet

Cost of Living Adjustment: CEO Salary

Section: VI. Topical Items, Part 3
Item: A. Cost of Living Adjustment: CEO Salary
Purpose: Vote
Submitted by:
Related Material: CEO COLA Memo.pdf

Navigator Schools

Date: August 18, 2021
To: Board of Directors of Navigator Schools
From: Melissa Alatorre Alnas, Director of Schools and HR
Subject: Cost of Living Adjustment (COLA) for CEO

The Board of Directors approved a cost of living adjustment (COLA) for all employees in the form of a 3% salary increase for both the 2020-21 and the 2021-22 school years. The budgets approved by the Board of Directors included the 3% increase for all employees. It is recommended that the Board, by formal motion, authorize a 3% COLA increase for the CEO for both 2020-21 and 2021-22.

It should be noted that in prior years an adjustment to the CEO's salary included an independent entity conducting a "comparability review." Per California Government Code cited below, this is not required when a modification of compensation extends to substantially all employees.

California Government Code Section 12586(g) states that the board of directors of a nonprofit corporation, or an authorized committee of the board, shall review and approve the compensation, including benefits, of the chief executive officer to assure that it is just and reasonable. It further states: "This review and approval shall occur initially upon the hiring of the officer, whenever the term of employment, if any, of the officer is renewed or extended, and whenever the officer's compensation is modified. Separate review and approval shall not be required if a modification of compensation extends to substantially all employees."