



Navigator Schools

Board Meeting

Date and Time

Tuesday August 29, 2023 at 6:00 PM PDT

Location

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

This meeting will be held in compliance with the Brown Act.

Members of the public who wish to access this board meeting online may do so via Zoom at <https://zoom.us/join> or via telephone by calling [\(669\) 900-6833](tel:6699006833) or [\(669\) 444-9171](tel:6694449171).

Zoom Meeting ID: 978 1718 9580

Zoom Passcode: 906814

Teleconference Locations / Ubicaciones de Teleconferencias

1. Hayward Collegiate Charter School, 166 West Harder Road, Hayward, CA 94544
2. Hollister Prep School, 881 Line Street, Hollister CA 95020
3. Watsonville Prep School, 407 Main Street, Watsonville, CA 95076
4. 3600 North Lake Boulevard, Unit 114, Tahoe City, CA 96145
5. 27324 Dobbel Avenue, Hayward, CA 94542
6. 5357 Federation Court, San Jose, CA 95123 (Santa Clara County)
7. 1065 Byers Street, Gilroy, CA 95020 (Santa Clara County)

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Los comentarios públicos se limitarán a tres minutos. Si se necesita un intérprete, los comentarios se traducirán al inglés y el límite de tiempo será de seis minutos. A su discreción, la mesa directiva puede limitar el tiempo total asignado a los comentarios del público y establecer nuevos límites de tiempo para los comentarios individuales. La mesa directiva se reserva el derecho de expulsar a un participante de la reunión si éste interrumpe injustificadamente la reunión.

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Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
Opening Items			
A. Record Attendance and Guests		Board Chair	1 m
The chairperson will direct the board secretary to confirm attendance via roll call.			

	Purpose	Presenter	Time
B. Call the Meeting to Order		Board Chair	1 m
C. Public Comments		Board Chair	5 m
The board will receive public comments regarding non-agenda items, if any, following expectations and time limits reviewed by the chairperson.			
D. Opening Remarks of the Board Chair		Board Chair	3 m
The chairperson will provide introductory remarks.			
E. Opening Remarks of the CEO & Superintendent		Caprice Young, Ed.D.	3 m
F. Approve Minutes from Previous Regular Board Meeting	Approve Minutes	Board Chair	1 m
Members will vote on the approval of minutes from the board meeting held on July 25, 2023.			

Proposed Motion: Approve the Board Meeting Minutes from July 25, 2023

Approve minutes for Board Meeting on July 25, 2023

II. Consent Agenda 6:14 PM

A. Approval of the Consent Agenda	Vote	Board Chair	1 m
The board will vote on the approval of the Consent Agenda.			
<ol style="list-style-type: none"> 1. Approval of Artik GPS Architectural Services Contract 2. Approval of Updated Agreement for General Counsel Legal Services 3. Approval of the project management agreement with PACIFIC CHARTER SCHOOL DEVELOPMENT, INC. 			

Proposed Motion: Approve the Consent Agenda

III. Topical Presentations 6:15 PM

A. Investment Policy	Vote	Caprice Young	5 m
Dr. Caprice Young will present a new investment policy to the board. The board will vote on the approval of the policy in order to expedite funds transfer into investment			

	Purpose	Presenter	Time	
<p>vehicles earning high rates according to the SLY (Safety, Liquidity, then Yield) strategy, and then the policy will be forwarded to the Finance Committee for continued consideration.</p> <p>Proposed Motion: Approve the Investment Policy</p>				
B.	Approval of Contract for Watsonville Yoga, Dance, and Healing Arts	Vote	Kirsten Carr	3 m
<p>Kirsten Carr will present a contract with Watsonville Yoga, Dance, and Healing Arts for the provision of extended learning opportunities at Watsonville Prep School. The board will vote on the approval of the contract.</p> <p>Proposed Motion: Approve the contract with Watsonville Yoga, Dance, and Healing Arts</p>				
C.	Larson Communications Proposal	Vote	Caprice Young	3 m
<p>Dr. Caprice Young will present a proposal from Larson Communications regarding the provision of communications services for Navigator Schools, including media management, strategic media planning, media campaigns, and stakeholder communications. The board will vote on the approval of the proposal.</p> <p>Proposed Motion: Approve the proposal and direct the CEO to execute a contract.</p>				
D.	School Connected Organizations Policy	Vote	Caprice Young	8 m
<p>Dr. Caprice Young will share a new School Connected Organizations Policy. The board will vote on the approval of the policy.</p> <p>Proposed Motion: Approve the School Connected Organizations Policy</p>				
E.	New School Year Introductions and Priorities	FYI	Crystal O'Rourke	45 m
<p>Crystal O'Rourke, Director of Schools, will provide an introduction to the launch and organizational priorities for the new academic year. Site summaries will be presented by school leaders: Missy Corral (Principal, Gilroy Prep School), Quincy Long (Principal, Hayward Collegiate), Gabriela Roldan (Interim Principal, Hollister Prep School), and Andrea Hernandez (Principal, Watsonville Prep School). Crystal O'Rourke may present in place of Gabriela Roldan, pending Back To School Night activities.</p>				
F.	Community Schools	Discuss	Kirsten Carr	30 m

	Purpose	Presenter	Time
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Kirsten Carr will provide an update on the the development and implementation of the California Community School Partnership Program (CCSPP) at Navigator Schools.

IV. Governance 7:49 PM

- | | | | |
|--------------------------------------|-----|-------------|-----|
| A. Board Retreat Confirmation | FYI | Board Chair | 3 m |
|--------------------------------------|-----|-------------|-----|

The board will confirm the date, time, and location of its upcoming board retreat.

V. Closed Session 7:52 PM

- | | | | |
|--|------|-------------|-----|
| A. Announcement of and Vote to Enter Closed Session | Vote | Board Chair | 1 m |
|--|------|-------------|-----|

The board chair will announce the reason for the closed session:

1. Personnel Exception: Chief Financial and Operations Officer (CFOO)
2. Anticipated Litigation: One Case

Motion: Enter Closed Session

- | | | | |
|--------------------------|---------|-------------|------|
| B. Closed Session | Discuss | Board Chair | 10 m |
|--------------------------|---------|-------------|------|

- | | | | |
|---|-----|-------------|-----|
| C. Announcement of Actions Taken During Closed Session | FYI | Board Chair | 1 m |
|---|-----|-------------|-----|

Upon re-entry to open session, the board chair will report actions taken during closed session.

VI. Closing Items 8:04 PM

- | | | | |
|---------------------------|------|-------------|-----|
| A. Adjourn Meeting | Vote | Board Chair | 1 m |
|---------------------------|------|-------------|-----|

Board members will vote on adjournment of the meeting. Votes will be recorded via roll call.

Proposed Motion: To Adjourn

Coversheet

Approve Minutes from Previous Regular Board Meeting

Section: I. Opening Items
Item: F. Approve Minutes from Previous Regular Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on July 25, 2023

APPROVED



Navigator Schools

Minutes

Board Meeting

Date and Time

Tuesday July 25, 2023 at 6:00 PM

Location

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5. 27324 Dobbel Avenue, Hayward, CA 94542
6. 5357 Federation Court, San Jose, CA 95123 (Santa Clara County)
7. 1365 Locust Street, Denver, CO 80220
8. 1065 Byers Street, Gilroy, CA 95020 (Santa Clara County)

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Directors Present

Alfred Morikang, Chuck Daggs (remote), Claire Grissom, Ian Connell (remote), JP Anderson (remote), Jaime Quiroga (remote), John Flaherty, Shara Hegde (remote)

Directors Absent

None

Directors who arrived after the meeting opened

Chuck Daggs

Guests Present

Sean Martin

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

John Flaherty called a meeting of the board of directors of Navigator Schools to order on Tuesday Jul 25, 2023 at 6:06 PM.

C. Public Comments

There were no public comments.

D. Board Chair's Opening Remarks

The board chair welcomed Dr. Caprice Young in her new role as CEO and Superintendent of Navigator Schools. He welcomed back Alfred Morikang, board member, from extended travels.

E. Approve Minutes from Previous Regular Board Meeting

Claire Grissom made a motion to approve the minutes from Board Meeting on 06-20-23.

Shara Hegde seconded the motion.

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

Roll Call

Shara Hegde	Aye
Jaime Quiroga	Aye
John Flaherty	Aye
Alfred Morikang	Abstain
Chuck Daggs	Absent
Claire Grissom	Aye
Ian Connell	Aye
JP Anderson	Aye

II. Consent Agenda

A. Approval of the Consent Agenda

Shara Hegde made a motion to approve the Consent Agenda.

Ian Connell seconded the motion.

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

Roll Call

Jaime Quiroga Aye
 Claire Grissom Aye
 Chuck Daggs Absent
 Ian Connell Aye
 John Flaherty Aye
 JP Anderson Aye
 Alfred Morikang Aye
 Shara Hegde Aye

III. Governance

A. Request for Allowance of Attendance Due to Emergency Conditions (Form J-13A)

Kirsten Carr explained the purpose of the request and procedures related to the form.
 JP Anderson made a motion to approve the submission of Form J-13A.
 Jaime Quiroga seconded the motion.
 The board **VOTED** unanimously to approve the motion.

Roll Call

Shara Hegde Aye
 Claire Grissom Aye
 John Flaherty Aye
 Jaime Quiroga Aye
 Alfred Morikang Aye
 Chuck Daggs Absent
 Ian Connell Aye
 JP Anderson Aye

B. Confirmation and Scheduling of Board Retreat

Chuck Daggs arrived.
 Caprice Young presented benefits of holding a board retreat in late September (September 23 or 30), and potential agenda items to be presented at that time.

IV. Topical

A. Preliminary SBAC Results

James Dent, Chief Academic Officer, presented preliminary California Assessment of Student Progress (CAASPP) results in English Language Arts and mathematics (also known as SBAC results). He reviewed achievement and growth for all Navigator Schools, and highlighted key strategies for continuous improvement. Board members expressed interest in English learner outcomes and interim assessments as predictors of student success.

B. Initial Safety Review Results and Follow Up

Kirsten Carr reported initial results of safety reviews performed at all Navigator Schools. She informed the board of the creation of a safety committee composed of directors and operations staff. Ami Ortiz reviewed recommendations prepared for all schools. Board members made suggestions pertaining to safety procedures and equipment, and shared an interest in receiving routine safety updates as measures are implemented. Board members also discussed opportunities to partner with local law enforcement to support preparedness. The board chair summarized key points shared by members, including: advancing an holistic conception and approach to safety and security; the value and role of a standing safety committee; and the benefits of establishing developmental milestones pertaining to the implementation of safety and security recommendations.

V. Closed Session

A. Announcement of Reason for Closed Session and Vote to Enter

The board chair announced the reasons for the closed session:

- Government Code 54954.5: Consideration of Amendment of Chief Executive Officer and Superintendent Employment Agreement to ratify modification of start date to July 10, 2023; and
- Government Code 54957: Consideration of Appointment of Independent Contractor General Counsel.

JP Anderson made a motion to enter closed session.

Claire Grissom seconded the motion.

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

Roll Call

John Flaherty Aye
 Jaime Quiroga Aye
 Claire Grissom Aye
 Shara Hegde Aye
 Alfred Morikang Aye
 JP Anderson Aye
 Chuck Daggs Aye
 Ian Connell Aye

B. Closed Session

C. Announcement of Action Taken During Closed Session

The board chair announced that the board approved the amendment of the Chief Executive Officer and Superintendent Employment Agreement to ratify modification of start date to July 10, 2023.

VI. Closing Items

A.

Adjourn Meeting

Shara Hegde made a motion to adjourn.

JP Anderson seconded the motion.

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

Roll Call

John Flaherty Aye

Ian Connell Aye

Shara Hegde Aye

JP Anderson Aye

Claire Grissom Aye

Jaime Quiroga Aye

Chuck Daggs Aye

Alfred Morikang Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:55 PM.

Respectfully Submitted,

Sean Martin

Documents used during the meeting

None

Coversheet

Approval of the Consent Agenda

Section: II. Consent Agenda
Item: A. Approval of the Consent Agenda
Purpose: Vote
Submitted by: Caprice Young

Related Material:

1. Artik GPS Arch Services Memo and Materials.pdf
2. General Counsel Legal Services Agreement.pdf
3. PROJECT MANAGEMENT AGREEMENT PACIFIC CHARTER SCHOOL DEVELOPMENT, INC ..pdf

BACKGROUND:

The consent calendar makes official decisions previously discussed by the board. It includes approval of the General Counsel's contract discussed at our last meeting. The other two items allow us to continue work on the Prop 51-funded facilities project at Gilroy Prep. Both facilities items have been negotiated and approved by our General Counsel and Specialized Counsel (AALRR).

RECOMMENDATION:

Approve



Date: August 29, 2023

To: Board of Directors

From: Dr. Caprice Young, CEO and Superintendent (via Kevin Sved, Senior Advisor)

Subject: Architectural Services Agreement for Gilroy Prep School

Summary

Architectural services are needed to advance the Gilroy Prep School modernization and expansion project. The approval agency for this project is the Division of the State Architect (DSA). It is recommended that the Navigator Schools Board of Directors approve the attached proposal from Artik Art and Architecture to provide architectural services for this project. Artik Art and Architecture has extensive experience with the DSA and worked previously for Gilroy Unified to expand the Gilroy Prep campus from serving K-5 to its current configuration of K-8. To help ensure that the proposed \$469,080 architectural service agreement and related procurement process meets applicable state requirements and all related expenses are eligible for reimbursement from the Charter School Facilities Program award, Navigator secured the services of law firm of Atkinson, Andelson, Loya, Ruud & Romo (AALRR) as outside counsel with specialization in state school construction bond programs. This recommendation and related materials were reviewed by David Soldani of AALRR and General Counsel Tom Peraic.

Project Background

In June 2023, the Gilroy Unified School District (GUSD) Governing Board and the Navigator Schools Board of Directors approved a Facilities Memorandum of Understanding (MOU), providing a long-term lease for Gilroy Prep School at its current campus for 50 years, contingent upon the completion of a state-funded capital improvement project. The project will be funded by a \$5.5 million state award that comes in the form of half grant and half low interest loan. The project includes:

- Adding two new modular classrooms for transitional kindergarten, expanding to serve 40 new transitional kindergarten seats
- Adding two new kindergarten classrooms to better accommodate current kindergarten seats with larger classrooms that include restrooms. The two existing kindergarten classrooms will be repurposed to meet other school needs
- Significant safety improvements, including improved accessibility, improved traffic flow, and more than 40 additional on-site parking spaces
- Creation of a new play area for the TK/K classrooms
- Creation of an upper-level play area and playing field on the south side of the campus.

In developing the scope for the project improvements which includes an additional ADA accessible entrance for TK-3 students, it was also determined that an additional office unit is also needed. This unit will also include two adult restrooms and additional meeting space to help meet identified staff needs. This added portion to the improvement project would not be funded by the \$5.5m state funding, and would rather be funded by a combination of Gilroy Prep's fund balance, fundraising, or alternative financing.

Architectural Services Proposal

Artik Art and Architecture provided the attached proposal to modernize and expand the Gilroy Prep School Campus. The fees are outlined in Table 1 below.

Table 1. Fees

Phase	Proposed Fees
Schematic Design Phase	\$86,492
DSA Submittal Phase	\$230,628
DSA Approval Phase	\$27,354
Bidding Phase	\$22,262
Construction Phase	\$90,489
Closeout Phase	\$11,855
Total	\$469,080

These costs will be reimbursed through the Charter School Facilities Program.

Recommendation

It is recommended that the Navigator Schools Board of Directors approve the attached proposal from Artik Art and Architecture for \$469,080 to provide architectural services for the Gilroy Prep School Modernization and Expansion Project.

Attachment:

-Proposal from Artik Art and Architecture



394-A Umbarger Rd
San Jose, CA 95111
Phone 408.224.9890
Fax 408.224.9891
www.Artika3.com

August 10, 2023

Caprice Young
Chief Executive Officer
Navigator Schools
650 San Benito Street Suite 230
Hollister CA 95023

Project Name: Gilroy Prep School Modernization
Project Number: TBD/C1

Dear Caprice:

I am pleased to submit this proposal for limited architectural services incorporating the following terms and conditions:

Scope of the Project

Navigator Schools (Client) intends to modernize and expand the Gilroy Prep School campus located at 277 IOOF Avenue in Gilroy, CA. The program for the modernization consists of:

- Four (4) new 36' x 40' modular TK/Kindergarten classrooms with internal student restrooms.
- One (1) new 12' x 40' modular offices and staff restrooms.
- Creation of a new play area for the TK/K classrooms.
- Demolition of the existing classroom building on the south side of the campus.
- Creation of an upper-level play area and playing field on the south side of the campus.
- Renovation of the parking lot to provide additional parking spaces and an improved drop off sequence.

This proposal assumes that the project will not require approval by the City of Gilroy Planning Department and that the project will go through the Division of the State Architect (DSA) for building and site approval.

This proposal assumes that the project will go through a full public bidding process, including establishing a prequalified contractor's list, advertisement for bids, award of bid to the lowest responsible bidder, and Department of Industrial Relations (DIR) project registration.

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This proposal assumes the modular buildings will be provided by the selected modular manufacturer who will provide architectural, structural, mechanical, electrical and plumbing design for the buildings related to their DSA pre-approved (PC) designs.

The budget for the project will be established during the schematic design phase. The project is intended to be constructed during the summer of 2023.

Scope of Professional Services – Basic Services

Artik Art & Architecture will provide, and be responsible for, the following project consultants: civil engineering, landscape architecture, site electrical engineering, fire alarm, data/communications and security design, and fire sprinkler design. Any other required project consultants shall be provided by Client or by Artik Art & Architecture as an Additional Service.

Artik Art & Architecture proposes the following services to accomplish this task:

Schematic Design Phase

- ◆ Visit site to review existing conditions.
- ◆ Review existing information provided by Client and DSA.
- ◆ Develop conceptual floor plans, interior elevations, and exterior elevations for the new TK/K classrooms. Meet with Client to review drawings and receive comments.
- ◆ Refine conceptual plans and elevations and develop selections for interior finishes, equipment, and furnishings. Meet with Client to review drawings and selections and receive comments.
- ◆ Finalize drawings and selections based on Client comments.
- ◆ Develop conceptual site plans of TK/K play area, upper-grade play area, field, parking lot, and other site improvements related to the project. Meet with Client to review concepts and receive comments.
- ◆ Refine conceptual site plans and develop initial selection of playground equipment, exterior furnishings, and exterior materials. Meet with Client to review drawings and selections and receive comments.

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- ◆ Based on direction from Client, develop a final Schematic Design package consisting of:
 - Cover Sheet with DSA notes
 - Overall Site Plan
 - Enlarged Site Plan
 - TK/K Classroom plans, elevations and schedules.
 - Key Architectural Details
 - Schematic Grading, Paving and Drainage Plans
 - Schematic Site Utility Plan
 - Key Civil Details
 - Schematic Planting and Irrigation Plans
 - Key Landscape Details
 - Schematic Site Electrical and Low Voltage Plan
 - Schematic Low Voltage (Fire Alarm, Data/Communications, Intercom, Paging, Clock/Speaker and Security) Plans for TK/K Classrooms
 - Outline Specifications
- ◆ Coordinate with Client's separately contracted cost estimating consultant to develop a schematic cost estimate.
- ◆ Meet with Client and cost estimator to review estimate. Identify changes to the design as directed by Client. It is anticipated that some scope items may be designated as alternate bid items.
- ◆ Develop modular building bid package based on approved design consisting of:
 - Conceptual Site Plan
 - Floor Plans
 - Interior and Exterior Elevations
 - Technical Specifications
- ◆ Assist Client to develop bidding documents, including Advertisement for Bids, Bidder Information, Bid Form, required bid attachments, General Conditions and Division 1 Specifications for modular building bid package.
- ◆ Assist Client to solicit and evaluate modular building bids received.
- ◆ Assist Client to review and execute contract with modular manufacturer.

DSA Submittal Phase

- ◆ Based on direction from Client revise, refine, and finalize design.
- ◆ Coordinate with selected modular manufacturer to develop DSA approval documentation.

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- ◆ Based on the approved scope and at the direction of the Client, develop final DSA Approval, consisting of:
 - Cover Sheet with DSA notes
 - Overall Site Plan
 - Enlarged Site Plans
 - TK/K Classroom plans, elevations and schedules.
 - Architectural Details
 - Site Civil Demolition Plan
 - Site Horizontal Control Plans
 - Site Paving Plan and Paving Sections
 - Site Grading and Drainage Plan
 - Erosion Control Plan
 - Site Utility Plan
 - Civil Details
 - Landscape Layout Plan
 - Landscape Material and Reference Plan
 - Landscape Construction Details
 - Irrigation Plan
 - Irrigation Details
 - Planting Plan
 - Planting Details
 - Electrical and Low Voltage Site Plan
 - Exterior Lighting and Control Plans
 - TK/K Building Electrical and Low Voltage Plans
 - Single Line Diagrams and Control Plans
 - Fire Alarm Plans
 - Fire Alarm Single Line and Details
 - Title 24 Energy Calculations
 - Electrical and Low Voltage Details
 - Fire Service Site Plan
 - Fire Service Overhead Sprinkler Plans
 - Hydraulic Calculations
 - Modular Building Plans (by modular manufacturer)
 - Technical Specifications
- ◆ Assist Client to fill out submit DSA documentation.
- ◆ Submit documentation for DSA Review and Approval.

DSA Approval Phase

- ◆ Receive and distribute DSA comments.
- ◆ Coordinate with modular manufacturer and design team to respond to DSA comments.
- ◆ Schedule and attend DSA backcheck meeting.
- ◆ Assist Client to fill out and submit DSA documentation.

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Bidding Phase

- ◆ Assist Client to develop Prequalified Contractors List.
- ◆ Assist Client to develop Bidding documents, including Advertisement for Bids, Bidder Information, Bid Form, required attachments, General and Special Conditions, and Division 1 Specifications.
- ◆ Assist Client to distribute bidding materials to Prequalified Contractors.
- ◆ Conduct prebid conference.
- ◆ Respond to prebid questions from contractors.
- ◆ Issue addenda, if required.
- ◆ Assist Client to receive and open bids and determine lowest qualified bidder.
- ◆ Assist Client to contract for General Contractor.
- ◆ Assist Client to solicit quotes and contract for Inspector of Record and Testing Lab services.

Construction Phase

- ◆ Assist Client to fill out and submit DSA documentation.
- ◆ Conduct preconstruction conference and issue minutes.
- ◆ Participate in regular construction meetings with General Contractor. General Contractor shall be responsible to provide meeting minutes.
- ◆ Review the construction progress at regular intervals to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.
- ◆ Respond to Requests for Information (RFI's) from General Contractor.
- ◆ Review and take appropriate action on submittals from General Contractor.
- ◆ Review Applications for Payment by General Contractor.
- ◆ Develop Proposal Requests to solicit change pricing from General Contractor.
- ◆ Review and comment on Proposed Change Orders (PCO) from General Contractor.
- ◆ Assemble and issue Change Orders.
- ◆ At a time when the Client asserts that the construction is substantially complete, walk through the project with the Client and Owner to develop a Punch List of items to be completed for final completion.

Close Out Phase

- ◆ When the Client has asserted that all Punch List items are complete, walk through the project with the Client and Owner to confirm that all Punch List items have been completed to the Owner's satisfaction.
- ◆ Receive and review for completeness the Client's closeout items, including As-Built Drawings and Specifications, Warrantees, Guarantees, and extra stock. When it is determined that the closeout items are complete, transmit to Owner.
- ◆ Assist Owner to fill out and submit DSA documentation.

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Optional Services

The following optional services may be provided upon written direction by Client and negotiation of a mutually acceptable additional fee:

- ◆ PG&E Service Upgrade (if Required)
- ◆ Cost Estimating Services
- ◆ Offsite improvements

Excluded from Agreement

The following services are expressly excluded from this agreement:

- ◆ Topographic and geotechnical surveys
- ◆ Testing and inspection fees
- ◆ Plan review and permit fees for regulatory agencies

Compensation for Basic Services

Artik Art & Architecture will provide the services indicated above for a Fixed Fee of **Four Hundred Sixty-Nine Thousand Eighty Dollars (\$469,080)**, plus authorized Reimbursable Expenses, paid in phases as follows:

Schematic Design Phase	86,492
DSA Submittal Phase	230,628
DSA Approval Phase	27,354
Bidding Phase	22,262
Construction Phase	90,489
Closeout Phase	<u>11,855</u>
Total Basic Services	\$469,080

Compensation for Optional Services

Compensation for Optional Services shall be in addition to the Compensation for Basic Services listed above. Artik Art & Architecture will provide the Optional Services listed above for the following Fixed Fees:

PG&E Service Upgrade	\$8,800
Cost Estimating Services	TBD
Offsite Improvements	TBD

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Compensation for Additional Services

Additional Services shall include any service not specifically listed above and agreed to by Client and Artik Art & Architecture. Compensation for Additional Services shall be a mutually agreed upon Fixed Fee or based on the Hourly Rates listed below.

The following Hour Rates are applicable to this contract:

Principal	\$250.00	Designer III	\$140.00
Associate	\$200.00	Designer II	\$130.00
Senior Project Manager	\$180.00	Designer I	\$120.00
Project Manager	\$170.00	Project Assistant	\$110.00
Job Captain	\$160.00	Senior Technical Lead	\$170.00

Reimbursable Expenses

Reimbursable expenses, as required and approved are in addition to compensation for Basic and Additional Services and include: project consultants not provided as part of Basic Services; transportation expenses, couriers, shipping, photography, reproductions, models, renderings, or other expenses incurred in the interest of the project. These expenses shall be billed to the Client at cost of the expenses incurred by the Architect or Architect’s Consultants. No Reimbursable Expense may be incurred without the prior written consent of Client.

Invoicing

Artik Art & Architecture shall invoice monthly and payment is due upon receipt. Amounts unpaid thirty (30) days after the receipt of the invoice will be subject to a service charge of twelve percent (12%) per annum. Should the Client fail to pay current invoices for more than sixty (60) days, Artik Art & Architecture may stop work on the Project until payment is received or terminate this Agreement. Artik Art & Architecture shall not be held liable for any damages or losses that may result from such suspension or termination of services according to the provisions set forth in this Agreement.

Legal Costs

In the event that legal proceedings between the parties are necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of its litigation costs and expenses, including reasonable attorney’s fees.

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Project Timing

If the Client for more than thirty (30) consecutive days suspends the project, Artik Art & Architecture shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Artik Art & Architecture shall be due an equitable compensation to provide for expenses incurred in the interruption and resumption of the services. If the Client for more than ninety (90) consecutive days suspends the project, Artik Art & Architecture may terminate the agreement according to the provisions set forth below.

Termination

Either the Client or Artik Art & Architecture may, for any reason, terminate this Agreement upon not less than seven- (7) days written notice to the other party.

Client's Responsibilities

The Client shall provide full information, including a program, which sets forth the Client's objectives, schedule, constraints, and budget, with reasonable contingencies and criteria. The Client shall also furnish any reports, tests, and surveys, inspection results or other information reasonably requested by Artik Art & Architecture or its consultants to the extent currently available and in Client's possession. All of foregoing shall be furnished at the Client's expense, and Artik Art & Architecture shall be entitled to rely upon the accuracy and completeness thereof.

Ownership of Documents

The Drawings, Specifications, and other Contract Documents, as instruments of service, are and shall remain the property of Artik Art & Architecture. They shall not be used on other projects or as the basis for drawings by others without written authorization from Artik Art & Architecture.

The Client acknowledges that the documents provided by Artik Art & Architecture under this Agreement are instruments of professional service, and not a product. Nevertheless, the documents prepared under this Agreement shall become the property of the Client upon completion of the work and payment in full of all monies due to Artik Art & Architecture. The Client shall not reuse or make any modifications to the plans and specifications without the prior written authorization of Artik Art & Architecture, except as described below in this Agreement.

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The Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold Artik Art & Architecture harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of Artik Art & Architecture.

Artik Art & Architecture shall retain all common law, statutory and other reserved rights, including the copyright thereto, of all architectural work produced under this Agreement. Nevertheless, Artik Art & Architecture grants to Client a limited license to use or reuse the documents prepared under this Agreement upon completion of the work and payment in full of all monies due to Artik Art & Architecture. This license is not transferable or assignable and does not limit Artik Art & Architecture's use or reuse or any exercise of its rights of copyright ownership of the architectural work prepared under this Agreement.

Limit of Liability and Indemnification

Artik Art & Architecture agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Artik Art & Architecture' negligent acts, errors or omissions in the performance of professional services under this Agreement and Artik Art & Architecture' Consultants or anyone for whom Artik Art & Architecture is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Artik Art & Architecture harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of the Client's contractors, subcontractors, consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

Neither party is obligated to indemnify the other in any manner whatsoever for such other party's own negligence or willful misconduct.

Mediation

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Client and Artik Art & Architecture agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

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Artik Art & Architecture further agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Hazardous Materials

Both parties acknowledge that Artik Art & Architectures' scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Artik Art & Architecture or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Artik Art & Architectures' services, Artik Art & Architecture may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and warrant the job site is in full compliance with the applicable laws and regulations.

Americans with Disabilities Act (ADA) Barrier Removal

The Americans with Disabilities Act (ADA) provides that it is a violation to design and construct a facility for its first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. In addition, the ADA requires removal of architectural barriers in existing facilities where such removal is readily achievable. The definition of "readily achievable" contained in the ADA is flexible and subject to interpretation on a case-by-case basis. The requirements of the ADA will be subject to various, and possibly contradictory interpretations. Artik Art & Architecture, therefore, will use its best professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to your project, and to advise you as to the modifications to your existing facility that may be required to comply with the ADA.

Artik Art & Architecture, however, cannot and does not warranty or guarantee that your project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to your project.

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Authorization

If this agreement meets your approval, please sign and return one of the two originals. Keep one original for your records. When we are in receipt of the signed agreement or a **“Notice to Proceed”** referencing this agreement we can begin work on your project.

Please call if you have any questions. Your business is greatly appreciated.

Sincerely,



Martin Hochroth
Principal

ACCEPTED

Client: Navigator Schools
Name of authorized representative: _____
Title: _____
Signature: _____ Date: _____

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this [REDACTED] day of [REDACTED] in the year 2023 by and between the NAVIGATOR SCHOOLS, hereinafter referred to as “NAVIGATOR,” and ARTIK ART & ARCHITECTURE, hereinafter referred to as “ARCHITECT.” This AGREEMENT shall include all terms and conditions set forth herein. The NAVIGATOR and the ARCHITECT are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES.” This AGREEMENT is made with reference to the following facts:

WHEREAS, NAVIGATOR desires to obtain architectural services for the Gilroy Prep School Modernization TBD/C1, hereinafter referred to as the “PROJECT”; and

WHEREAS, ARCHITECT understands that state funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If state funding is not received for the PROJECT, this AGREEMENT may be voided by the NAVIGATOR except to the extent services have been rendered pursuant to the approval of the NAVIGATOR’s Board; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I - ARCHITECT’S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT’s services shall consist of those services performed by the ARCHITECT, ARCHITECT’s employees and ARCHITECT’s consultants, as enumerated in Articles II and III of this AGREEMENT, and in the proposal in the form of ARCHITECT’S August 10, 2023 letter to NAVIGATOR, attached hereto and incorporated herein as Exhibit A (the “PROPOSAL”). In the event of a conflict between any term or condition of this AGREEMENT and the PROPOSAL, the terms and conditions of the AGREEMENT shall govern and control.

2. The ARCHITECT’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that it will follow the standards of its profession in performing all services under this AGREEMENT. The ARCHITECT shall submit for the NAVIGATOR’s approval a schedule for the performance of the ARCHITECT’s services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall include allowances for time required for the NAVIGATOR’s review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the NAVIGATOR on or before a date to be agreed upon in writing by the NAVIGATOR. The construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the

State Architect (“DSA”) for review and approval on or before a date to be agreed upon in writing by the NAVIGATOR.

4. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

5. The ARCHITECT has been selected based on ARCHITECT’s knowledge of California public schools and ARCHITECT’s knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements of the OPSC for state funding, DSA for approvals of plans and specifications, and of the CDE for site approvals and educational requirements that are applicable to a public school project.

6. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA’s Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA’s Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

ARTICLE II - SCOPE OF ARCHITECT’S SERVICES

1. The ARCHITECT shall provide to the NAVIGATOR, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT’s services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of “Construction Documents” defined as including, but not limited to, the following: The contract between the NAVIGATOR and the “Contractor” awarded the PROJECT (the “Contract”), general and supplementary conditions of the Contract between the NAVIGATOR and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the NAVIGATOR and Contractor.

2. The ARCHITECT shall assist the NAVIGATOR in obtaining required approvals from governmental agencies (for both on and off-site approvals) and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, California Department of Education (“CDE”), the Office of Public School Construction (“OPSC”), State Water Resources Control Board (SWRCB), and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the NAVIGATOR in writing as to the actions the NAVIGATOR must take to secure formal approvals.

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description which includes the NAVIGATOR's needs, Program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall assist the NAVIGATOR in determining the phasing of the PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

6. The ARCHITECT shall provide a written preliminary evaluation of the NAVIGATOR's PROJECT, schedule, and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements under Education Code section 17251 and under Title 5 California Code of Regulations, Section 14000, et seq.

7. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings, or locations.

8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its consultants, the NAVIGATOR's representative(s), and other consultants of the NAVIGATOR during PROJECT development.

9. The ARCHITECT shall make revisions in Drawings, Specifications, the Project Manual, or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the NAVIGATOR, including revisions made necessary by adjustments in the NAVIGATOR's Program or Budget as defined in Article IV.

10. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the NAVIGATOR.

11. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by NAVIGATOR.

12. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs at no additional cost to NAVIGATOR as further described in Articles V and VI.

13. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment, and labor consistent with OPSC requirements for such surveys or estimates.

14. The ARCHITECT shall provide analyses of NAVIGATOR ownership and operating costs for the PROJECT.

15. The ARCHITECT shall provide interior design and other services required for, or in connection with, graphics and signage. All other interior design services are addressed under Article III as an Additional Service.

16. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities, such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

17. The ARCHITECT shall cooperate and consult with NAVIGATOR in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the NAVIGATOR's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

18. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the NAVIGATOR with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the NAVIGATOR.

19. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the NAVIGATOR. The ARCHITECT shall utilize grants and outside funding sources and work with the NAVIGATOR to utilize and consider funding from grants and alternative funding sources.

20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the NAVIGATOR, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

21. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the NAVIGATOR and ARCHITECT.

22. The ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

23. The ARCHITECT shall have access to the work at all times.

24. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project Close-Out Phase. Any change in staff will require the written approval of the NAVIGATOR.

25. Schematic Design Phase

a. The ARCHITECT shall meet with the NAVIGATOR to understand and verify the NAVIGATOR's requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the NAVIGATOR, the ARCHITECT shall review the NAVIGATOR's Program and address if the Program, in the ARCHITECT's professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the NAVIGATOR representative and the NAVIGATOR to establish a priority list of programmatic needs and items that may be within and outside of the NAVIGATOR's Budget. Once the Schematic Design, Program and Budget are reconciled with the NAVIGATOR representative, and the NAVIGATOR approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

b. In the cases where the NAVIGATOR has not established a Program, the ARCHITECT shall work with the NAVIGATOR to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The ARCHITECT's familiarity with how projects are funded by the state or through grants shall be part of the expertise the NAVIGATOR is relying upon in conjunction with the ARCHITECT's experiences with similar projects and programs for the establishment of the NAVIGATOR's Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the NAVIGATOR's Budget unless the ARCHITECT obtains the written consent of the NAVIGATOR and an agreement that the ARCHITECT is permitted to exceed the available Budget.

c. The ARCHITECT shall prepare, for approval by the NAVIGATOR, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

d. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT and PROJECT's priorities for approval by the NAVIGATOR.

e. If directed by the NAVIGATOR at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the NAVIGATOR with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the NAVIGATOR subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

f. The ARCHITECT shall submit a list of qualified engineers for the PROJECT for the NAVIGATOR's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.

g. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

h. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within all Budget and scope constraints set by the NAVIGATOR, unless otherwise modified by written authorization by the NAVIGATOR.

i. The ARCHITECT shall prepare and submit to the NAVIGATOR a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the NAVIGATOR, in writing, of any adjustments to the estimate of Construction Cost.

26. Design Development Phase (Preliminary Plans)

a. Upon approval by the NAVIGATOR of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the NAVIGATOR. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the Program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department.

b. The ARCHITECT shall prepare and submit to the NAVIGATOR a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the NAVIGATOR, in writing, of any adjustments to the estimate of Construction Cost.

c. The ARCHITECT shall perform all Design Development Services to keep the PROJECT within all Budget and scope constraints set by the NAVIGATOR, unless otherwise modified by written authorization by the NAVIGATOR.

27. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the NAVIGATOR, Construction Documents (in an acceptable Building Information Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the OPSC, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

b. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, CDE, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The NAVIGATOR shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the NAVIGATOR so payments can be prepared by the NAVIGATOR.

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the NAVIGATOR, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:

(1) Provide the NAVIGATOR with five (5) complete sets of operation manuals;

(2) Provide adequate training and consultation to NAVIGATOR personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical, heating, air conditioning, and other systems installed by Contractor or its subcontractors; and

(3) Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction (“as-built documents”). All as-built documents shall be provided to the NAVIGATOR in a format approved by the NAVIGATOR.

e. The ARCHITECT shall immediately notify the NAVIGATOR of adjustments in previous estimates of the Construction Cost arising from market fluctuations or approved changes in scope or requirements.

f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the NAVIGATOR, as well as approved Budget, unless otherwise modified by written authorization by the NAVIGATOR.

g. As part of the ARCHITECT’s professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the Construction Manager, or Design Build entity performs a clash check, ARCHITECT shall work with the Construction Manager or Design Build entity to perform reasonable clash check resolution meetings and make revisions as necessary prior to DSA submission, during DSA review, and after DSA review (followed by CCD submission or Addenda submission to document any necessary changes).

h. If the estimated PROJECT Construction Cost exceeds the Budget, the ARCHITECT shall make all necessary design revisions at no cost to the NAVIGATOR to comply with the Budget and scope set by the NAVIGATOR in conformance with Articles V and VI, unless otherwise modified by written authorization of the NAVIGATOR.

28. **Bidding & Award Phase**

a. The ARCHITECT, following the NAVIGATOR’s approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the NAVIGATOR in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the NAVIGATOR with the preparation of the Contractor’s Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The NAVIGATOR will provide the standard general conditions and supplementary

conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the NAVIGATOR for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the NAVIGATOR in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the NAVIGATOR for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the NAVIGATOR at no additional cost to the NAVIGATOR. The NAVIGATOR may request that such documents be delivered to the reprographics company selected by the NAVIGATOR in CADD, PLOT, TIFF or other format approved by the NAVIGATOR. In addition, the ARCHITECT shall provide the NAVIGATOR with a BIM format diskette file with all layers unprotected so the NAVIGATOR may utilize with a Construction Manager or Design Build entity. It is expressly understood that the release of the underlying BIM documents is for the limited use only for the PROJECT (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the NAVIGATOR. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection shall also be placed on the CD. This clash detection document is not a requirement but simply recommended.

d. Upon the NAVIGATOR's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT

and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT.

f. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the NAVIGATOR, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

29. Construction Phase

a. Prior to the start of construction, the ARCHITECT shall certify that the following documents have been submitted to DSA:

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor.

c. The ARCHITECT shall reproduce five (5) sets of Construction Documents and all progress prints for the NAVIGATOR's and the NAVIGATOR's consultant's use at the ARCHITECT's expense.

d. The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the NAVIGATOR, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the NAVIGATOR's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA

103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.

e. The ARCHITECT shall meet with the Project Inspector, NAVIGATOR, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the NAVIGATOR prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work and Foundations Preparation;
- (2) Vertical and Horizontal Framing;
- (3) Appurtenances;
- (4) Finish Site Work and Other Work;
- (5) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the NAVIGATOR during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the DSA Form 152 as they relate to the portions of the PROJECT that were delegated to such engineers.

g. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the NAVIGATOR upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the NAVIGATOR, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

h. The ARCHITECT will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.

i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

- (1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less

than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

i. Become familiar with, and to keep the NAVIGATOR informed about, the progress and quality of the portion of the work completed and for the preparation of the weekly written reports the ARCHITECT will prepare and submit to the NAVIGATOR for its review;

ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend weekly on-site construction meetings, and being otherwise available to the NAVIGATOR and the Project Inspector for site meetings on an "as-needed" basis;

vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the NAVIGATOR and the Contractor.

(2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;

(3) Reviewing schedules and shop drawings for compliance with design;

(4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the NAVIGATOR's standards subject to NAVIGATOR knowledge and approval;

(5) Responding to DSA field trip notes;

- (6) Preparing Construction Change Documents for approval by DSA;
 - (7) Not used.
 - (8) Preparing change orders for written approval by the NAVIGATOR;
 - (9) Making Punch List observations when the PROJECT reaches Substantial Completion;
 - (10) Determining date of Substantial Completion and the date of final completion of the PROJECT;
 - (11) Providing a color schedule of all materials for the PROJECT for the NAVIGATOR's review and approval;
 - (12) Assembling and delivering to the NAVIGATOR written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the NAVIGATOR and the Contractor;
 - (13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and
 - (14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.
- j. ARCHITECT shall provide the NAVIGATOR with written reports, as necessary, to inform the NAVIGATOR of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.
- k. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the NAVIGATOR of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.
- l. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the NAVIGATOR as to the performance by the Contractor thereunder.
- m. The ARCHITECT shall make recommendations to the NAVIGATOR on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.
- n. The ARCHITECT shall advise the NAVIGATOR to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the NAVIGATOR whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the Construction Agreement. The ARCHITECT has authority to require additional inspection or testing of the work in

accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.

o. The ARCHITECT shall not issue orders to the Contractor that might commit the NAVIGATOR to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of the NAVIGATOR.

p. The ARCHITECT shall be the NAVIGATOR's representative during construction and shall advise and consult with the NAVIGATOR. The ARCHITECT shall have authority to act on behalf of the NAVIGATOR only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the NAVIGATOR. In addition, the ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the NAVIGATOR and Contractor, but which ARCHITECT failed to do.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The ARCHITECT's certification for payment shall constitute a representation to the NAVIGATOR, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to incorporation in the PROJECT.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the NAVIGATOR in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be

submitted to DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the NAVIGATOR's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD (Form DSA 140) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A/B shall be documented through an alternative CCD form or other document approved by the NAVIGATOR or required by DSA.

u. Not used.

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, or any other document approved by the NAVIGATOR, shall be incorporated into change orders by the ARCHITECT for the NAVIGATOR's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. The ARCHITECT shall prepare change orders, with supporting documentation and data, for the NAVIGATOR's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

w. The ARCHITECT shall, at the ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall receive and forward to the NAVIGATOR for the NAVIGATOR's review all written warranties and related documents required by the Construction Documents, and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the NAVIGATOR and the Contractor evaluating the cause of the delay(s) and shall advise the NAVIGATOR and the Contractor of the commencement of liquidated damages under the Contract between the NAVIGATOR and Contractor.

y. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the NAVIGATOR. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the

PROJECT, the ARCHITECT shall provide the NAVIGATOR and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

(1) Review all requests for information (“RFI”), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

(3) Be responsible for ensuring that all RFI’s, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require.

aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the OPSC, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

bb. The ARCHITECT shall obtain the NAVIGATOR’s approval of all CCD’s immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD’s, change orders or any other NAVIGATOR approved form documenting changes to the DSA approved Construction Documents (the “Changes Log”), including status, for the NAVIGATOR’s review and approval. The ARCHITECT shall submit the Changes Log to the NAVIGATOR with its monthly invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

cc. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the NAVIGATOR and Contractor relating to the execution or progress of the work as provided in the Contract between the NAVIGATOR and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.

dd. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the “Punch List”) and the fully executed Verified Report (Form DSA-6) that are submitted to the NAVIGATOR by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the

Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified by the ARCHITECT and the required Verified Report has been submitted to the NAVIGATOR for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the NAVIGATOR and the Contractor. The NAVIGATOR shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the NAVIGATOR when all Punch List items have been corrected by the Contractor for the NAVIGATOR's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the NAVIGATOR and the Contractor, the ARCHITECT shall inform the NAVIGATOR of such default and provide the NAVIGATOR with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following five (5) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; (4) all other items DSA Form 152 Inspection Card requirements for the Project have been approved and signed off; and (5) the PROJECT is fit for occupancy and its intended use.

ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the NAVIGATOR. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the NAVIGATOR a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the NAVIGATOR upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;
- (2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;
- (3) DSA requests a Verified Report.

gg. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record

and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the NAVIGATOR, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the NAVIGATOR and DSA.

30. **Project Close-Out**

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other NAVIGATOR approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the NAVIGATOR at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the NAVIGATOR, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the NAVIGATOR.

b. The ARCHITECT shall assist the NAVIGATOR in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following documents have been submitted to DSA:

- (1) Addenda, deferred approvals and revisions;
- (2) Copies of the Project Inspector's semi-monthly reports;
- (3) Construction deviation notices;

- (4) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (5) Special inspection reports;
- (6) Construction Change Directives;
- (7) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the submission to and certification by DSA; and
- (8) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the NAVIGATOR, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the NAVIGATOR in obtaining the delivery of the above documents to DSA.

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the NAVIGATOR in securing the delivery of the following documents to DSA:

- (1) Copy of the Notice of Completion.
- (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
- (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
- (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster's Certificate (if required by approved drawings and specifications).
- (6) Copies of the signature page of all Addenda as approved by DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by DSA.
- (8) Copies of the signature pages of all Revisions as approved by DSA.

(9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.

(10) Verification by the Project Inspector that all items noted on any “Field Trip Notes” have been corrected.

The ARCHITECT shall notify the NAVIGATOR, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the NAVIGATOR by the responsible parties for submittal to DSA. If necessary, the ARCHITECT shall assist the NAVIGATOR in obtaining the above documents for delivery to DSA.

ARTICLE III - ADDITIONAL ARCHITECT’S SERVICES

1. The ARCHITECT shall notify the NAVIGATOR in writing of the need for additional services required due to circumstances beyond the ARCHITECT’s control (“Additional Services”). The ARCHITECT shall obtain written authorization from the NAVIGATOR before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the NAVIGATOR before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the NAVIGATOR in writing. Additional Services may include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction Documents;

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors, or omissions on the part of the ARCHITECT;

c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT;

e. If the NAVIGATOR requests the PROJECT be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the NAVIGATOR;

f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated

damages are collected therefor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages;

g. Providing BIM documents that exceeds LOD 200; and

h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the NAVIGATOR, the ARCHITECT shall provide one or more PROJECT representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT representative(s) shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as agreed by the NAVIGATOR and ARCHITECT. Through the observations of such PROJECT representative(s), the ARCHITECT shall endeavor to provide further protection for the NAVIGATOR against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the NAVIGATOR.

ARTICLE IV - NAVIGATOR'S RESPONSIBILITIES

1. The NAVIGATOR shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the NAVIGATOR's objectives, schedule, and budget constraints, as well as any other criteria provided by the NAVIGATOR.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the NAVIGATOR's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the NAVIGATOR pursuant to Article IV, Section 1, above. The NAVIGATOR shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The NAVIGATOR shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The NAVIGATOR shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The NAVIGATOR shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The NAVIGATOR shall give prompt written notice to the ARCHITECT if the NAVIGATOR becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the NAVIGATOR's failure or omission to do so shall not relieve the ARCHITECT of the ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The NAVIGATOR shall have no duty to observe, inspect, or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

6. The NAVIGATOR shall provide a topographical survey to the ARCHITECT upon request.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the NAVIGATOR pursuant to Article IV, Section 2.

2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the NAVIGATOR of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the NAVIGATOR. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other NAVIGATOR consultants, costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager's fees and/or general conditions will only be included in the total Construction Cost used to calculate the ARCHITECT's fee only if agreed upon in writing by the NAVIGATOR. Absent any written agreement, the Construction Manager's fees or general conditions shall not be included in the total Construction Cost used to calculate the ARCHITECT's fee.

4. When labor or material is furnished by the NAVIGATOR below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

5. The Construction Cost shall be the acceptable estimate of Construction Costs to the NAVIGATOR as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

6. Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the NAVIGATOR to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the NAVIGATOR and the date on which bids are sought for the PROJECT.

7. If the lowest bid received exceeds the Budget:

a. The NAVIGATOR may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;

b. The NAVIGATOR may authorize rebidding of the PROJECT within a reasonable time;

c. If the PROJECT is abandoned, the NAVIGATOR may terminate this AGREEMENT in accordance with Article VIII, Section 2;

d. The NAVIGATOR may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The NAVIGATOR may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.

8. If the NAVIGATOR chooses to proceed under Article V, Section 7(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the NAVIGATOR. Redesign means the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the NAVIGATOR, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or NAVIGATOR.

2. The ARCHITECT shall prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the NAVIGATOR with a written evaluation of the estimates at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the Budget at no additional cost to the NAVIGATOR. The ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the NAVIGATOR prior to formalization.

3. The ARCHITECT, upon request of the NAVIGATOR, shall prepare a detailed estimate of Construction Costs at no additional cost.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files, BIM files and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's consultants for this PROJECT, shall be and remain the property of the NAVIGATOR pursuant to Education Code section 17316 for the purposes of repair, maintenance, renovation, modernization, or other purposes as they relate to the PROJECT. The NAVIGATOR, however, shall not be precluded

from using the ARCHITECT's or ARCHITECT's consultant's documents enumerated above for the purposes of additions, alignments, or other development on the PROJECT site.

2. If NAVIGATOR intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the NAVIGATOR agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The NAVIGATOR further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The NAVIGATOR, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site. Prior to reuse of the ARCHITECT's documents for any project other than an addition, alignment, or other development on the PROJECT site, the NAVIGATOR agrees to notify the ARCHITECT in writing of such reuse.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days' written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the ARCHITECT, or if the NAVIGATOR should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by NAVIGATOR, the NAVIGATOR shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of the abandonment or postponement, plus any sums due the ARCHITECT for Board approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the NAVIGATOR or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments due the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by the NAVIGATOR upon fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the NAVIGATOR shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the NAVIGATOR or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this Section through 50% completion of the ARCHITECT's portion of the PROJECT and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute after the PROJECT has been completed, and not before.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the NAVIGATOR and Contractor shall be kept on a generally recognized accounting basis and shall be available to the NAVIGATOR or his authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The NAVIGATOR shall compensate the ARCHITECT as follows:

1. The ARCHITECT's fees for performing Additional Services related to change orders are paid as approved by the NAVIGATOR's Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated and approved prior to commencing the change order-related services.

2. The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT including, but not limited to, those services detailed in Article I and II, shall be as set forth in the Proposal attached hereto as Exhibit A.

3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the NAVIGATOR to determine the services provided, and the time spent for each task. The NAVIGATOR and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the NAVIGATOR detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the NAVIGATOR’s authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the NAVIGATOR and include a copy of the NAVIGATOR’s written authorization notice approving the Additional Services and the additional compensation approved by the NAVIGATOR. No payments will be made by the NAVIGATOR to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the NAVIGATOR. The NAVIGATOR’s prior written authorization is an express condition precedent to any payment by the NAVIGATOR for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the NAVIGATOR.

5. When ARCHITECT’s Fee is based on a percentage of Construction Cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable, to the extent actual services are performed, in accordance with the schedule set forth in Article X, Section 2, above, based on the lowest responsive bid price.

6. To the extent that the time initially established for the completion of ARCHITECT’s services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to the prior written approval of the NAVIGATOR. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

ARTICLE XI - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes all the sets of the Construction Documents and all progress prints; and

- b. Approved agency fees.
2. All such expenses are subject to prior written approval from NAVIGATOR.
3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 1 above:
 - a. Travel expenses;
 - b. Check prints;
 - c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
 - d. Preliminary plans and specifications;
 - e. ARCHITECT's consultants' reimbursables;
 - f. Models or mock-ups; and
 - g. Meetings with Cities, planning officials, fire departments, DSA, State Allocation Board or other public agencies.
4. The NAVIGATOR's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article XI, Section 1 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by NAVIGATOR. Payment for these reimbursable expenses shall be made as set forth in Article X.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the NAVIGATOR. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the NAVIGATOR, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater).
2. The ARCHITECT shall submit, for written approval by the NAVIGATOR, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT

shall notify the NAVIGATOR of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the NAVIGATOR a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which NAVIGATOR has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the NAVIGATOR. Nothing in this AGREEMENT shall create any contractual relation between the NAVIGATOR and any consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT’s consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the NAVIGATOR, then that individual shall be replaced with an acceptable competent person at the NAVIGATOR’s request.

4. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII – MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the NAVIGATOR, ARCHITECT, and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the NAVIGATOR.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the NAVIGATOR harmless from all liability arising out of:

a. Workers’ Compensation and Employer’s Liability. Any and all claims under Workers’ Compensation acts and other employee benefit acts with respect to ARCHITECT’s employees or ARCHITECT’s subcontractor’s employees arising out of ARCHITECT’s work under this AGREEMENT; and

b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify, defend and hold the NAVIGATOR harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the NAVIGATOR, or any person, firm or corporation employed by the ARCHITECT or the NAVIGATOR upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the NAVIGATOR, its officers, employees, agents, or independent Architects who are directly

employed by the NAVIGATOR. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the NAVIGATOR, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the NAVIGATOR, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the ARCHITECT's proportionate percentage of fault; and

c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the NAVIGATOR harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the NAVIGATOR, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off NAVIGATOR property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the NAVIGATOR. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the NAVIGATOR, but rather to reimburse the NAVIGATOR for attorneys' fees and costs incurred by the NAVIGATOR in defending such actions or proceedings brought against the NAVIGATOR, and such fees and costs shall not exceed the ARCHITECT's proportionate percentage of fault.

d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the NAVIGATOR and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the NAVIGATOR in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to NAVIGATOR, which will protect ARCHITECT and NAVIGATOR from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned, and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the NAVIGATOR in the amount of its full equity in those drawings and specifications, and shall file with the NAVIGATOR a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the NAVIGATOR shall be named as an additional insured.

e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the NAVIGATOR and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by NAVIGATOR is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to NAVIGATOR prior to cancellation, except for ten (10) days' written notice for nonpayment; and, shall waive all rights of subrogation. ARCHITECT shall notify NAVIGATOR in the event of material change in, cancellation, or failure to renew or make payment, each policy. Prior to commencing work, the ARCHITECT shall deliver to NAVIGATOR certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the NAVIGATOR may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse NAVIGATOR upon demand for the cost thereof.

f. In the event that the ARCHITECT subcontracts any portion of the ARCHITECT’s duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor’s part of work which shall in no event be less than \$500,000 per occurrence. The ARCHITECT shall not subcontract any portion of the ARCHITECT’s duties under this AGREEMENT without the NAVIGATOR’s prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

g. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.

4. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the ARCHITECT’s employees shall not be considered officers, employees, or agents of the NAVIGATOR, and are not entitled to benefits of any kind or nature normally provided employees of the NAVIGATOR and/or to which NAVIGATOR’s employees are normally entitled including, but not limited to, State Unemployment Compensation or Workers’ Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of the ARCHITECT’s employees or agents as they relate to the services to be provided under this AGREEMENT. The ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective employees of the ARCHITECT.

5. Notices. All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

NAVIGATOR:

ARCHITECT:

Navigator Schools

Artik Art & Architecture

ATTN: CFOO

ATTN: Martin Hochroth

650 San Benito St., Ste. 230

394-A Umbarger Road

Hollister, CA 95023

San Jose, CA 95111

6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on NAVIGATOR property at all times.

7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on NAVIGATOR property including, but not limited to, all school sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

9. During the entire term of this AGREEMENT, the ARCHITECT, if applicable, shall fully comply with the provision of Education Code section 45125.1 (Fingerprint Requirements) when it is determined that the ARCHITECT will have contact with the NAVIGATOR's pupils while performing any services under this AGREEMENT.

10. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of, any third party against either the NAVIGATOR or ARCHITECT.

11. The NAVIGATOR and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

12. This AGREEMENT shall be governed by the laws of the State of California.

13. This AGREEMENT represents the entire AGREEMENT between the NAVIGATOR and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the NAVIGATOR and the ARCHITECT.

14. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorneys' fees.

15. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood

and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

16. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the NAVIGATOR, or any image that represents the NAVIGATOR without express written consent from the NAVIGATOR.

17. In accordance with Education Code section 17604, this AGREEMENT is not valid, binding, or an enforceable obligation against the NAVIGATOR until approved or ratified by motion of the Governing Board, duly passed and adopted.

[Signatures to Follow on Next Page]

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

NAVIGATOR:

Art Artik & Architecture

Navigator Schools

By: _____

By: _____

Its: _____

Its: _____

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo

David A. Soldani, Esq.
Attorneys for Navigator Schools

LEGAL SERVICES AGREEMENT

This Legal Services Agreement (“Agreement”) is made effective on July 1, 2023, 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 \$10,000.00 per month. Attorney agrees to reserve and provide sufficient hours per month to provide the services identified in Paragraph 2, above. Client and Attorney agree to meet and confer in good faith on or before June 30, 2024 to discuss Client legal needs for the 2024-2025 academic/fiscal year. Nothing in this paragraph supersedes or overrides the provisions in Paragraph 9, below, which include that Client may discharge Attorney at any time.

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.

 CY (Initial by Client)

 TP (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 September 1, 2022, pursuant to which all previous surplus/deficit hours have been reconciled and 'zeroed out' by Client and Attorney. 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: Aug 2, 2023

NAVIGATOR SCHOOLS

Caprice Young, Ed.D.
Caprice Young, Ed.D. (Aug 2, 2023 13:21 PDT)
By: CAPRICE YOUNG, Chief Executive Officer
and Superintendent

DATED: Aug 2, 2023

"ATTORNEY"

TOMISLAV PERAIC
TOMISLAV PERAIC (Aug 2, 2023 20:09 PDT)
By: TOMISLAV PERAIC, ESQ.











LSA Navigator Schools 2023-24 (clean 07.28.23) TO SIGN

Final Audit Report

2023-08-03

Created:	2023-08-02
By:	Laura Marco (lmarco@ptd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFoBoX9HUIsabfXXF9DNtC69kVytYYSNpf

"LSA Navigator Schools 2023-24 (clean 07.28.23) TO SIGN" History

-  Document created by Laura Marco (lmarco@ptd.net)
2023-08-02 - 7:13:13 PM GMT
-  Document emailed to caprice.young@navigatorschools.org for signature
2023-08-02 - 7:14:39 PM GMT
-  Email viewed by caprice.young@navigatorschools.org
2023-08-02 - 7:24:06 PM GMT
-  Signer caprice.young@navigatorschools.org entered name at signing as Caprice Young, Ed.D.
2023-08-02 - 8:21:26 PM GMT
-  Document e-signed by Caprice Young, Ed.D. (caprice.young@navigatorschools.org)
Signature Date: 2023-08-02 - 8:21:28 PM GMT - Time Source: server
-  Document emailed to tom.peraic@navigatorschools.org for signature
2023-08-02 - 8:21:29 PM GMT
-  Email viewed by tom.peraic@navigatorschools.org
2023-08-03 - 3:08:16 AM GMT
-  Signer tom.peraic@navigatorschools.org entered name at signing as TOMISLAV PERAIC
2023-08-03 - 3:09:08 AM GMT
-  Document e-signed by TOMISLAV PERAIC (tom.peraic@navigatorschools.org)
Signature Date: 2023-08-03 - 3:09:10 AM GMT - Time Source: server
-  Agreement completed.
2023-08-03 - 3:09:10 AM GMT

PROJECT MANAGEMENT AGREEMENT

by and between

NAVIGATOR SCHOOLS

and

PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.

dated as of August 29, 2023

PROJECT MANAGEMENT AGREEMENT

This Project Management Agreement (this “**Agreement**”) is dated as of August 29, 2023 and effective as of August 29, 2023 (“**Effective Date**”) by and between NAVIGATOR SCHOOLS, a California non-profit public benefit corporation (“**Client**”), and PACIFIC CHARTER SCHOOL DEVELOPMENT, INC., a California non-profit public benefit corporation (“**PCSD**”), for project management services in connection with the project described on **Exhibit A** (the “**Project**”). Client and PCSD are herein referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

Client desires to retain PCSD to provide Services (as defined herein) in support of the Project and PCSD is willing to provide such Services according to the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledges, the Parties hereby agree as follows:

1. PCSD’S ENGAGEMENT AND SERVICES.

1.1 **Services.** PCSD agrees to provide to Client project management services described in **Exhibit B** and elsewhere in this Agreement (collectively, the “**Services**”). PCSD shall provide commercially reasonable organization and management to perform such Services in an expeditious and economical manner consistent with the interests of Client.

1.2 **Term.** The “Term” of PCSD’s engagement shall be deemed to have *commenced* as of the Effective Date and shall continue, subject to earlier termination or extension as provided below, until the earlier of (i) completion of the Project and (ii) one year from the Effective Date (the “Termination Date”). The Parties agree to negotiate in good faith an extension of the Term if the Project has not been completed by the Termination Date.

1.3 **Changes to Services.** Client may not make any changes to the Services, including additions, deletions, or revisions to its scope nor extend or shorten its duration, without PCSD’s prior written consent, except for a termination for cause or convenience as provided below. The Parties agree to negotiate in good faith an equitable adjustment to the Project management fee if there is a change in school type, change in program or change in the number of students by more than ten percent (10%), which results in a material increase in the scope or duration of Services.

1.4 Termination for Cause or Convenience.

(a) **Termination for Cause.** Either Party may immediately terminate this Agreement for cause if:

- (i) the other Party (the “**Breaching Party**”) commits a breach of any part of this Agreement and does not cure such breach within ten (10) calendar days following receipt of the other Party’s (the “**Non-Breaching Party**”) written notice to the Breaching Party, in accordance with Section 7.1, of such breach demanding such cure. If such breach is curable but not within

such initial ten (10) calendar day period, then the Non-Breaching Party shall grant the Breaching Party additional time to cure, provided that the Breaching Party provides within such ten (10) calendar day period a written cure plan that is reasonably acceptable to the Non-Breaching Party, and then diligently commences and continues such cure according to the approved written plan. However, if at any time following the allotted ten (10) calendar day cure period it is reasonably determined by the Non-Breaching Party in its sole discretion that the Breaching Party is either not diligently working to resolve such breach or after a period of time it is reasonably apparent that it is unlikely to cure such breach within the amount of time previously set forth in the written cure plan, then upon notice to the Breaching Party and the earlier of an additional ten (10) calendar days or the end of the previously agreed upon amount of time set forth in the written cure plan, the Non-breaching Party may immediately terminate this Agreement for Cause.

(b) **Termination for Convenience.**

i. **By Client.** Client may terminate this Agreement at any time, without cause, by giving PCSD not less than thirty (30) calendar day's prior written notice of its election to terminate this Agreement. Unless a later date is specified in a termination notice given by Client pursuant to this Section 1.4(b)(i) the termination shall be effective thirty (30) calendar days following the date the termination notice is received by PCSD. Upon termination for convenience, PCSD shall be entitled to the payment then due through the monthly period during which the effective date takes place.

ii. **By PCSD.** PCSD may terminate this Agreement at any time, without cause, by giving Client not less than forty-five (45) calendar day's prior written notice of its election to terminate this Agreement. Unless a later date is specified in a termination notice given by PCSD pursuant to this Section 1.4(b)(ii) the termination shall be effective forty-five (45) calendar days following the date the termination notice is received by Client.

iii. **Insolvency, etc.** In the event that either Party is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment for the benefit of creditors ("Act of Bankruptcy"), the other Party may terminate this Agreement upon written notice to the Party to whom the Act of Bankruptcy occurred.

(c) **Effect of Termination.**

i. **Return of Materials.** In the event of any termination, PCSD shall deliver to Client a copy of all materials, or originals if legally required, relating to the Project received by PCSD from Client or received from third parties.

ii. **Payment of Fees.** Upon any termination of this Agreement, unless otherwise agreed to by the Parties in writing, PCSD shall discontinue the provision of any Services on the Termination Date. Upon termination, Client shall assume and become liable for all obligations, commitments, and unsettled claims that PCSD had previously undertaken or incurred in good faith on behalf of and with the consent of Client in connection with the Project and in accordance with the terms of this Agreement. Client further acknowledges and agrees to take all further actions required to effectuate such assumption of liability at Client's sole expense, unless this Agreement is terminated for Cause by Client in accordance with Section 1.4(a)(i).

1.5. **No Fiduciary Responsibility.** The duties and obligations of PCSD hereunder shall be determined solely by the express provisions of this Agreement, and PCSD is not acting as a fiduciary for Client. PCSD shall not be liable to Client except as set forth in this Agreement and, consequently, no implied covenants or obligations or fiduciary duties shall be read into this Agreement against PCSD.

2. **PCSD AND CLIENT'S RESPONSIBILITIES.**

2.1 **PCSD Responsibility.** PCSD shall perform the Services in a timely and professional manner, utilizing best practices consistent with the time constraints set forth in this Agreement. PCSD shall, subject to Section 1.3, accede to Client's decisions in all such matters relating to the Services being provided so long as such decisions do not interfere with PCSD's obligations or rights under this Agreement. PCSD shall be entitled to rely upon the accuracy and completeness of information, surveys, and reports provided by Client and parties acting by, through or on behalf of Client. PCSD's initial representative for the Services provided is Keivan Abidi. Such representative may be changed from time to time by PCSD for any reason following written notice to Client.

2.2 **Client Responsibility.**

(a) Client shall cooperate fully with PCSD's efforts and requests in completing the tasks to be undertaken by PCSD under this Agreement; provided that, PCSD shall accede to Client's reasonable decisions in all such matters relating to the Services being provided herein.

(b) Client shall be responsible for approving and paying all invoices for the Project in a timely manner and before such invoices become past due, including those submitted to Client by PCSD that are received by PCSD from third parties and which PCSD has reviewed for accuracy. PCSD and Client shall cooperate to ensure that all third party invoices submitted to PCSD are timely submitted to Client prior to being due and payable.

(c) Client shall: (i) provide to PCSD full information regarding the Project; and (ii) designate a representative who shall be fully acquainted with the Project and have authority to approve matters requiring Client's approval and to render decisions promptly. Client's initial representative for the Project is Kevin Sved. Such representative may be changed from time to time by Client for any reason following written notice to PCSD.

3. **PROJECT SERVICES FEE.**

3.1 PCSD's fee for the Services will be Two Hundred Fifty Thousand Dollars (\$250,000) (the "Project Management Fee") subject to adjustment as set forth in Section 1.3. The Project Management Fee will be billed on an equal monthly basis for Fifteen (15) months (that is, Sixteen Thousand Six Hundred Sixty-seven Dollars (\$16,667 per month)). If the Project is completed in less than Fifteen (15) months, PCSD reserves the right to bill the balance of the Project Management Fee that remains unpaid immediately upon final Project completion. Each invoice will be due within fifteen (15) business days after receipt. A late fee of TEN PERCENT (10%) per annum or the maximum allowed by law, whichever is less, shall be due and payable for any invoices not paid within the aforementioned period.

4. **INDEPENDENT CONTRACTOR.**

4.1 **Status.** Client and PCSD are independent contractors. No representations or assertions shall be made or actions taken by either Party that would create any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement.

Except as may be expressly agreed upon in this Agreement or on a Schedule, neither Party has any authority or power to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any third person or entity.

4.2 **Employees.** Each Party will exercise day-to-day control over and supervision of their respective employees, including but not limited to hiring, evaluation, promotion, demotion, compensation, employee benefits, fringe benefits, discipline and discharge. All work assignments, instruction, scheduling, staffing and direction of Client's employees shall be the exclusive province of Client. Each Party is responsible for obtaining and maintaining worker's compensation coverage and unemployment insurance for its employees. PCSD further assumes full responsibility for compliance with any and all applicable worker's compensation insurance or similar laws pertaining to PCSD's employees for services rendered and compensation paid under this Agreement.

4.3 **Compliance.** Subject to the continued existence and maintenance of Client's tax-exempt status, PCSD assumes full responsibility for the payment of all taxes pertaining to services rendered and compensation paid under this Agreement. Any tax liabilities that may result from the loss of Client's tax-exempt status shall be borne, in full, by Client.

5. **INSURANCE AND INDEMNITY.**

5.1 **Client, Contractor and PCSD Liability Insurance.** Client, Contractor and PCSD shall maintain insurance policies in accordance with **Exhibit C**.

5.2 **Indemnity by Client.** To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless (through legal counsel acceptable to PCSD) PCSD and its employees, agents and representatives from and against any and all claims, causes of actions, costs, demands, damages, losses, liabilities, obligations, costs and expenses, including attorneys' fees and costs of litigation (collectively, "**Losses and Liabilities**"), arising out of or in connection with claims asserted by third parties (including without limitation any governmental agency, homeowners association, or similar organization) relating to the Property or Project, or any willful misconduct or gross negligence of Client, but excepting from each instance any Losses and Liabilities that are found by a court or forum of competent jurisdiction to have been caused by the sole gross negligence or willful misconduct of PCSD. This indemnity specifically includes acts taken by PCSD in connection with the Project (as defined in Exhibit A) prior to the execution of this Agreement. These duties extend to claims occurring after this contract is terminated as well as while it is in force.

5.3 **Indemnity by PCSD.** PCSD shall indemnify, defend and hold harmless Client and its employees, agents and representatives from and against any and all third-party Losses and Liabilities arising out of or in connection with any willful misconduct or gross negligence of PCSD, but excepting therefrom any Losses and Liabilities that are found by a court or forum of competent jurisdiction to have been caused by the sole gross negligence or willful misconduct of Client. These duties extend to claims occurring after this contract is terminated as well as while it is in force.

5.4 **Duty to Defend.** The duty to defend is separate and independent of a Party's indemnity obligations, and is triggered by the assertion of any Losses and Liabilities within the scope of the indemnity obligations above, and shall apply prior to and regardless of whether or not the issue of that Party's indemnity obligation, negligence, breach of contract or other fault or obligation has been determined.

5.5 **Consequential Damages.** In no event shall either Party be liable for the other's indirect, special, incidental, punitive or consequential damages suffered or incurred by or on behalf of the other Party in connection with, arising out of, or in any way connected to the Project, this Agreement or any Service or transaction contemplated herein.

5.6 **Damages Cap.** Except for Losses and Liabilities arising out any willful misconduct or gross negligence by the other party, in no event shall either Party's liability arising in any way out of this Agreement exceed amounts set forth as the insurance limits in Exhibit C.

6. **DISPUTE RESOLUTION.**

6.1 **Meet and Confer.** In the event of a dispute, the parties shall meet and confer in good faith in an effort to resolve such dispute. If the parties are unable to informally resolve the dispute, then the dispute shall be handled in the manner described in this section. PCSD shall continue providing Services throughout the course of any dispute, and Owner shall continue to make payments to PCSD unless the dispute involves Owner's obligation to make particular payments. A condition precedent to either Party making any claim, and/or availing itself of the dispute resolution procedures set forth herein, the claiming Party shall first present a written claim setting forth that Party's position, which must include the following: (i) a narrative of pertinent events; (ii) citation to contract provisions; (iii) theory of entitlement; (iv) complete pricing of all cost impacts; and (v) a complete analysis of all time delays showing impact to critical path activities. The claim shall be submitted within twenty (20) calendar days of the commencement of the events giving rise to the dispute, and shall be priced like Change Orders according to the requirements of this Agreement, and updated monthly if a continuing claim. Any dispute remaining after such meeting shall proceed to litigation as specified herein.

6.2 **Litigation.** Unless the Parties agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

6.3 **Attorney's Fees.** If any Party brings a lawsuit or dispute resolution proceeding to enforce the terms hereof, or declare rights hereunder, the Prevailing Party (as hereinafter defined) in any such lawsuit or proceeding shall be entitled to reimbursement by the other Party of reasonable attorney fees, including expert witness fees, and disbursements. The term "Prevailing Party" shall be defined by applicable law. The attorney's fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred. With respect to the foregoing, and any other provision in this contract providing for payment or indemnification of attorney's fees, such fees shall be reasonable and shall be deemed to include reasonable fees incurred through any applicable appeal process.

6.4 **California Law; Venue.** Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all mediation, arbitration or litigation arising from or relating to this Agreement shall be the county where the Project is located.

6.5 **Consequential Damages.** In no event shall either Party be liable for the other's indirect, special or consequential damages suffered or incurred by or on behalf of the other Party in connection with, arising out of, or in any way connected to the Project, this Agreement or any Service or transaction contemplated herein.

7. GENERAL PROVISIONS.

7.1 **Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by overnight mail (Federal Express or the like) or sent by registered or certified delivery, postage prepaid, return receipt requested, delivered or sent by email, or facsimile and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility; (iii) if mailed, on the third (3rd) business day following the date of posting by the United States post office; or (iv) if given by email, or facsimile, when sender receives confirmation of delivery either by automated message or acknowledgement from addressee. Any notice, request, demand, direction or other communication sent by email or facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing.

PCSD: Pacific Charter School Development, Inc.
600 Wilshire, Suite 200
Los Angeles, CA 90017
Tel: (510) 288-3648
Email: jennifer@pacificcharter.org
Attention: Jennifer Afdahl Rice

Client: NAVIGATOR SCHOOLS
650 San Benito St., Ste. 230
Hollister, CA 95023
Tel: 831.217.4889
Email: caprice.young@navigatorschools.org
Attention: Caprice Young

7.2 **Amendment and Waiver.** This Agreement may be amended only by a written document signed by all Parties to this Agreement. Waiver of any provision of this Agreement shall not be deemed or constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.

7.3 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, beneficiaries, legal representatives, successors and assigns. This Agreement may only be assigned with the prior written approval of the other Party.

7.4 **Governing Law and Severability.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to any conflicts of law provisions. If any provision of this Agreement is invalid or unenforceable, and if the deletion of such provision would not adversely affect the receipt of any material benefit of the bargain by either Party hereto, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

7.5 **Counterparts.** This Agreement may be executed in any number of counterparts, and each set of duly delivered identical counterparts, which includes all signatories, shall be deemed to be an original instrument.

7.6 **Construction.** This Agreement has been negotiated at arm's length and each Party has been represented by legal counsel. Accordingly, any rule of law (including without limitation California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party drafting it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the intent of the Parties and the purpose of this Agreement.

7.7 **Further Assurances.** The Parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

7.8 **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations, and commitments between PCSD, Client, and their respective predecessors.

7.9 **Survival.** The provisions of this Agreement shall survive its termination and the completion of the Services.

[Balance of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Project Management Agreement as of the date first set forth above.

NAVIGATOR SCHOOLS

**PACIFIC CHARTER SCHOOL
DEVELOPMENT, INC.**

By: _____

Name: Caprice Young, Ed.D.

Title: CEO & Superintendent

By: _____

Name: Jennifer Afdahl Rice

Title: Executive Director, Northern California

EXHIBIT A

PROJECT DESCRIPTION

The project is to build two new TK classrooms, replace square footage to build two new kindergarten classrooms, develop a TK/K play area, add a shade structure and a new staff bathroom building.

EXHIBIT B

SERVICES AND EXCLUDED SERVICES

Scope of Services Project:	NAVIGATOR SCHOOLS	August 29, 2023 Responsible Party	
		Primary	Supporting
PLANNING PHASE			
Administration			
	Establish protocols and procedures with Project leadership	PCSD	CLIENT
	Issue and maintain project directory	PCSD	
	Create and maintain electronic files of Project documents, including contracts, agreements, reports and plans	PCSD	CLIENT
	Facilitate execution of Project-related documents	PCSD	CLIENT
	Present to Client’s governing board, as needed	CLIENT	PCSD
Original Budget and Financing			
	Create full Project budget (excluding FF&E)	PCSD	CLIENT
	Create FF&E Project budget	CLIENT	PCSD
	Prepare Project cash flow and update as needed	PCSD	
	Analyze potential financing structure and facilitate selection	CLIENT	PCSD
	Source potential lenders	CLIENT	PCSD
	Create, submit, coordinate requests for financing packages	CLIENT	PCSD
	Address potential lender needs (requests, due diligence)	CLIENT	PCSD
	Manage selection of funder and lender and negotiate terms	CLIENT	PCSD
	Manage loan application and facilitate loan closing	PCSD	CLIENT
	Apply for government financing (if applicable)	CLIENT	PCSD
	Apply for government grants (if applicable)	CLIENT	PCSD
Schedule			
	Generate Project schedule and update as needed	PCSD	
	Identify key Client and Project milestones	PCSD	CLIENT
Site Control / Due Diligence			
	Negotiate LOIs (if applicable)	CLIENT	PCSD
	Arrange for right of entry (if applicable)	CLIENT	PCSD
	Develop summary of key lease provisions	PCSD	CLIENT
	Confirm District requirements (if applicable)	CLIENT	
	Confirm Client requirements	CLIENT	

Scope of Services		August 29, 2023	
Project:	NAVIGATOR SCHOOLS	Responsible Party	
		Primary	Supporting
	Collect and review existing due diligence materials (ex. haz mat assessments, topo survey, easements, CC&Rs, if applicable)	PCSD	CLIENT
	Coordinate transaction components (ex. ALTA, title)	PCSD	CLIENT
	Manage entitlements and variances process	PCSD	CLIENT
	Manage easements and covenants	PCSD	CLIENT
	Confirm LEED or other state requirements such as CHPS (from Client, District, or other state entity)	PCSD	CLIENT
Team Assembly - A&E / Consultants / Preconstruction Contractor			
	Manage RFP preparation, proposal review, interview, and selection process of various Client contracts and services:		
	Architect & Engineering (MEP, Structural, etc.)	PCSD	CLIENT
	- Civil Engineer	PCSD	CLIENT
	- General Contractor	PCSD	CLIENT
	- Surveyor (ALTA, Topo, wall check, building plat, etc.)	PCSD	CLIENT
	- Geotech Engineer	PCSD	CLIENT
	- Environmental Consultant (Phase 1, Hazmat Surveys, etc)	PCSD	CLIENT
	- Lead and Asbestos Consultant/Industrial Hygienist	PCSD	CLIENT
	- CEQA Consultant	PCSD	CLIENT
	- Traffic Engineer	PCSD	CLIENT
	LEED or CHPS Consultant	PCSD	CLIENT
	Permit Expeditor (if applicable)	PCSD	CLIENT
	3rd Party Plan Review (if applicable)	PCSD	CLIENT
	Wage Scale Monitoring, if not provided by GC	PCSD	CLIENT
	Materials Testing & Inspections	PCSD	CLIENT
	3rd Party Code Inspections (Inspector of Record), if applicable	PCSD	CLIENT
	- Special Inspections / Testing Services	PCSD	CLIENT
	- Access Control / Security	CLIENT	
	- Communication Cabling	CLIENT	
	Audio Visual	CLIENT	
	- Signage	PCSD	CLIENT

Scope of Services		August 29, 2023	
Project:	NAVIGATOR SCHOOLS	Responsible Party	
		Primary	Supporting
Commissioning Agent		PCSD	CLIENT
Negotiate and finalize contract terms including fees		PCSD	CLIENT
Coordinate any documentation needed by financing (if applicable)		CLIENT	PCSD
Coordinate submission to any local or state agencies and authorities		PCSD	CLIENT
DESIGN PHASE			
Administrative			
Facilitate design meetings, including setting agenda		PCSD	
Prepare and maintain issue tracking log		PCSD	
Review and edit A&E meeting minutes and submit notes to file as needed		PCSD	CLIENT
Establish requirements for permit and bid package issuances		PCSD	
Attend Project presentations to School and/or Charter School Board, as needed		PCSD	CLIENT
Coordinate Client's relationship with neighbors (informational meetings, approval meetings, update meetings, newsletters)		CLIENT	PCSD
Programming			
Prepare outline program of spaces (indoor and outdoor)		CLIENT	PCSD
Verify LEED / CHPS / Sustainability strategy		PCSD	CLIENT
Generate performance criteria / specifications for Client's technical systems:			
- Information technology		CLIENT	PCSD
- Access control / security		CLIENT	PCSD
- Communications		CLIENT	PCSD
Audio-visual		CLIENT	PCSD
Budget & Schedule Tracking			
Manage contractor cost estimating of design packages		PCSD	
If required, manage value engineering effort to ensure costs are consistent with Client budget goals		PCSD	CLIENT
Provide regular budget updates (hard and soft cost line items budget/commitments/actual expenditures):		PCSD	
Update cash flow projections		PCSD	
Review and approve all invoices related to Project budget commitments		PCSD	
Package and coordinate monthly draw request for funding		PCSD	CLIENT

Scope of Services		August 29, 2023	
Project:	NAVIGATOR SCHOOLS	Responsible Party	
		Primary	Supporting
	Manage design team to ensure various design packages are issued in accordance with Project Schedule	PCSD	CLIENT
	Monitor and maintain overall Project schedule	PCSD	CLIENT
	Provide paid invoice check numbers and dates on a monthly basis, as needed, to ensure accurate project accounting	CLIENT	
	Provide timely and complete responses to school-related design questions in efforts to maintain the design schedule	CLIENT	PCSD
Quality Control			
	Provide design reviews/mark-ups of drawings and specifications at various stages of design	PCSD	CLIENT
	Draft and issue approval memo to proceed into next phase of design	PCSD	
	Issue updates to Program Document, as required	CLIENT	PCSD
	Oversee any LEED credit tracking and initial 'design submission' to any reviewing entities	PCSD	
FF&E			
	Prepare and update list of FF&E items to be purchased	CLIENT	
	Facilitate design coordination between Architect and Client related to FF&E requirements	PCSD	CLIENT
P	Manage technical and design input on low voltage systems as required during Design to ensure accuracy in AE drawings and specifications.	CLIENT	
	Coordinate the installation of Client's low voltage requirements	PCSD	CLIENT
Permitting & Utilities			
	Monitor and participate in researching, submitting and securing approvals from all applicable agencies (e.g., environmental, regulatory, etc.)	PCSD	CLIENT
	Monitor and participate in applying for and securing new and/or replacement utility services:		
	- Water	PCSD	CLIENT
	- Gas	PCSD	CLIENT
	- Electricity	PCSD	CLIENT
	- Phone	CLIENT	PCSD
	- Internet Service Provider	CLIENT	PCSD
CONSTRUCTION PHASE			

Scope of Services		August 29, 2023	
Project:	NAVIGATOR SCHOOLS	Responsible Party	
		Primary	Supporting
Administrative			
	Attend regular construction team meetings	PCSD	CLIENT
	Review and edit contractor meeting minutes or submit notes to file as needed	PCSD	
	Manage questions/issues raised by contractor and facilitate resolution	PCSD	CLIENT
Bidding			
	Manage the construction bid process and negotiation of GMP	PCSD	CLIENT
	Review overall proposed Schedule of Values	PCSD	
	Create a wish list for contingency and capital campaign efforts	CLIENT	PCSD
	Coordinate proposed change order process, including documentation requirements	PCSD	
Budget & Schedule Tracking			
	Prepare and maintain construction contract log	PCSD	
	Review, manage and negotiate Proposed Change Orders	PCSD	CLIENT
	Attend Change Order meetings with contractor and design team	PCSD	
	Provide timely responses to school-related RFI and Change Order questions as required,	CLIENT	PCSD
	Track construction costs and identify variances from budgeted amounts, including exposures against construction contingencies	PCSD	
	Provide regular budget updates (hard and soft cost line items/budget/commitments/actual expenditures)	PCSD	
	Update cash flow projections as needed	PCSD	
	Review and approve all invoices related to project budget commitments and submit to CLIENT for payment	PCSD	
	Pay all Project invoices	CLIENT	
	Package and coordinate monthly draw request for funding	PCSD	
	Track contractor's schedule progress and flag items of concern for contractor's response	PCSD	
	Monitor and maintain overall Project schedule	PCSD	
Quality Control			

Scope of Services		August 29, 2023	
Project:	NAVIGATOR SCHOOLS	Responsible Party	
		Primary	Supporting
	Monitor work of contractor to ensure compliance with design documents and quality of work (PCSD may rely on the opinion of 3 rd parties such as architects and inspectors to confirm compliance)	PCSD	
	FF&E		
	Assist in coordinating contractor's work with installation of FF&E	PCSD	CLIENT
	Assist in coordinating contractor's work with installation of other Client-provided work (telecom, security, A/V, etc.)	PCSD	CLIENT
	Utilities		
	Facilitate coordination between utility companies and contractor regarding new services into Project	PCSD	CLIENT
	Coordinate between Client and utilities in establishing billing accounts	CLIENT	PCSD
	Substantial / Final Completion		
	Facilitate final inspection approvals and issuance of Certificate of Occupancy	PCSD	
	Coordinate development of punch-list and contractor's completion thereof	PCSD	
	Facilitate turnover of Project from construction team to property management and/or school operations (including systems training)	PCSD	
	Manage contractor's assembly of closeout materials (including O&M information as required)	PCSD	
	- Ensure proper distribution to operational personnel	CLIENT	
	Coordinate receipt/distribution of as-built documents	PCSD	
	If GMP, review final construction costs and negotiate final GMP amount and appropriate distribution of Project savings, if any	PCSD	
	Confirm receipt of lien waivers and other closeout documents required for contractor's final payment	PCSD	
POST CONSTRUCTION PHASE			
	Administrative		
	Facilitate resolution to any construction/warranty issues raised during first six (6) weeks of occupancy	PCSD	
	Provide final archive to Client of all key Project documents.	PCSD	CLIENT

Scope of Services		August 29, 2023	
Project:	NAVIGATOR SCHOOLS	Responsible Party	
		Primary	Supporting
	If Applicable, assist LEED consultant in submission of final certificate application to USGBC and distribution of certification upon receipt	PCSD	CLIENT
	Assist Client in preparing any financing/funding entity closeout requirements	PCSD	CLIENT

EXCLUDED SERVICES:

Each of the following services related to the Property, Buildings or Project shall be expressly excluded from the Services performed by PCSD pursuant to this Agreement (each an “Excluded Service” and collectively the “Excluded Services”):

- ◆ Architectural, engineering or other design services or the conformance of any design or implementation with any applicable legal standards or requirements
- ◆ General contracting
- ◆ Legal service in relation to any legal practice area
- ◆ Safety program design or enforcement
- ◆ Accounting services
- ◆ Investment advisory services
- ◆ Municipal advisory services
- ◆ Environmental consulting or assessment, related mitigation or monitoring
- ◆ Quantity surveying or cost estimating
- ◆ FF&E procurement, including the following items:
 - ◆ Lunch tables
 - ◆ Items that require approval by the Department of the State Architect, such as exterior canopies & awnings, unless otherwise specified
 - ◆ School & office equipment or furnishings
- ◆ Low voltage data beyond the coordination of installation on the Project, phone, PA system, clock, security, or card reader wiring/equipment/planning
- ◆ Kitchen, food prep, and food serving equipment
- ◆ Equipment needed to execute future maintenance
- ◆ Any operational permits or fees required to operate a public charter school
- ◆ Property management

In accordance with this Agreement, PCSD may oversee the management and/or scheduling of third-party licensed professionals, contractors and vendors contracted with the Client in the course of rendering the services set forth in this Exhibit B. However, PCSD shall not have any formal control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, acts, omissions, or safety precautions and programs of any third-party professionals, contractors, or vendors. Furthermore, PCSD shall have no responsibility for i) design or for ensuring that such design or its implementation is in compliance with applicable laws and code; or ii) the discovery, presence, handling, removal, disposal of or exposure of persons to hazardous materials in any form at or around the Property.

As such, PCSD shall not be named as a party to any action brought by Client in matters of design errors and omissions, construction defects, jobsite accidents, or any other event relating to or arising out of any contract between Client and any third-party professionals, contractors or vendors, or any of the above Excluded Services. PCSD shall be specifically indemnified by Client and by the general contractors, sub-contractors, architects and other design consultants contracted with by Client and working on the Project against actions

brought against PCSD in relation to such contracts or Excluded Services, but excepting from each instance any Losses and Liabilities that are found by a court or forum of competent jurisdiction to have been caused by the sole gross negligence or willful misconduct of PCSD. Client shall cause its contracts with such third parties to contain a written indemnification of PCSD in form reasonably satisfactory to PCSD, as determined in its sole discretion.

[END OF SCOPE OF SERVICES]

EXHIBIT C

INSURANCE

Contractor Insurance Coverage

1. Client shall require its General Contractor to maintain commercial general liability insurance in the minimum amount of \$2,000,000 and all other contractors, subcontractors and suppliers performing work on, to or for the Project to maintain commercial general liability insurance in the minimum amount of \$1,000,000 and to cause Client and PCSD and its Board of Directors, officers, employees, and agents to be named as additional insureds on such policies.

PCSD Insurance Coverage

1. PCSD shall, at its sole cost and expense, procure and maintain, for the duration of this Agreement, the following insurance coverages:
 - a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, and cross liability protection.
 - b. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness and \$1,000,000 in aggregate.
 - c. Professional liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$1,000,000 annual aggregate coverage.

Client Insurance Coverage

1. Client shall, at its sole cost and expense, procure and maintain, for the duration of this Agreement, the following insurance coverages:
 - a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, and cross liability protection.
 - b. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness and \$1,000,000 in aggregate.
 - c. Professional liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$1,000,000 annual aggregate coverage.
 - d. Property insurance insuring against and covering (i) the building and all other improvements in, on, or to the Property (including, but not limited to, fixtures and

improvements that may be made by or on behalf of Client), and (ii) trade fixtures, merchandise, and other personal property from time to time in, on, or upon the Property. Such policies shall include coverage in an amount not less than one hundred percent (100%) of the actual replacement cost of the insured property from time to time during the term of this Agreement.

- e. Builder's risk insurance in an amount equal to the full replacement value of the improvements being constructed on the Property by or for the benefit of Client in relation to the Project for the duration of any work performed on the Property in relation to the Project.
2. The following insurance endorsements shall be required:
 - a. **ADDITIONAL INSURED.** On Client's Property, Builder's Risk and CGL insurance policies PCSD, its Board of Directors, and its officers, employees, and agents shall be named as additional insureds. The policies must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage to PCSD, its Board of Directors, or its officers, employees, or agents. The CGL additional insured endorsement must provide additional insured status while the work is being performed and after the work has been completed for a period of not less than one (1) year.
 - b. **CANCELLATION.** On each of Client's insurance policies it shall obtain an endorsement which provides that PCSD is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
 - c. **PRIMARY.** On each of Client's insurance policies it shall obtain an endorsement which provides that the insurance afforded by the respective policy is primary to any insurance or self-insurance of PCSD, its Board of Directors, officers, directors, employees, or agents with respect to operations of the insured. Any insurance maintained by the PCSD, its Board of Directors or its officers, employees, or agents shall be in excess of the Client's insurance and shall not contribute to it.
 - d. **WAIVER OF SUBROGATION.** On each of Client's insurance policies it shall obtain an endorsement which provides that the insurer will waive its right of subrogation against PCSD, its Board of Directors and its officers, directors, employees and agents with respect to any losses paid under the terms of the respective policy which arise from work performed by Client in relation to this Agreement.
 - e. **SEVERABILITY OF INTEREST** On each of Client's insurance policies it shall obtain an endorsement which provides that the Client's insurance shall apply separately to PCSD, its Board of Directors, officers, employees, and agents against whom a claim is made or suit is brought, except with respect to the limits of Client's liability.

Miscellaneous

1. Each Party shall furnish to satisfactory proof of each of the above insurance policies, as applicable, within thirty (30) days following the execution of this Agreement, and at least thirty (30) days prior to expiration of any insurance required herein shall furnish to the other Party renewal

documentation. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf.

2. The insurance required herein must be placed with carriers admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VII or greater as reported by A.M. Best Company or equivalent.
3. If either Party fails to maintain any required insurance, the other Party shall have the right, but not the obligation, to take out such insurance, and, if PCSD, add the amount of the premium to any sums owed to PCSD under this Agreement or, if Client, deduct and retain the amount of the premium from any sums payable to PCSD.
4. The insurance procured and maintained by each Party in accordance with this Agreement shall not be construed or operate to in any way limit such insured Party's indemnification obligations under this Agreement.

Coversheet

Investment Policy

Section: III. Topical Presentations
Item: A. Investment Policy
Purpose: Vote
Submitted by: Caprice Young
Related Material: Investment Policy 2023 08 29.pdf

BACKGROUND:

Currently, Navigator Schools maintains approximately \$11 million in accounts earning less than 0.5% APR interest. Because our monthly burn rate is less than \$3.5 million, we could earn a considerable amount if these reserves were invested conservatively in higher-earning accounts. This item establishes an investment policy through which the CEO & Superintendent could invest these funds with appropriate board oversight. Normally, an item like this would go to the Finance Committee prior to approval. In this case, even 30 days of interest is significant. Therefore, I recommend that the board approve this basic policy and then have the Finance Committee take the time at its next meeting to consider any changes.

RECOMMENDATION:

Approve and send to the finance committee

NAVIGATOR SCHOOLS INVESTMENT BOARD POLICY

Board Policy # _____

Adopted: August 29, 2023, Gilroy, California

Summary

Navigator Schools may have “excess” cash, i.e., balances in excess of immediate working capital needs and/or cash gifts that are earmarked for future use. Such excess cash balances (“Funds”) shall be subject to this Investment Policy and shall be invested conservatively to generate a reasonable return over time. Asset allocation criteria are subject to adjustment by the Board of Directors of Navigator Schools (the “Board”) upon market conditions and changing investment strategies. Other monies considered to be working capital and not approved for such transfer will be maintained in insured bank accounts (preferably interest-bearing) up to the FDIC insurable amount and/or other cash equivalents that are the unencumbered property of Navigator Schools as defined herein.

Purpose

The purpose of this policy is to set forth the standards and guidelines governing the investment and management of Navigator Schools financial assets in compliance with donor, state, and federal laws and regulations, if any. This policy governs the investment of two groups of funds: the long-term/endowment pool and the short-term/operating cash pool. Because each pool has a different objective, this investment policy addresses them separately. This policy also defines the responsibilities of the governing board and any other party involved in managing Navigator Schools investments; and identifies or provides permissible investments, target asset allocations, and diversification requirements.

Basic Premise

The basic premise of the Funds is to provide ongoing financial support for Navigator Schools educational initiatives and unrestricted needs. The primary investment objectives are capital preservation, income, and attainment of consistent investment performance comparable to general market indices.

An independent, professional investment manager will manage the Funds. The investment manager must be able to serve as a fiduciary to Navigator Schools. Regular quarterly reporting by the investment manager is expected. Selection of the investment manager is based on bids submitted by at least three firms. Investment managers shall certify that they maintain policies and practices that affirmatively promote equal employment opportunities for women and for persons of all races, national origins, religions, and with disabling conditions. Allocation of Funds to more than one investment manager is possible.

Annually the Board shall review this policy and the investment manager’s performance.

Investment Objectives

The primary short-term financial objectives of the Funds are:

1. To earn the highest possible yield consistent with a prudent level of risk. The Funds primary interests are oriented towards the preservation of capital, income, and safety.
2. To maintain the purchasing power of the Fund's assets in real terms.
3. To create a stream of investment yields to ensure the Fund has continued growth.
4. To maintain sufficient liquidity to meet Navigator Schools needs.

General Guidelines and Objectives for Investments

These investment guidelines are adopted to ensure that:

1. There is a clear understanding among fiduciaries, Board members, and investment managers of the standards and guidelines to be followed in the handling of the Funds.
2. Navigator Schools and all other fiduciaries have suitable criteria in place to measure and evaluate the performance and suitability of the investments.

Performance objectives shall be pursued through the implementation of an investment program of reasonable risk exposure designed to achieve consistent results, with a strong emphasis on the preservation of capital. Asset allocation percentage limits are intended as guidelines rather than specific goals. Investment managers are expected to exercise reasonable judgment and discretion in interpreting and applying these guidelines.

Investment Pools

The primary purpose and objective of the long-term/endowment investment pool is to provide a sustainable maximum return consistent with prudent risk levels. The long-term/endowment pool provides a reliable source of funds for current and future use. It is held for Navigator Schools' exclusive use, benefit, and purpose.

The short-term investment/operating cash pool provides liquid assets to meet operating requirements. Funds in this pool consist of net assets with donor restrictions, net assets without donor restrictions, board-designated net assets, and agency funds.

Responsibilities and Delegation of Authority

The Board has ultimate responsibility for the prudent management of Navigator Schools investment assets. In carrying out its responsibilities, the Board may delegate authority for the oversight of investments to the Finance Committee. The Board or Finance Committee and their designees will act in accordance with this policy and all applicable laws and regulations. The Committee will review this policy annually and make recommendations to the Board for any necessary revisions to support Navigator Schools' investment objectives. All participants in the investment process shall act responsibly and in a manner that is consistent with their roles as fiduciaries of Navigator Schools.

It is the responsibility of the Finance Committee to review and approve this policy, which addresses the following:

- Asset allocation targets.
- Investment guidelines relating to eligible investments, diversification and concentration restrictions, and performance objectives.
- Acceptable risk levels.
- External investment manager, consultants, bank custodian(s), and/or other experts, as needed, to manage the investments in accordance with this policy.
- Monitor the external investment managers and other experts' adherence to this policy and evaluate the performance of the portfolio using the objectives and guidelines stated herein.
- Evaluate and recommend changes to the asset allocation targets and ranges, as necessary, to achieve the investment performance goals.

It is the responsibility of the external investment manager to

- Advise Navigator Schools when they become aware of a downgrade that, had it been in effect at the time of purchase, would have prevented the investment from being permitted under the above constraints.
- Screen and evaluate investments based on environmental, social, and governance factors to ensure alignment with Navigator Schools' mission.
- Invest the assets placed in their care in accordance with this policy.
- Report monthly investment performance results to management.
- Communicate any major changes in the economic outlook that may impact the investment strategy to the investment committee chair and management.
- Present annually to the Board of Directors.
- Agree to a plan for the disposition of the investment.

Prohibited Investments

Additionally, the investment manager is prohibited from investing in the following, unless specifically authorized by the Investment or Executive Committee in a separate written agreement:

- Securities purchased on margin or via short sales.
- Securities of an investment manager, its parent, or its affiliates
- Futures, forwards, and options.
- Illiquid securities, such as private placements or private investment funds.
- Commodities or commodity contracts.
- Direct investment in real estate investment trusts (REIT) or real estate partnerships.
- Non-marketable securities or those for which no public market exists (except for time deposits, repurchase agreements, and money market funds).
- Collateralized Mortgage Obligations (CMO) and other Collateralized Debt Obligations (CDO).
- Unrated securities, except for money market funds, repurchase agreements, and time deposits.
- Securities issued by companies that engage in activities deemed counter to Navigator Schools's mission. Refer to 'Schedule A' for a list of restrictions.

Long-term Investment/Endowment Pool

The primary purpose and objective of the long-term/endowment investment pool is to provide a sustainable maximum return consistent with prudent risk levels.

The long-term/endowment investment pool aims to provide real returns of 4.0%-6.0% above inflation over long periods.

Investment Guidelines

Investment managers are expected to adhere to the following guidelines unless otherwise noted in an addendum to this policy or in a separate written agreement with the manager. General guidelines and cash equivalents guidelines outlined below apply to all investment managers.

Approved Investments

Permitted investments include:

- Global equities. Equity investments in U.S. and international companies that are typically among the most liquid and well-researched opportunities, including dividend-oriented equity securities such as Preferred Stocks, Real Estate Investment Trusts, and Master Limited Partnerships so long as those securities do not create Unrelated Business Taxable Income (UBTI).
- Hedge Funds/absolute return. Intended to supplement traditional equity portfolios, hedge funds generally combine long positions with short positions to reduce overall equity market exposure.
- Publicly Traded Real assets. Investments include those assets for which the primary purpose is to provide a potential hedge against inflationary pressures and to achieve overall portfolio diversification.
- Equity investment in any single issue at the time of purchase shall not exceed 10% of the total value of the combined equity portfolio.
- No investment shall be made knowingly in private placements, options, commodities, real estate, or mortgages. Margin, short sales, and venture capital transactions are not to be used. No investment shall be made which would constitute a “prohibited transaction” under the “prudent man rule.”
- Common stocks suitable for investment must be of companies listed on a nationally recognized exchange in the United States and/or outside the United States, or if traded over the counter, must be of companies that have demonstrated a record of marketability at the time of purchase.
- Non-U.S. equities are permitted up to 55% of total equities. These investments will be in companies with a market capitalization of at least \$ 1 billion. Up to 15% of total equities are permitted in securities of companies based in qualified developing economies.
- Fixed income and cash. The goal for fixed-income assets is to provide diversification for the total portfolio, reduce the overall volatility of the portfolio, and generate periodic, predictable cash flows for use to support annual spending needs.
 - Global corporate and government bonds
 - High-quality mortgage-backed securities
 - High-quality asset-backed securities
 - Cash equivalents.

Asset Allocation Targets for Long-Term Investments

Asset Category	Target	Range
Global equities	40%	30%–60%
Hedge funds/absolute return	5%	0%–15%
Publicly Traded Real Assets	5%	0%–10%
Fixed income and cash	50%	30%–60%

Short-term Investment/Operating Cash Pool

The primary investment purpose and objectives of the short-term/operating cash pool are to preserve capital, maintain necessary liquidity, and earn income.

Approved Investments

Permitted investments include:

- Certificate of deposit - Negotiable certificates of deposit, money market funds, bankers' acceptances, and floating rate notes issued by or time deposits placed with banks.
- Money market funds with a Moody's rating of AAA or Standard and Poor's rating of AAA.
- United States Treasury bills, notes, bonds, zero coupon bonds, Separate Trading of Registered Interest and Principal of Securities (STRIPS), and Treasury Inflation-Protected Securities (TIPS).
- Securities issued by federally related institutions (with full faith and credit backing by the U.S. government).
- Commercial paper with minimum ratings at the time of purchase of A-1 (S&P) or P-1 (Moody's) - issued by large companies domiciled in the U.S. No more than 10% of the Navigator Schools Fixed Income Investment Assets shall be invested in the commercial paper of any single issuer.
 - Corporate notes and bonds if rated by at least two of the three rating agencies, and those ratings at the date of purchase are A3 by Moody's, A1 by Standard and Poor's, and A by Fitch.
 - No more than 5% of Navigator Schools Fixed-Income Investment Assets shall be invested in the debt of any single issuer. However, up to 15% of bonds can be invested in lower-rated bonds (BB and below). The bond portfolio may invest up to 25% of assets in bonds of corporations and government entities outside the United States.
 - The total bond portfolio will have an average duration of no more than six years and an average life of no more than eight years.
- Repurchase agreements secured by the U.S. government and federal agency obligations, which all have market values of at least 102% of the amount of the repurchase agreement.

Asset Allocation Targets for Short-Term Investments

Asset Category	Target	Range
Cash and cash equivalents	10%	0%–100%
Fixed income	90%	0%–90%

Guideline for Transactions

Except under unusual circumstances, all transactions should be entered into on the basis of best execution, which means the best realized net price.

Endowments, when created, shall be considered Funds. Conversion shall occur within 24 hours of receipt.

Monitoring of Objective and Results

- All objectives and policies are in effect until modified by the Board, which will review them at least annually for their continued appropriateness.
- If at any time any manager believes that any policy guideline inhibits their investment performance, it is their responsibility to communicate this view to the Board.
- The total fund will be monitored on a continual basis for consistency of investment philosophy, return relative to objectives, and investment risk.
- Investment managers will report the following information to Navigator Schools quarterly: market value of the Funds under management, interest income (if any), dividend income (if any), gains/losses (net of all commissions), and purchases and sales.
- Regular communication concerning investment strategy and outlook is expected.
- The investment manager shall meet with the Board (or its designee) at least annually and more often as appropriate.
- The Board will annually review the related services provided to Navigator Schools, including custody services, performance evaluation, and consulting.

Allocation of Investment Income or Loss

From time to time, Navigator Schools may receive certain gifts with temporary restrictions. Based on their evaluation of the fulfillment of these restrictions, staff may recommend that such gifts be considered Funds. Additionally, permanently restricted gifts must be considered Funds. The books and records of Navigator Schools shall reflect a reasonable and fair allocation of the investment income or loss to these funds.

Unless restricted as described above, interest income from the fixed-income investments shall be reinvested or transferred from the Funds and used to fund Navigator Schools operations. Cashflow generated by equity investments shall remain in Funds to maximize market value.

Liquidation of Funds

From time to time, it may be necessary to liquidate a portion of Funds to cover certain expenditures. The forecasting of such events shall be integrated into the budgeting process. Any such liquidation requires Board approval.

Appendix A:

Restricted Investments

Objective: The list below specifies the investments Navigator Schools is restricted against purchasing when allocating capital towards the markets.

- Alcohol
- Firearms
- Tobacco

Any categories that should be added to the list will require approval by the Navigator Schools board.

Coversheet

Approval of Contract for Watsonville Yoga, Dance, and Healing Arts

Section: III. Topical Presentations
Item: B. Approval of Contract for Watsonville Yoga, Dance, and Healing Arts
Purpose: Vote
Submitted by: Caprice Young
Related Material: WPS Yoga ELOP Memo and Contract.pdf

BACKGROUND:

These courses will be provided during our afterschool program. This item is funded through state dollars allocated to Extended Learning Opportunities Programs.

RECOMMENDATION:

Approve



Date: August 19, 2023
 To: Board of Directors
 From: Kirsten Carr
 Subject: Expanded Learning Opportunities Program - Watsonville Yoga

Board Action

It is recommended the Board authorize the CEO to execute the attached Memorandum of Understanding between Navigator Schools and Watsonville Yoga, Dance, and Healing Arts to provide services through the Expanded Learning Opportunities Program (ELOP) to Watsonville Prep School (WPS).

Background

To provide additional services and strengthen the Expanded Learning Opportunities Program at Watsonville Prep School, Watsonville Yoga will offer a variety of dance and athletic enrichment classes including folklorico, basketball, and African dance.

The proposed costs of the program are outlined below:

Program Costs, Watsonville Yoga

120 students	1,584 hours
	\$118,000

Recommendation for 2023-2024

It is recommended the Board authorize the CEO to execute the attached Memorandum of Understanding between Navigator Schools and Watsonville Yoga.

Attachment

-Memorandum of Understanding

PROPOSAL

CLIENT Watsonville Prep School, within Navigator Schools (the "Client")
Contact person: Parisa Foadian, parisa.foadian@navigatorschools.org

CONTRACTOR Linda Aron, dba Watsonville Yoga, Dance and Healing Arts (the "Contractor")

EXECUTIVE SUMMARY Founded in 2016, our studio offers highly experienced, talented and culturally grounded teachers to the community in a variety of styles of Yoga and world dance and movement arts. We have been offering youth classes in Capoeira, Ballet Folklorico, African drumming and dance, Hip Hop and Karate since 2016 and have since expanded our offerings within schools to include many other cultural and movement styles.

PROJECT OVERVIEW The Client is seeking services for the following: After School Program enrichment classes for Watsonville Prep School. The Client has requested services for Folklorico, African Dance, Capoeira and Basketball for TK-5th grade youth. This proposal outlines the Contractor's qualifications, services, and estimated costs for completing the proposed project.

DELIVERABLES The Contractor will complete the following deliverables: 48 hours a week of instruction in total in Folklorico, Aztec Dance, Basketball, Zumba Kids, and Lyrical Poetry/Hip Hop. Held weekly, 4 hours per day in each subject area, with teachers coming on two days a week (exact days to be determined). Our instructors are certified professionals in their fields and are covered by the Contractor's liability and Worker's Comp insurance. These services are to be provided from September 5, 2023 until June 2024 at a rate of \$75/ hour, totalling 33 weeks of instruction.

TIMELINE The Contractor can start work on September 5, 2023.

EXPERIENCE AND QUALIFICATIONS Watsonville Yoga has provided weekly classes to youth and for staff of the Santa Cruz County Office of Education, Pajaro Valley Unified School District, and the Catholic Charities Diocese of Monterey. We currently serve Nordic Naturals, the City of Watsonville, Santa Cruz County Parks Friends, and Salud Para la Gente by appointment for over six years. We provide bilingual services in Spanish and English, by request. Our studio hosts 15 classes a week at our location in Watsonville for the general public, as well, since its inception in 2016.

PROFESSIONAL CERTIFICATIONS • We employ experienced and Certified instructors and try to hire locally. Our employees are covered under our liability and Workers Comp insurance.

VALUE ADD Creativity, fun, physical coordination and skill-building, stress reduction, community bonding, and improved fitness come along with an exciting learning journey for participants.

PAST PROJECTS For eight years from 2005-2013, the Contractor, as an individual, managed the afterschool program for Valencia Elementary School within the Pajaro Valley Unified School District. The Contractor started Watsonville Yoga in 2016 to serve our unique community with bilingual access to holistic health and cultural dance and movement. More recently, alongside operating the studio's weekly schedule for the general public, the Contractor has expanded services to 110 hours per week at elementary and middle schools with the Pajaro Valley Unified School District's Expanded Learning Program since November 2022. Their partnership continues - and has been met with rave reviews from Assistant Principals, teaching staff, and children.

YOUR INVESTMENT The Contractor estimates the following pricing for the deliverables in this project: \$118,800

DESCRIPTION OF COST:: One-hour classes are to be provided from September 5, 2023 to June 7, 2024 at a rate of \$75/ hour. There are 167 instructional days on the PVUSD calendar, and 33 weeks of instructional time. The total number of instructional hours performed will be 1,584. A budget for 1,584 hours at a rate of \$75/hour makes the total cost for this proposal: \$118,800.

TERMS The pricing in this proposal is valid for 60 days. .

FACILITIES Facilities may be determined by Navigator Schools, at their location at Watsonville Prep School.

FULFILLMENT OF SERVICES -

INSTRUCTOR ABSENCE: If our instructor is unable to teach a scheduled class, we will provide a substitute. We will communicate with Client staff any time that a sub is arranged.

CANCELLATION POLICY: We require 48 hours notice of cancellation to avoid full billing for any class date that needs to be postponed.

NEXT STEPS To discuss your project further and formalize this agreement, please reach out to Linda Aron, Owner, at:

Watsonville Yoga, Dance and Healing Arts

Ph: (831) 713-9843, email: garudayogini@gmail.com

Website: www.watsonville.yoga

Prepared and respectfully submitted on August 8, 2023 by Linda Aron, Owner

Coversheet

Larson Communications Proposal

Section: III. Topical Presentations
Item: C. Larson Communications Proposal
Purpose: Vote
Submitted by: Caprice Young
Related Material: Navigator Schools Communications Proposal.pdf

BACKGROUND:

This item allows us to procure the services of Larson Communications, a communications consultant who has previously worked for Navigator providing Public Relations Support. In the 2023-24 budget, resources were allocated for a full-time Communications Coordinator; however, that person generously agreed to serve as the Interim Principal of Hollister Prep until a long-term principal can be identified. As that may take several months, we are proposing that Larson Communications be retained on a month-to-month basis until their services are not required. The funding for this is already in the existing 2023-24 budget through the reallocation of the funds budgeted for the fully allocated cost of the Communications Coordinator and related costs.

RECOMMENDATION:

Approve



Navigator Schools Communications Proposal

TO: Caprice Young Kirsten Carr
Consultant Director of Engagement and Partnerships
Navigator Schools Navigator Schools

FROM: Gary Larson Heather Vega
President Vice President
Larson Communications Larson Communications

RE: Navigator Schools' Communications Proposal

DATE: Aug. 22, 2023

Background and Introduction

Larson Communications (LC) is the only strategic communications firm in the nation specializing in public education reform. Since its inception in 2007, LC has worked selectively with groups that are committed to advancing academic achievement and increasing access to quality educational opportunities. We help organizations tell their stories and specialize in five key areas of communications: strategic positioning, public relations, digital recruitment and advocacy, branding and marketing, and social media.

LC works with education leaders and organizations across the country, including public school systems, charter school networks, education technology organizations, advocacy and research groups, and higher education institutions. Many of our clients are particularly focused on improving education for students in underserved communities. We raise their visibility, strengthen their narratives, and work closely with them to plan and execute communications campaigns that inspire their communities, so that they can have the greatest possible impact on students' lives. We also use our decades of experience in education policy and politics to advise clients as they navigate the challenges of education reform.

Larson Communications would like to support Navigator Schools to:

- **Strengthen internal communications to engage existing families, staff and external stakeholders, and**
- **Build awareness of Navigator schools in their respective communities to attract and engage potential students and families as well as soften the ground for long-term expansion efforts.**

What follows is a proposal for what we recommend based on Navigator's goals.

Scope of Services

Our work would be conducted in two phases:

1. Phase I (*the first 90-120 days*) will focus on the tools Navigator uses to share its story proactively. It will begin with an audit of all owned channels, resulting in a recommended plan of action to

strengthen the content, create alignment across websites and social channels, and provide training and capacity building to empower the Navigator team to own updating in the future.

2. Phase II (*After 90/120 days through June 2024*) will focus on building awareness and recognition of Navigator’s model externally through proactive storytelling as well as stakeholder engagement to soften the ground for expansion in 2025.

To do this work well, we must work collaboratively and flexibly through our partnership. This partnership will likely include the following elements:

Communications Strategic Plan

LC will develop a communications strategic plan for all owned and proactive communications efforts. To build Phase I of this plan, LC will conduct a full audit of owned channels (including websites, social media, stakeholder communication, parent apps, etc.) to identify opportunities, make recommendations and create an action plan to guide our workflow. As part of this, and in preparation for Phase II, we will also hold a strategic planning session where we will identify (or refine) Navigator’s key differentiators which will serve as the foundation for clear and resonant messaging and will be leveraged across platforms. We will also identify Navigator’s vulnerabilities and proactively develop messaging that addresses those while communicating a path forward. The resulting plan will include a calendar of all communications activities for the length of LC’s engagement with Navigator.

Aligning and Improving Owned Media

The strategic plan will guide our efforts to meet our Phase I goals. The results of our comprehensive audit of your owned channels will inform our approach to updating Navigator's websites, aligning and improving the network’s social media sites, and our recommendations for engaging with your parent community. This part of the work will ensure consistent branding and messaging across all platforms.

Once we build updated websites and set up social media channels, we will want to build capacity of the Navigator team to keep these channels up-to-date and engaging and pivot to proactive storytelling/ground softening.

Social Media Strategy and Management

Social media is a tool that allows schools to differentiate themselves and show their individual personalities while aligning with Navigator’s overall brand and messaging. Regular engagement with your social media audience will also raise its visibility in the community and with potential families. To do this well, owners of social media must have a plan that includes regular posting and engagement and aligns with network-wide themes. LC will execute a training for all Navigator team members responsible for social media at each campus and develop tools for them to plan their postings. LC will also develop monthly social media toolkits that include themes, recommended posts and tips for engaging with your social media audience. LC can also create content for and manage Navigator’s social media presence on an interim basis while identifying a long-term owner of this organizational function.

Proactive Communications Campaigns

Generating a positive cadence of visibility for Navigator’s schools – in Gilroy, Hollister, Watsonville and Hayward – will raise awareness of your success and allow Navigator to take credit for their good work. Proactive communications allow Navigator to define itself on its own terms, build affinity to the organization amongst staff, and support student and staff recruitment. LC will develop a steady cadence of announcements or targeted pitches that reinforce Navigator’s key differentiators. Resulting stories will be amplified using Navigator’s owned media platforms.

This work includes developing story ideas, interviewing internal stakeholders, producing press releases and pitches, conducting key staff media prep as necessary, and executing media relations.

Stakeholder Communications

Regular communications that reinforce Navigator's key messages to its stakeholders – including families, staff and external partners – keep everyone informed, provide an opportunity to celebrate successes and build affinity to the organization. LC will develop a calendar for stakeholder communications and work with the Navigator team to develop and execute each of the communications for dissemination. This can build off the work Kirsten Carr is doing to identify external stakeholders. Messages from stakeholder communications will be reinforced on social media so that Navigator's branding is consistent across all platforms.

Investment

To execute on the project scope laid out above, LC recommends a retainer agreement of \$10,000 per month through the end of the fiscal year, Sept. 1, 2023 through June 30, 2024.

Conclusion

LC is very excited about the opportunity to work with Navigator Schools to reach target audiences during this important moment in the network's history. We look forward to continuing the conversation about our work together. Please let us know what you think!

Coversheet

School Connected Organizations Policy

Section: III. Topical Presentations
Item: D. School Connected Organizations Policy
Purpose: Vote
Submitted by: Caprice Young
Related Material: School_Connected_Orgs_Memo_and_Policy 20230824.pdf
MOU - Exhibit A.pdf

BACKGROUND:

This item would establish a policy designed to make it easier for family volunteers to participate in school booster club leadership. The Navigator Support Office would take responsibility for the administrative functions (accounting, legal, insurance), freeing the parents to concentrate on student-focused activities and providing year-to-year continuity of services. Although it would increase the staff time required to support the clubs and have Navigator pay for the clubs' insurance (under \$500 per year per school), the benefit to the schools would be increased family support for scholars' activities.

RECOMMENDATION:

Approve

**NAVIGATOR SCHOOLS
SCHOOL-CONNECTED ORGANIZATIONS BOARD POLICY**

Board Policy #

Adopted: August 29, 2023, Gilroy, California

The Governing Board of Navigator Schools (“Board”) recognizes that parents/guardians and community members may wish to organize parent organizations and/or booster clubs for the purpose of supporting Navigator Schools (“Navigator”) and its educational and extracurricular programs and/or activities. The Board appreciates the contributions made by such organizations in support of Navigator’s mission and the Board's vision for high-quality educational and extracurricular opportunities for all Navigator students. The Board values the relationship between Navigator and the parent group(s) which are organized for the purpose of supporting Navigator’s educational and extracurricular programs and/or the individual schools operated by Navigator. Such school-connected organizations shall be recognized only if they comply with all of the conditions this policy, as set forth below.

Parent Involvement: A school-connected organization, including a booster club, parent-teacher association or organization must be properly formed, established, and maintained according to law in good standing as a separate legal entity, and specifically, a California non-profit public benefit corporation and a 501(c)(3) tax-exempt organization, with its own EIN. Such organization(s) shall be subject to its own bylaws and operational procedures, as applicable. In addition, activities by school-connected organizations shall be conducted in accordance with law, Board policies, administrative regulations, and any rules of the sponsoring school.

Relationship between School-Connected Organizations and Navigator Schools: In order to become a school-connected organization, the group shall submit sufficient information to Navigator for review and approval. Such information shall include, at a minimum, copies of their articles of incorporation, their bylaws, their tax-exempt determination letter, and their EIN. The school-connected organization shall enter into a memorandum of understanding (“MOU”) with Navigator that shall set forth the basis for the relationship. The school-connected organization must comply with the terms and conditions of the MOU in order to be recognized by Navigator and in order to be able to use the name of “Navigator Schools” and/or the name of the individual school being supported by the school-connected organization. Navigator will provide ancillary fiscal/operational support to the organization as set forth in the MOU.

Relationship between School-Connected Organizations and Navigator Staff: The directors, volunteers, or agents of a school-connected organization are not under the control or direction of Navigator staff. The directors, volunteers, or agents of a school-connected organization may not use the services of Navigator staff during regular work hours. The school-connected organization may not make any payment or offer any gifts to Navigator staff.

Fundraising: A school-connected organization shall request permission from Navigator to engage in their associated activities, including but not limited to fundraising. The school-connected organization must first obtain the prior written approval of Navigator's CEO & Superintendent (or designee) prior to soliciting funds upon the representation that the funds will be used wholly or in part for the benefit of Navigator, the school operated by Navigator which is being supported by the school-connected organization, or for Navigator students. The school-connected organization must provide Navigator's CEO & Superintendent (or designee) with an annual proposed list of fundraising activities which must be approved in advance. All directors and officers of a school-connected organization must certify that they have reviewed the *Attorney General of California's Guide for Charities: Best Practices for Nonprofits that Operate or Fundraise in California*, including specifically, chapter 9 regarding fundraising.

Navigator Facilities: Public schools are considered civic centers where under certain conditions school-connected organizations and other civic clubs may meet. Navigator may grant the use of any Navigator Schools' facility to a school-connected organization pursuant to a facility use agreement specifying the terms and conditions of the use, including dates, times, and purposes of the proposed use.

Non-Discrimination: The Board is committed to providing equal opportunity for all students. Therefore, all school-connected activities must be free from any and all unlawful discrimination, including based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information, a perception of one or more of such characteristics, or association with a person or group with one or more of these actual or perceived characteristics.

Donor Status: Potential donors, including parents/guardians of the school communities, must not be unduly pressured to make donations in support of fundraising efforts. School-connected organizations must express and are expected to emphasize that donations are always voluntary. Navigator students may not be barred from an event or activity because they or their parents/guardians did not participate in fundraising or make a donation. Any participation in fundraising activities by students and/or their parents/guardians shall be strictly voluntary.

Booster Club Training: All directors and officers of all associated school-connected organizations must participate in FCMAT Booster Club Training within 90 days of the approval of an MOU as referenced above, as per the attached Exhibit "A" to this policy.

Authorized Signatory: Navigator's CEO & Superintendent (or designee) is authorized to take all steps necessary to effectuate the foregoing, including but not limited, entering into the MOU or other associated relevant documents on behalf of Navigator.



Date: August 29, 2023
To: Navigator Schools Board of Directors
From: Sean Martin, Board Secretary
Subject: School Connected Organizations Policy

Navigator Schools is reviewing, optimizing, and updating its collection of organizational policies to ensure compliance, transparency, and effective services. This effort will increase shared knowledge across all levels of the organization, building and strengthening culture as we pursue our mission together.

Parent and Guardian Involvement

Every school in the Navigator family has a strong tradition of parental involvement. This extends to dynamic, dedicated booster clubs. These groups promote Navigator Schools within the local community, throughout the region, and across the state as we recruit students and families, build partnerships with districts, and develop innovative programs and Community Schools. Ultimately, our parent clubs serve as organized ambassadors for the greater charter school movement.

Adopting a new School Connected Organizations Policy will empower groups of supporters to work in harmony with confidence, utilizing clear, helpful guidelines. The policy will establish a secure and robust foundation upon which school connected groups can grow and thrive. In addition, the policy will harness the financial, compliance, and communications expertise of the Support Office to serve school connected groups with added efficiency and standardization.

The new policy has been researched, developed, and reviewed by Tom Peraic, General Counsel of Navigator Schools. We look forward to sharing the achievements of school connected groups at future board meetings as the benefits of policy implementation become manifest through increased parental participation, leadership, and community action.



BOOSTER CLUB TRAINING

Booster clubs, foundations, auxiliary organizations and other parent-teacher organizations (school-connected organizations) are composed of parents, community members, and staff members who unite to support specific school activities, programs or the entire school.

The relationship between these organizations and schools involves complicated nonprofit operations, accounting principles and business concepts that can be confusing. Although these groups supplement school programs and conduct activities with parents and other adult community members as the primary participants, they are not legally a part of their associated districts. These organizations are also not governed by the Education Code, yet remain subject to the board of education's policies, administrative regulations, and oversight.

FCMAT's workshop is interactive and covers a wide range of topics to answer questions on these organizations. Many useful links will be provided to help you manage your school-connected groups.

FCMAT also offers a variety of formats and time lengths for these workshops and will work with you to provide the training that will closely meet your LEA's unique needs.

FCMAT

FISCAL CRISIS &
MANAGEMENT
ASSISTANCE TEAM

The Fiscal Crisis & Management Assistance Team (FCMAT) is pleased to offer a workshop on meeting district responsibilities effectively and completely when working with school-connected organizations such as booster clubs, foundations, auxiliary groups and other parent-teacher organizations. This presentation will focus on:

- Tools and procedures
- Laws and regulations
- District responsibilities and oversight
- Fundraising, raffles, bingo and 50/50 drawings
- Conflicts of interest
- Governance
- Scholarships
- Practical advice
- Procedures for safeguarding assets
- General business practices and internal controls
- Accounting, tax returns, independent contractors, etc.
- MUCH MORE

Workshops Provided Upon Request

To schedule a workshop for your district, county office of education or charter school, please visit

<https://www.fcmat.org/request-fcmat-assistance> and then click the "Professional Learning" button.

To see workshops that are scheduled and open to outside attendees, please visit <http://fcmat.org/workshops>

Coversheet

New School Year Introductions and Priorities

Section: III. Topical Presentations
Item: E. New School Year Introductions and Priorities
Purpose: FYI
Submitted by: Caprice Young
Related Material: BOY 2024 School Presentations.pdf

BACKGROUND:

This is an overview of the state of our schools and site goals. The slides are meant for you to view prior to the meeting. Presenters will move quickly through them so that you have time for discussion.

RECOMMENDATION:

Discussion



Navigator Schools 2023-24 Opening and Goals

Crystal O'Rourke, Director of Schools | August 29, 2023

Executive Summary

1. All schools had a strong start.
2. Navigator has three organizational goals for 2023-24: Data Driven Instruction, Intervention for All in Need, and Strong Student Culture. This year we are working to understand what is needed to move from incremental improvement to life changing success for ALL students.
3. United by our shared mission, our phenomenal principals will promote organizational goals while focusing on objectives unique to each school. Some common themes include:
 - a. We outperformed district and state SBAC averages in 2023, and know we need to do more.
 - b. We believe chronic absenteeism has negatively impacted both student achievement and well-being, but schools are succeeding in reducing chronic absenteeism.
 - c. Fostering social-emotional learning at GPS is pivotal for enhancing overall staff and student well-being and fostering a positive school and learning environment.
 - d. *Our work fostering talent development internally is paying off.*



1. All sites had a strong start!



Powered by BoardOnTrack



2. Navigator has three organizational goals for 2023-24: Data Driven Instruction, Intervention for All in Need, and Strong Student Culture. This year we are working to understand what is needed to move from incremental improvement to life changing success for ALL students.

Goal	Strategy
<p>1. Strong Data-Driven Instruction (DDI) practices resulting in a ten percentage-point (or greater) increase in SBAC scores by site</p>	<ul style="list-style-type: none"> ● Org-wide Illustrative Math small group implementation ● Daily Intellectual Prep for instructional staff ● <i>Ongoing data-analysis and action planning using daily CFUs and post-unit assessments</i>
<p>2. Academic intervention for all students performing below grade level in math and reading</p>	<ul style="list-style-type: none"> ● Skills-based math a reading intervention (during and after school) ● Site coaching and planning support from Intervention Specialist ● <i>Ongoing data-analysis and action planning using academic progress monitoring data</i>
<p>3. Strong student culture through Circle implementation/Second Step SEL program</p>	<ul style="list-style-type: none"> ● Site leadership observe two or more circles per week, and use implementation checklist to provide feedback ● Teachers consistently administer SEL survey ● <i>Ongoing data-analysis and action planning using student SEL surveys and behavior reports</i>



3. United by our shared mission, our phenomenal principals will promote shared, organizational goals while focusing on objectives unique to each school.



**Quincy Lucero Long,
Hayward Collegiate**



**Andi Hernandez,
Watsonville Prep**



**Missy Corral,
Gilroy Prep**



**Gabby Roldan,
Hollister Prep**





Gilroy Prep School

B.O.Y. 2024

Missy Corral, Principal | Opened August 22, 2011

		CA 2022	GUSD 2022	2022	GPS 2023
Academics	SBAC Proficient in ELA %	47.0	41.1	67.9	68.0
	SBAC Proficient in Math %	33.4	29.8	53.4	50.0
	SBAC Proficient in Science %	29.5	30.1	41.8	41.0

GPS

Student Profile

4. GPS outperformed district and state SBAC averages in 2023.

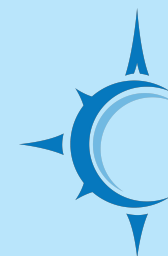
			GPS
Attendance	2023	Chronic Absenteeism Rate %	23.5
		Average Daily Attendance (ES) %	92.8
		Average Daily Attendance (MS) %	92.8
Enrollment	BOY 2024	Enrollment Goal	540.0
		Enrollment (August 15)	538.0
		Empty Seats	2.0
		Empty Seats %	0.2
		Returning Students %	98.0
		English Learner %	27.0
		Students With Disabilities %	9.0
EOY 2023	Free or Reduced-Price Lunch %	48.0	

Strengths

- Outperforming CA average
- Fully enrolled as of Aug 21

Next Steps

- Improve Tier 1 Instruction
- Intervention
- Reducing chronic absenteeism
- SEL



1. Teacher, VP, and Principal Retention

TK		KN		1		2		3		4		5		6		7		8		Avg
TKA	TKB	KN A	KN B	1 A	1 B	2 A	2 B	3 A	3 B	4 A	4 B	5 A	5 B	6 A	6 B	7 A	7 B	8 A	8 B	
		4	4	4	1	4	4	4	2	4	4	2	2	2	1	4	4	4	2	3.11

VP					PR	Avg
EE	ES	MS	K6 A	K6 B	Sch	
4	4	4			4	4.00

Colors

- Returning
- Change GL
- Pos Tran
- New
- Vacant

Status Code

- 4 = Returning
- 3 = Changed Grade Level
- 2 = Position Transition
- 1 = New
- 0 = Vacant

GPS

Staff Profile

5. GPS staff is proud of where they work, and the school is fully staffed for all instructional positions largely due to our success in cultivating internal talent.

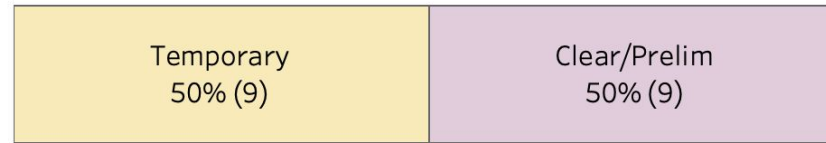
2. Staff Count

Teachers	Total Staff
18	87

3. Vacancies

Teaching	Non-Teach.
0	2

4. Teaching Credential Type



5. Teacher and Admin Retention Status



6. We believe chronic absenteeism has negatively impacted both student achievement and well-being.

- **Reduce chronic absenteeism from 23.5% to 13%**

Staff member dedicated to attendance needs (attendance coordinator)

- Home visits
- Weekly phone calls
- Daily data communication to staff and families
- Weekly updates to MTSS team

Weekly attendance award given to class with highest weekly attendance

Coaching check ins with teachers

7. We recognize that SBAC state scores serve as a crucial indicators of overall student academic progress.

- **Increase average ELA SBAC scores from 68% to 80%.**
- **Increase average Math scores from 50% to 70%.**
- **Increase average Science scores from 41% to 51%.**

Coaching on Intellectual Prep for Tier 1 instruction during staff meetings and 1:1 feedback sessions

Tier 2 and tier 3 interventions for math and ELA

- Added staff for in-school and after school interventions
- Frequent walkthroughs
- Specific feedback/live coaching
- Weekly meeting w/ intervention specialist
- Leadership team - weekly data analysis
- Leadership team - unit data analysis to determine STAR growth goals met

Academic Challenges

- AR and math fact challenge

Piloting new science curriculum in 6-8 (Open SciEd)

- Directly aligned with Next Gen Science Standards based on EdReports

8. We believe that fostering social-emotional learning is pivotal for enhancing overall staff and student well-being and fostering a positive school and learning environment.

- **Increase the average of students who self identify as having strong emotional regulation skills from 50% to 70%.**
- **Increase staff survey data regarding trust in principal from 71% to 80%.**

Continue to implement staff circles

- prep to complete badge work
- coaching
- bi-yearly staff surveys

Staff survey data

- Navigator-made; Valor-made
- LT analysis

Launch student circles

- 4-week lesson intro
- staff trainings
- weekly walkthroughs
- specific feedback/live coaching

Student survey data



Hayward Collegiate

B.O.Y. 2024

Quincy Lucero Long, Principal | Opened August 19, 2019

		CA 2022	HaUSD 2022	2022	HCC 2023
Academics	SBAC Proficient in ELA %	47.0	34.3	50.0	67.0
	SBAC Proficient in Math %	33.4	18.5	59.3	64.0
	SBAC Proficient in Science %	29.5	17.8		

HCC

Student Profile

HCC achieved a sharp reduction in chronic absenteeism in 2023 accompanied by a 17 percentage point increase in SBAC ELA performance.

			HCC
Attendance	2023	Chronic Absenteeism Rate %	9.9
		Average Daily Attendance (1-4) %	94.7
		Average Daily Attendance (KN) %	93.1
Enrollment	BOY 2024	Enrollment Goal	207.0
		Enrollment (August 15)	200.0
		Empty Seats	7.0
		Empty Seats %	3.0
		Returning Students %	99.0
		English Learner %	26.0
		Students With Disabilities %	6.0
EOY 2023	Free or Reduced-Price Lunch %	52.0	

Highlights

- 5 percentage-point gain in SBAC math
- 17 percentage-point gain SBAC ELA
- Sharp reduction in chronic absenteeism
- Enrollment increase of 25%

Next Steps

- 1st year of SBAC Science!
- Return to pre-pandemic attendance
- Increase academic success rates



1. Teacher, VP, and Principal Retention

TK		KN		1		2		3		4		5		6		7		8		Avg
TK A	TK B	KN A	KN B	1 A	1 B	2 A	2 B	3 A	3 B	4 A	4 B	5 A	5 B	6 A	6 B	7 A	7 B	8 A	8 B	
1		2		1		1		2		3	4	2								2.00

VP					PR	Avg
EE	ES	MS	K6 A	K6 B	Sch	
					4	4.00

Colors

- Returning
- Change GL
- Pos Tran
- New
- Vacant

Status Code

- 4 = Returning
- 3 = Changed Grade Level
- 2 = Position Transition
- 1 = New
- 0 = Vacant

2. Staff Count

Teachers	Total Staff
8	37

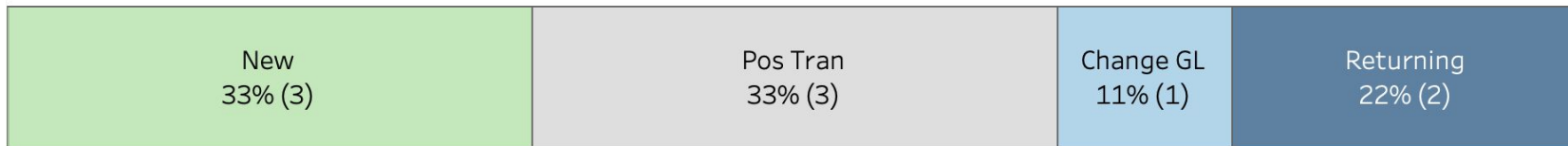
3. Vacancies

Teaching	Non-Teach.
0	2

4. Teaching Credential Type



5. Teacher and Admin Retention Status



HCC Staff Profile

10. Many members of our team have taken on new roles this year!

We retained all but one instructional staff member whom we wanted to return.

100% of staff feel proud of where they work and are personally invested in the mission as per end of year survey.

11. We believe a connected community with **rigorous expectations** leads to academic success!

We'll measure rigorous expectations as...

- **80%+ of scholars achieve a 3 or 4 on ELA and Math SBAC**
- **85% of scholars making growth goals on benchmark assessments**
- **75% of scholars on grade level on benchmark assessments**

We'll achieve this through...

- Strong emphasis on Intellectual Prep for Tier 1 instruction in PD
- Focus on strengthening our writing and math pedagogy
- Targeted Tier 2 and 3 accelerating interventions

12. We believe a **connected community** with rigorous expectations leads to academic success!

We'll measure community connection as...

- **80%+ of students feel emotionally secure as measured on the SEL survey**
- **90% of families would recommend HC to other parents**

We'll achieve this by...

- Monthly SEL focus for teachers and students
- Development of the Family Teacher Association
- Continued emphasis on culturally responsive and restorative practices (ie cultural celebrations, teaching pedagogy, monthly sunshine calls)



Hollister Prep School

B.O.Y. 2024

Gabriela Roldan, Interim Principal | Opened August 17, 2017

		CA 2022	HSD 2022	2022	HPS 2023
Academics	SBAC Proficient in ELA %	47.0	35.3	67.2	68.0
	SBAC Proficient in Math %	33.4	22.0	54.7	52.0
	SBAC Proficient in Science %	29.5	22.8	28.2	36.0

HPS

Student Profile

13. HPS achieved an 8 point increase in science test scores (CAST).

			HPS
Attendance	2023	Chronic Absenteeism Rate %	21.0
		Average Daily Attendance (ES) %	92.9
		Average Daily Attendance (MS) %	92.2
Enrollment	BOY 2024	Enrollment Goal	540.0
		Enrollment (August 15)	532.0
		Empty Seats	8.0
		Empty Seats %	1.5
		Returning Students %	99.0
		English Learner %	30.0
		Students With Disabilities %	14.0
EOY 2023	Free or Reduced-Price Lunch %	49.0	

Strengths

- Above state average in SBAC scores
- 8 percentage-point gain in Science

Next Steps

- Intervention
- Reducing chronic absenteeism
- Improve Tier 1 Instruction
- SEL



1. Teacher, VP, and Principal Retention

TK		KN		1		2		3		4		5		6		7		8		Avg
TKA	TKB	KN A	KN B	1A	1B	2A	2B	3A	3B	4A	4B	5A	5B	6A	6B	7A	7B	8A	8B	
		4	1	3	0	3	4	4	3	4	3	3	3	4	4	4	2	2	4	3.06

VP					PR	Avg
EE	ES	MS	K6 A	K6 B	Sch	
4	2	4			2	3.00

Colors

- Returning
- Change GL
- Pos Tran
- New
- Vacant

Status Code

- 4 = Returning
- 3 = Changed Grade Level
- 2 = Position Transition
- 1 = New
- 0 = Vacant

HPS

Staff Profile

14. A high percentage of HPS teachers have clear or preliminary credentials (71%).

2. Staff Count

Teachers	Total Staff
17	91

3. Vacancies

Teaching	Non-Teach.
1	4

4. Teaching Credential Type



5. Teacher and Admin Retention Status



15. In order to foster a love of learning, we need HPS scholars at school!

- **Reduce chronic absenteeism from 21% to 11%**

- Attendance Coordinator
- Weekly attendance award given to the class with the highest weekly attendance
- Coaching check-ins with teachers
- Teacher/family connections to foster engagement

16. HPS commits to developing “top tier teams of educators” who drive phenomenal outcomes for all students.

- **Raise ELA SBAC scores from 68% to 78%.**
- **Raise Math scores from 52% to 62%.**
- **Raise Science scores from 36% to 46%.**

Tier 2 and tier 3 interventions for math and ELA

- Intervention Specialist
- Adding before school interventions
- PDs around effective intervention practices
- Frequent intervention walkthroughs
- Specific feedback/live coaching
- Weekly and unit data analysis

Piloting new science curriculum in 6-8 (Open SciEd)

- Directly aligned with Next Gen Science Standards based on EdReports

17. HPS believes that implementing strong SEL programs will foster a school community founded on relational commitments.

- **80% of staff leading student circles will score proficient based off of the Valor rubric**

Continue to implement Staff Circles

- prep time to complete badge work
- coaching
- bi-yearly staff surveys

Launch student circles

- 5-week lesson intro
- Staff trainings
- Weekly circle walkthroughs
- Specific feedback/live coaching

Staff survey data

- Navigator-made
- LT analysis

Student survey data

- Panorama survey
- LT analysis/MTSS

PBIS fidelity



Watsonville Prep School

B.O.Y. 2024

Andrea Hernandez, Principal | Opened August 13, 2019

		CA 2022	PVUSD 2022	2022	WPS 2023
Academics	SBAC Proficient in ELA %	47.0	27.2	36.5	38.0
	SBAC Proficient in Math %	33.4	17.3	38.2	34.0
	SBAC Proficient in Science %	29.5	16.7		29.0

			WPS
Attendance	2023	Chronic Absenteeism Rate %	24.3
		Average Daily Attendance (ES) %	92.5
Enrollment	BOY 2024	Enrollment Goal	468.0
		Enrollment (August 15)	449.0
		Empty Seats	19.0
		Empty Seats %	4.0
		Returning Students %	95.0
		English Learner %	52.6
		Students With Disabilities %	10.0
	EOY 2023	Free or Reduced-Price Lunch %	80.0

WPS

Student Profile

18. WPS decreased chronic absenteeism by nearly 6 percentage points.

Strengths

- Decreased chronic absenteeism from 30.6% to 24%
- K-2 84% proficiency in early reading assessment (end of yr)



1. Teacher, VP, and Principal Retention

TK		KN		1		2		3		4		5		6		7		8		Avg
TKA	TKB	KN A	KN B	1 A	1 B	2 A	2 B	3 A	3 B	4 A	4 B	5 A	5 B	6 A	6 B	7 A	7 B	8 A	8 B	
1	4	4	1	0	2	4	2	4	4	4	1	0	3	3	3					2.50

VP					PR	Avg
EE	ES	MS	K6 A	K6 B	Sch	
			2	1	4	2.33

Colors

- Returning
- Change GL
- Pos Tran
- New
- Vacant

Status Code

- 4 = Returning
- 3 = Changed Grade Level
- 2 = Position Transition
- 1 = New
- 0 = Vacant

WPS

Staff Profile

19. Experienced teachers have returned to lead new Grade 6 classrooms.

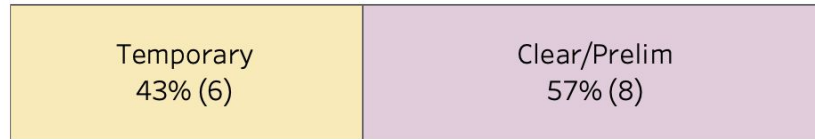
2. Staff Count

Teachers	Total Staff
14	85

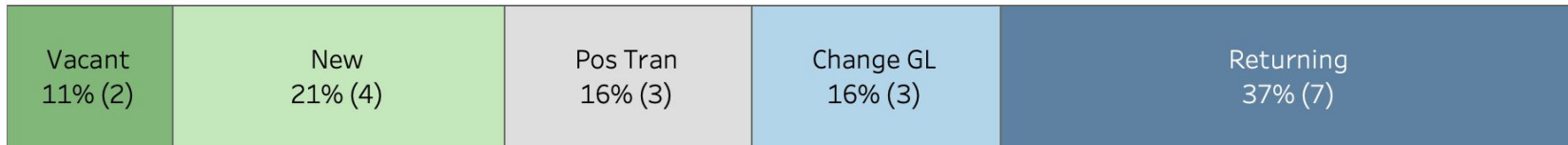
3. Vacancies

Teaching	Non-Teach.
2	3

4. Teaching Credential Type



5. Teacher and Admin Retention Status



- EOY Staff Survey: 92% staff feel cared about their growth and development

20. In order to achieve phenomenal outcomes and a love for learning, we need WPS scholars at school.

- **Reduce chronic absenteeism from 24% to 14%.**
- **Increase ADA from 92.55% to 97%.**

Attendance Coordinator

- Home visits
- Weekly phone calls
- Daily data communication to staff and families
- Weekly updates to MTSS team
- Frequent parent meetings

Weekly attendance recognition school-wide

Teacher/family connections to foster engagement (newsletters, phone calls, etc.)

21. We commit to developing “top tier teams of educators” who drive phenomenal outcomes for all students.

- **Raise ELA SBAC scores from 37% to 50%.**
- **Raise Math scores from 37% to 50%.**
- **Raise Science scores from 29% to 39%.**

Improving Tier 1 Instruction through coaching

Increased Intervention for Reading

- Extended day Reading Club
- Ignite Reading
- Intervention Specialist support and training
- PDs around effective intervention practices
- Frequent intervention walkthroughs
- Weekly and unit data analysis

Increased Intervention for Math

- Extended-day Math Club

Piloting new science curriculum in 6-8

22. Implementing strong SEL programs at WPS will provide students with the social and emotional skills needed to thrive in high school, college, and beyond!

- **80% of staff leading student circles will score proficient based off of the Valor rubric.**

Continue Staff Circles

- prep time for badge work
- coaching
- bi-yearly staff surveys

Launch student circles

- 5-week lesson intro
- Staff trainings
- Weekly circle walkthroughs

Staff survey data

- LT analysis

Student survey data

- Panorama survey

PBIS fidelity

Thank you!



Navigator Schools

Charting a new course in education



Appendix A.

Student Profile Data: All Schools

			GPS	HCC	HPS	WPS	
Academics	2022	SBAC Proficient in ELA %	67.9	50.0	67.2	36.5	
		SBAC Proficient in Math %	53.4	59.3	54.7	38.2	
		SBAC Proficient in Science %	41.8		28.2		
	2023	SBAC Proficient in ELA %	68.0	67.0	68.0	38.0	
		SBAC Proficient in Math %	50.0	64.0	52.0	34.0	
		SBAC Proficient in Science %	41.0		36.0	29.0	
Attendance	2023	Chronic Absenteeism Rate %	23.5	9.9	21.0	24.3	
		Average Daily Attendance (1-4) %		94.7			
		Average Daily Attendance (ES) %	92.8		92.9	92.5	
		Average Daily Attendance (KN) %		93.1			
		Average Daily Attendance (MS) %	92.8		92.2		
Enrollment	BOY 2024	Enrollment Goal	540.0	207.0	540.0	468.0	
		Enrollment (August 15)	538.0	200.0	532.0	449.0	
		Empty Seats	2.0	7.0	8.0	19.0	
		Empty Seats %	0.2	3.0	1.5	4.0	
		Returning Students %	98.0	99.0	99.0	95.0	
		English Learner %	27.0	26.0	30.0	52.6	
		Students With Disabilities %	9.0	6.0	14.0	10.0	
	EOY 2023	Free or Reduced-Price Lunch %	48.0	52.0	49.0	80.0	
	Staff	BOY 2024	Total Staff	87.0	37.0	91.0	85.0
			Staff Vacancy (Non-Teaching)	2.0	2.0	4.0	3.0
			Total Classroom Teacher Assignments	18.0	8.0	18.0	16.0
			Staff Vacancy (Teaching)	0.0	0.0	1.0	2.0
			Returning Teacher %	61.0	14.0	33.0	38.0
Returning Teacher			11.0	1.0	6.0	6.0	
Reassigned Teacher			0.0	1.0	8.0	3.0	
New Teacher			7.0	6.0	3.0	5.0	
New Teacher (2024) was SGI or TNT (2023)			5.0	3.0	2.0	2.0	
Teacher has Clear or Preliminary Credential			9.0	3.0	12.0	8.0	
Teacher has Temporary Credential			9.0	5.0	5.0	6.0	
Temporary Credential %			50.0	62.5	29.4	42.9	
Current Teacher Count			18.0	8.0	17.0	14.0	

1. Teacher Retention in Context

Level	Class	HCC	WPS	HPS	GPS
TK	TK A	1	1		
	TK B		4		
KN	KN A	2	4	4	4
	KN B		1	1	4
1	1 A	1	0	3	4
	1 B		2	0	1
2	2 A	1	4	3	4
	2 B		2	4	4
3	3 A	2	4	4	4
	3 B		4	3	2
4	4 A	3	4	4	4
	4 B	4	1	3	4
5	5 A	2	0	3	2
	5 B		3	3	2
6	6 A		3	4	2
	6 B		3	4	1
7	7 A			4	4
	7 B			2	4
8	8 A			2	4
	8 B			4	2
VP	EE			4	4
	ES			2	4
	MS			4	4
	K6 A		2		
	K6 B		1		
PR	Sch	4	4	2	4
Average		2.22	2.47	3.05	3.27

Beginning of Year (2024)

This table features teachers, vice principals, and principals, aligned to four designations on a numerical scale of 0-4. The continuum ranges from vacant position (0) to returning to role (4).

- 0 Vacant
- 1 New
- 2 Position Transition
- 3 Changed Grade Level
- 4 Returning

Admin Codes

EE: Gr. TK-2
 ES: Gr. 3-5
 MS: Gr. 6-8
 VP: Vice Principal
 PR: Principal

Appendix B.

Staff: All Schools

Coversheet

Community Schools

Section: III. Topical Presentations
Item: F. Community Schools
Purpose: Discuss
Submitted by: Caprice Young
Related Material: Community Schools Memo and Presentation.pdf

BACKGROUND:

This is an update on our Community Schools process. We have completed the first year of what will likely be a multi-year process. The slides are meant for you to view before the meeting. Presenters will move quickly through them so that you have time for discussion.

RECOMMENDATION:

Discuss



Date: August 21, 2023
To: Board of Directors
From: Kirsten Carr
Subject: Community Schools Program Update

Board Action

The Board will be receiving information regarding the Community Schools Partnership Program (CSPP) Planning Grant activities at Navigator Schools.

Background

At the beginning of the 2022/2023 school year Gilroy Prep School, Hollister Prep School, and Watsonville Prep School were each awarded \$200,000 for two-year planning grants. Hayward Collegiate was awarded a planning grant in March of 2023 with its first year starting in August; therefore, the activities described in this memo refer to GPS, HPS, and WPS.

The CSPP provides an integrated focus on academics, health and social services, youth and community development, and community engagement. Development of the projects begins with a three-step, two-year planning process. The first step focused on community engagement to build awareness about the CS planning initiative. Each school site hired a Community Schools Coordinator and launched a Community School Advisory Council (CSAC). The CSACs have conducted focus groups, begun needs assessments, and connected with community partners. They also attended the Summit on the California Community Schools Program and had opportunities to meet with the regional technical training consultants.

The project is currently finalizing a comprehensive community asset mapping and gap analysis with the first few CSAC meetings of the school year dedicated to stamping those in preparation for the third and final step of drafting of a preliminary plan outlining proposed programs, services, and partnerships based on CSAC research and ideation. This pre-implementation plan will include a list of community organizations formally committed to joining the CS effort. The plan will describe the scope and scale of integrated support services, family and community engagement, and extended and/or expanded learning time and opportunities as envisioned by the CSAC and facilitated by the CSC.

After a successful planning period, each school will be eligible to apply for implementation grants. Implementation awards can be as high as \$500,000 per school and for at least five years.



Navigator Schools Community Schools

Kirsten Carr, Director of Engagement & Partnerships | August 29, 2023

Executive Summary

1. The 2021 California Community Schools Partnership Act provided \$4 Billion (through 2030) in grants for schools/districts to create an integrated approach focused on academics, health and social services, and family and community engagement.
2. Navigator Schools has received four 2-year planning grants (\$180,000 each) to develop applications for 5 year implementation grants of up to \$500,000.
3. Each school is working to discover the highest needs for their community.
4. We would love your input as we embark on next steps.

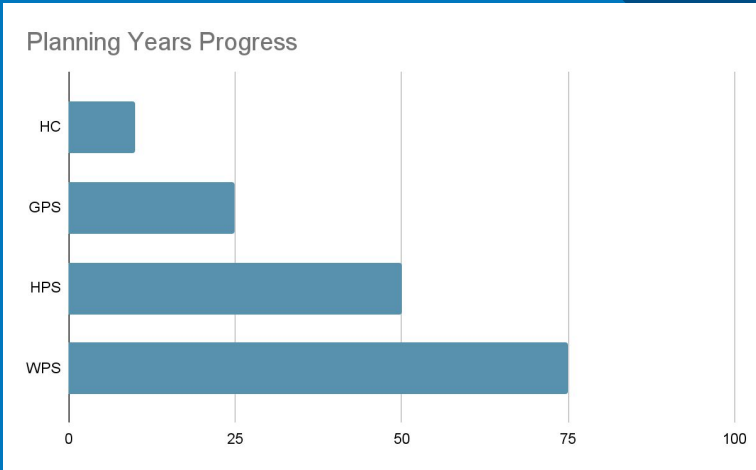
The 2021 CA Community Schools Partnership Act provided \$4 Billion (through 2030) in grants for schools/districts to create an integrated approach focused on academics, health and social services, and family and community engagement.

- ☆ Not a program or initiative but a school improvement strategy to address inequities
- ☆ Utilizes *whole child* approach with “an integrated focus on academics, health and social services, youth and community development, and community engagement.
- ☆ Becomes heart of the community while promoting empowerment, collaboration, & engagement



Navigator Schools has received four 2-year planning grants (\$180,000 each) to develop applications for implementation grants of up to \$500,000.

- **Planning Year One Activities**
 - Hire Community Schools Coordinators (CSC)
 - Present overview of Community Schools and develop plan and priorities
 - Develop, coordinate and facilitate advisory councils
 - Participate and support with school events
 - Review and identify data indicators (e.g. chronic absenteeism, suspensions)
 - Meet with school site staff to gather information on needs, history of service delivery, available services provided by school staff
 - Identify current parent engagement strategies, practices and services & identify champion parents that will help engage future parents
- **Planning Year Two Activities**
 - Conduct needs assessment
 - Create a strategy for continuously strengthening shared ownership for the Community School
 - School personnel, community partners, leaders, and families publicly celebrate successes, and advocate for Community Schools
 - Create a plan and process to sustain funding for the Community School is in place
 - Prepare budgets to help sustain the Community School.
 - Community partners commit to a long-term relationship with the school to support the Community School partnership.
 - Community partners help generate funding for programs that will be operated under the umbrella of the Community School.
 - Apply for Implementation grant



Where are we in our efforts to apply for an implementation grant?

During year one, Hayward Collegiate is going to launch the planning process to identify the needs and opportunities for a Community School on the HC campus



- Hired Mohammed Abdalla - 50% Community Schools and 50% After-school coordinator
 - Community Schools activities will launch in late September
-

During year one GPS hired a Community Schools Coordinator, started focus groups, and created a Community Schools Advisory Council (CSAC)



- Vanessa Miller was offered the CSC position in August 2022, transitioned out of the classroom in January, 2023, and returned from maternity leave in May, 2023
 - CSAC was created
 - Staff toured established Community Schools
 - Morgan Hill
 - Bakersfield
 - Held initial focus groups
 - High School Success Support
 - Community involvement
 - Social Emotional Learning Support
 - Staff attended Community Schools Summit
 - Created calendar of events to engage the community
-

During year one HPS hired a Community Schools Coordinator, started focus groups, and created a Community Schools Advisory Council (CSAC), supported attendance efforts, and held a resource fair.



- Blanca Silva Guzman transitioned out of the classroom at HPS and into the CSC role in January, 2023
- Created CSAC
- Organized tours of and meetings with community schools in California
 - Bakersfield
 - Morgan Hill
 - Attended Community Schools Summit
- Oversaw high school tutoring program
- Provided support for families during floods
- Held Focus Groups
- Held Family Resource Fair

HPS discovered a huge need for transportation services, among other things.

Focus Group Highlighted Needs & Next Steps

Transportation

Activities for students and families after school

Career fairs

Tools to access community resources (housing, legal aid, college)

Community events at school

Parent Education Opportunities

Support for English Language learners

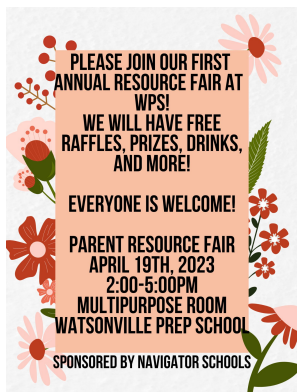
Strengthen relationship with Boys & Girls Club

Ties to community mental health support

Support for success in high school



During year one WPS hired a Community Schools Coordinator, started focus groups, and created a Community Schools Advisory Council (CSAC), supported attendance efforts, and held a resource fair.



- Rita Castaneda transitioned from her role as Community Engagement Facilitator for Navigator Schools to WPS CSC in August, 2022.
- Rita supported the efforts to reduce chronic absenteeism at WPS through the spring, 2023
- The CSAC was created and held monthly meetings
- Held its inaugural Family Resource Fair
- Presented at Head Starts, churches, local preschools
- Provided support for families during floods
- Attended Community Schools Summit
- Supported McKinney Vento needs & resource identification

City of Watsonville Parks & Recreation
 National Alliance on Mental Health
 Santa Cruz County Youth Services
 Cabrillo Community College
 Watsonville Fire & Police
 Barrios Unidos
 Envision Fitness and Nutrition
 Watsonville Library
 Activities 4 All

YMCA
 WIC
 Community Health Trust of Pajaro Valley

The need at WPS focused on a true wrap around approach, including support to navigate community resources.

Focus Group Highlighted Needs & next steps

Parent education with childcare

Activities for students and families after school

Laundry services

Tools to access community resources (housing, legal aid, college)

Importance of school attendance

Parent Education Opportunities

Support for English Language learners

Ties to community mental health support

Support for success in high school





We would love your input as we embark on next steps.



Thank you!



Coversheet

Board Retreat Confirmation

Section: IV. Governance
Item: A. Board Retreat Confirmation
Purpose: FYI
Submitted by: Caprice Young

BACKGROUND:

The board had previously selected Saturday, September 30, 2023, for its retreat date. However, not all of our members are available on that date. Please consider a Saturday in October as an alternate date.

RECOMMENDATION:

Select a new date.