



# Navigator Schools

## Board Meeting

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### Date and Time

Monday August 26, 2024 at 6:00 PM PDT

### Location

Gilroy Prep School: 277 I.O.O.F Ave, Gilroy, CA 95020

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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 or (669) 444-9171.

ID: 99160925045

Passcode: 322638

### 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. Gilroy Prep School, 277 I.O.O.F. Ave, Gilroy, CA 95020 (Santa Clara County)
  5. 1065 Byers Street, Gilroy, CA 95020 (Santa Clara County)
  6. 27324 Dobbel Avenue, Hayward, CA 94542
  7. 3410 Moraga Boulevard, Lafayette, CA 94549
  8. 857 West Cove Way, Sacramento, CA 95831
  9. 5357 Federation Ct., San Jose, CA 95123 (Santa Clara County)
-

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## Agenda

|                         | Purpose | Presenter | Time           |
|-------------------------|---------|-----------|----------------|
| <b>I. Opening Items</b> |         |           | <b>6:00 PM</b> |
| Opening Items           |         |           |                |

|   | Purpose         | Presenter     | Time |
|---|-----------------|---------------|------|
| <b>A.</b> Record Attendance and Guests<br>Nora Crivello, Board Chair, will initiate confirmation of attendance and establish a quorum via roll call.  |                 | Board Chair   | 1 m  |
| <b>B.</b> Call the Meeting to Order<br>The Board Chair will call the meeting to order.  |                 | Board Chair   | 1 m  |
| <b>C.</b> Public Comments<br>The Board will receive public comments regarding non-agenda items, if any, with a time limit of three minutes per speaker.   |                 | Board Chair   | 3 m  |
| <b>D.</b> Opening Remarks of the Board Chair<br>The Board Chair will provide opening remarks.   |                 | Board Chair   | 10 m |
| <b>E.</b> Chief Executive Officer & Superintendent Update<br>Dr. Caprice Young, Chief Executive Officer & Superintendent, will provide an update.   |                 | Caprice Young | 3 m  |
| <b>F.</b> Approve Minutes from Previous Regular Board Meeting<br>Members will vote on the approval of minutes from the Regular Board Meeting held on June 26, 2024  | Approve Minutes | Board Chair   | 1 m  |
| <b>G.</b> Approve Minutes from Previous Special Board Meeting<br>Members will vote on the approval of minutes from the Special Board Meeting held on June 26, 2024  | Approve Minutes | Board Chair   | 1 m  |
| <b>H.</b> Approve Two New Board Members<br>The Board Chair will present the recommendation of the Governance Committee to elect Jan Mazyck and Niña Rosete to the Board of Directors.   | Vote            | Board Chair   | 5 m  |
| <b>I.</b> Welcome the Board Members and Add Them to Roll Call<br>The Board Chair will welcome two new board members, Jan Mazyck and Niña Rosete, will add them to roll call, and will initiate confirmation of attendance and establish a quorum via roll call. |                 | Board Chair   | 5 m  |

|   | Purpose | Presenter        | Time           |
|---|---------|------------------|----------------|
| <b>II. Governance</b>   |         |                  | <b>6:30 PM</b> |
| <b>A. Brown Act Training</b>  | FYI     | Tom Peraic       | 20 m           |
| Tom Peraic, General Counsel, will provide the annual training on the Brown Act open meetings law.   |         |                  |                |
| <b>III. Consent Agenda</b>  |         |                  | <b>6:50 PM</b> |
| <b>A. Consideration of the Consent Agenda</b>   | Vote    | Tom Peraic       | 5 m            |
| The Board will consider the items on the Consent Agenda:  |         |                  |                |
| <ol style="list-style-type: none"> <li>1. 2024-2025 Employee Handbook</li> <li>2. Campus Search and Seizure Policy</li> <li>3. Immunization Policy</li> <li>4. Uniform Complaint Policy - Revised</li> <li>5. Sharon Waller - ICA</li> <li>6. Therapy Zone 4 Kidz - ICA</li> <li>7. Bailey Jones - ICA</li> <li>8. San Benito COE - MOU re Vision</li> <li>9. Proposition 2 Resolution</li> </ol> |         |                  |                |
| <b>IV. Committee Assignments</b>  |         |                  | <b>6:55 PM</b> |
| <b>A. Approval of 2024-25 Committee Assignments</b>   | Vote    | Caprice Young    | 5 m            |
| Dr. Caprice Young, CEO & Superintendent, will present 2024-25 committee assignments for consideration.  |         |                  |                |
| <b>B. Governance Committee</b>  | FYI     | Caprice Young    | 3 m            |
| Dr. Caprice Young, CEO & Superintendent, will provide a summary of the July 29, 2024 Governance Committee meeting.  |         |                  |                |
| <b>V. Topical</b>   |         |                  | <b>7:03 PM</b> |
| <b>A. Beginning of Year School 2024-2025</b>  | FYI     | Crystal O'Rourke | 45 m           |

|   | Purpose | Presenter | Time |
|---|---------|-----------|------|
| <p>Crystal O'Rourke, Interim Chief Academic Officer, 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), Kamille Geneva (Interim Principal, Hayward Collegiate), Norma Knox (Principal, Hollister Prep School), and Nancy Salazar (Principal, Watsonville Prep School).</p> |         |           |      |

|           |                                      |      |                          |     |
|-----------|--------------------------------------|------|--------------------------|-----|
| <b>B.</b> | Art & Music in Schools Annual Report | Vote | Noël Russell-Unterburger | 3 m |
|-----------|--------------------------------------|------|--------------------------|-----|

Noël Russell-Unterburger, Chief Financial and Operating Officer, will present the Art & Music in Schools Annual Report for Board consideration.

|           |                      |      |                        |     |
|-----------|----------------------|------|------------------------|-----|
| <b>C.</b> | Declarations of Need | Vote | Melissa Alatorre Alnas | 3 m |
|-----------|----------------------|------|------------------------|-----|

Melissa Alatorre Alnas, Director of People Support, will present Declarations of Need for Board consideration.

|           |  |      |            |     |
|-----------|--|------|------------|-----|
| <b>D.</b> | CEO & Superintendent Amendment to Employment Agreement | Vote | Tom Peraic | 3 m |
|-----------|--|------|------------|-----|

Tom Peraic, General Counsel, will present an amendment to Dr. Caprice Young's contract correcting a ministerial error and aligning her 403(b) match with that which is provided to all Navigator staff.

|            |                       |  |                |
|------------|-----------------------|--|----------------|
| <b>VI.</b> | <b>Closed Session</b> |  | <b>7:57 PM</b> |
|------------|-----------------------|--|----------------|

|           |                                      |      |             |     |
|-----------|--------------------------------------|------|-------------|-----|
| <b>A.</b> | Announcement of Closed Session Items | Vote | Board Chair | 1 m |
|-----------|--------------------------------------|------|-------------|-----|

The Board Chair will announce the reason for the closed session items:

1. CEO Evaluation (Gov't Code Section 54957)
2. Anticipated Litigation (Gov't Code Section 54956.9): 2 matters
3. Real Property (Gov't Code Section 54956.8): 491 Tres Pinot Road, Hollister, California

|           |                |         |            |      |
|-----------|----------------|---------|------------|------|
| <b>B.</b> | Closed Session | Discuss | Tom Peraic | 30 m |
|-----------|----------------|---------|------------|------|

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

|   | Purpose | Presenter | Time |
|---|---------|-----------|------|
| Upon re-entry to open session, the Board Chair will report actions taken during closed session, if any. |         |           |      |

|                           |  |  |                |
|---------------------------|--|--|----------------|
| <b>VII. Closing Items</b> |  |  | <b>8:29 PM</b> |
|---------------------------|--|--|----------------|

|                           |      |             |     |
|---------------------------|------|-------------|-----|
| <b>A. Adjourn Meeting</b> | Vote | Board Chair | 1 m |
|---------------------------|------|-------------|-----|

The Board Chair will make a motion to adjourn the Board meeting and votes will be recorded via roll call.

# 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 - Regular Board Meeting (06.26.24).pdf

DRAFT



## Navigator Schools

### Minutes

#### Board Meeting

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#### Date and Time

Wednesday June 26, 2024 at 6:00 PM

#### Location

The Neon Exchange: 7365 Monterey Rd., Unit 203, Gilroy, CA 95020

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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).

ID: 92582792042

Passcode: 607546

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-



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### **Directors Present**

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

### **Directors Absent**

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Shara Hegde

### **Guests Present**

Ami Ortiz, Caprice Young, Crystal O'Rourke (remote), Gabriela Roldan (remote), Kirsten Carr, Melissa Alatorre Alnas (remote), Nora Crivello, Noël Russell-Unterburger (remote), Tina Hill (remote), Tom Peraic

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## **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 Wednesday Jun 26, 2024 at 6:07 PM.

### **C. Approve Minutes from Previous Board Meeting**

John Flaherty made a motion to approve the minutes from Board Meeting on 06-17-24. Chuck Daggs seconded the motion.  
The board **VOTED** unanimously to approve the motion.

### **D. Public Comments**

There were no public comments.

### **E. Opening Remarks of the Board Chair**

The Board Chair waived Opening Remarks.

### **F. Chief Executive Officer & Superintendent Update**

The Chief Executive Officer & Superintendent waived Update.

## **II. Consent Agenda**

### **A. Approval of the Consent Agenda**

Claire Grissom made a motion to approve consent agenda. Ian Connell seconded the motion.  
The board **VOTED** unanimously to approve the motion.

## **III. Topical**

### **A. LCAP Local Indicators**

Kirsten Carr, Director of Engagement & Partnerships, summarized the LCAP Indicators for the Board as previously presented to the Board.

**B. LCAP - Gilroy Prep School**

Claire Grissom made a motion to approve the LCAP for Gilroy Prep School.

JP Anderson seconded the motion.

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

**C. LCAP - Hollister Prep School**

Jaime Quiroga made a motion to approve the LCAP for Hollister Prep School.

Claire Grissom seconded the motion.

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

**D. LCAP - Watsonville Prep School**

Claire Grissom made a motion to approve the LCAP for Watsonville Prep School.

Chuck Daggs seconded the motion.

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

**E. LCAP - Hayward Collegiate**

Jaime Quiroga made a motion to approve the LCAP for Hayward Collegiate.

JP Anderson seconded the motion.

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

**F. Navigator Budget 2024-2025**

John Flaherty made a motion to approve the 2024-2025 budget.

Chuck Daggs seconded the motion.

CEO & Superintendent Caprice Young summarized the 2024-2025 budget as previously presented to the Board. She offered that the budget has not changed since last presented, that enrollment typically solidifies around October, and that Navigator has a 250-300 wait list. There was further discussion about possible events in the 2024-2025 year, including grants, construction activity, and efforts being made to avoid disenrollment. General Counsel Tom Peraic reminded the Board that the budget includes a 3% across the board COLA increase which includes the CEO & Superintendent.

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

**G. Recognition of Alfred Morikang**

JP Anderson made a motion to approve Board Resolution 2024-16: Recognition of Alfred Morikang for his service on the Navigator Schools' Board of Directors.

Claire Grissom seconded the motion.

CEO & Superintendent Caprice Young offered that Board Member Alfred Morikang had resigned from the Navigator Board because his work with FEMA meant frequent travel, making in-county Board meeting attendance difficult. Board Chair John Flaherty shared that he and the entire Board were grateful for all of Alfred's work in support of Navigator, particularly for being the parent representative on the Board on behalf of Gilroy Prep

School. Dr. Young added that Alfred has agreed to join the Navigator Schools Support Corporation (NSSC) Board of Directors, and so his service to Navigator will continue in the future.

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

#### H. Recognition of John A. Flaherty

Claire Grissom made a motion to approve Board Resolution 2024-11: Recognition of John A. Flaherty, Board Chair, for his service on the Navigator Schools' Board of Directors.

Chuck Daggs seconded the motion.

Claire Grissom read the resolution recognizing John A. Flaherty into the record. Each Board Member shared their thoughts and expressed their appreciation of John, including his time and commitment to Navigator, his authenticity and empathy, and the scope and impact of his service to Navigator, during which he oversaw a merger, several facilities project, and the selection of a new CEO & Superintendent. Dr. Young shared that one of the great benefits of working at Navigator was the opportunity to work with John. John then thanked each of the Board Members, thanked Navigator's entire staff, shared that it was a humbling experience, and that he had a great time on the Board getting to know each of the Board Members individually.

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

##### Roll Call

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

#### IV. Closing Items

##### A. Adjourn Meeting

JP Anderson made a motion to adjourn.

Ian Connell seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:45 PM.

Respectfully Submitted,  
Tom Peraic

### Documents used during the meeting

- 1 - Amended Title IX Policy (06.26.24).pdf
- 2 - Amended Harassment, Intimidation, Discrimination and Bullying Policy (06.26.24).pdf
- 3 - Jessica Lake - ICA (06.26.24).pdf
- 4 - Laurie Coleman - ICA (06.26.24).pdf
- 5a - Sunbelt Staffing Agreement 23-24 (06.26.24).pdf
- 5b - Sunbelt Staffing Extension 24-25 (06.26.24).pdf
- 6a - Sonja Biggs Services Agreement (06.26.24).pdf
- 6b - Sonja Biggs - Services & Pricing Schedule (06.26.24).pdf
- 2024\_GPS\_Local\_Indicators.docx.pdf\_\_06.26.24\_.pdf
- 2024\_HPS\_Local\_Indicators\_.docx.pdf\_\_06.26.24\_.pdf
- 2024\_WPS\_Local\_Indicators.docx.pdf\_\_06.26.24\_.pdf
- 2024\_HC\_Local\_Indicators.docx.pdf\_\_06.26.24\_.pdf
- 2024\_GPS\_LCAP\_6-17.pdf
- 2024\_HPS\_LCAP\_6-17.pdf
- 2024\_WPS\_LCAP\_6-17.pdf
- 2024\_HC\_LCAP\_6-17.pdf
- NS\_2024-25\_Proposed\_Budget-06.13.24.pdf\_\_06.17.24\_.pdf
- NS\_2024-25\_Growth\_plan\_summary\_budget.pdf\_\_06.17.24\_.pdf
- Resolution - Recognition of Alfred Morikang\_BR 2024-16 (06.26.24).pdf
- Resolution - Recognition of John A. Flaherty\_BR 2024-11 (06.26.24).pdf

# Coversheet

## Approve Minutes from Previous Special Board Meeting

**Section:** I. Opening Items  
**Item:** G. Approve Minutes from Previous Special Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes - Special Board Meeting (06.26.24).pdf

DRAFT



## Navigator Schools

# Minutes

## Special Board Meeting

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### Date and Time

Wednesday June 26, 2024 at 7:01 PM

### Location

The Neon Exchange, 7365 Monterey Rd UNIT 203, Gilroy, CA 95020, USA

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### **Directors Present**

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

### **Directors Absent**

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Shara Hegde

**Guests Present**

Tom Peraic

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**I. Opening Items**

**A. Record Attendance and Guests**

**B. Call the Meeting to Order**

Tom Peraic called a meeting of the board of directors of Navigator Schools to order on Wednesday Jun 26, 2024 at 7:01 PM.

**II. Closed Session**

**A. Announcement and Vote for Closed Session: Evaluation of Chief Executive Officer & Superintendent**

Ian Connell made a motion to go into closed.

Chuck Daggs seconded the motion.

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

**B. Closed Session: Evaluation of Chief Executive Officer & Superintendent**

The board met in closed session.

**C. Return to Open Session and Announcement of Action Taken**

# Coversheet

## Approve Two New Board Members

**Section:** I. Opening Items  
**Item:** H. Approve Two New Board Members  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Jan\_Mazyck\_Bio (08.26.24).pdf  
Niña\_Rosete\_Bio (08.26.24).pdf

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## JAN MAZYCK

mazyckj@gmail.com  
415.269.1970



Jan's journey from an investment banking analyst to the roles of managing director and partner at a leading financial advisory firm and chief financial officer is a narrative of dedication, strategic foresight, and exceptional leadership.

Over three decades, Jan honed her expertise in executive leadership and financial advisory roles, demonstrating a unique blend of analytical acumen and creative thinking. She has fostered meaningful collaborations with a broad spectrum of clients, including sovereign governments and many of California's largest entities across multiple sectors: general governments, transportation, water, cultural, sports and entertainment facilities, higher education, and K-12.

Over the past eight (8) years as Advisor with the United States Department of the Treasury (International Affairs) Office of Technical Assistance Budget and Financial Accountability team, with the bigger goal of building longer-term economic resilience and sustainable development, Jan works alongside Finance Ministry counterparts to bolster capacity by sharing expertise in the areas budgeting, cash and liquidity management, contingent liabilities, providing skills development, and corresponding policy guidance and implementation.

Currently providing technical assistance in West Africa, Jan has delivered technical assistance in South Asia, Central Asia, and Eastern Europe.

Civic leadership has included California State Treasurer's Technical Advisory Committee to California Debt and Investment Advisory Commission, and for approximately 8 years, Aquarium of the Pacific, Long Beach, Board Member and Member of the Audit Committee.

Jan graduated Golden Gate University, San Francisco, with a bachelor's degree in management and finance. She is also a graduate of the Senior Executives in State and Local Government Program at the Kennedy School of Government at Harvard University and the UCLA Anderson School of Management's Executive Management and Leadership Strategies in a Global Economy and Corporate Governance program.



*Originally on an investment banking trajectory, Nina Rosete made a powerful shift: co-founding a series of ed-tech enterprises. Most recently, she co-founded DataDesign Solutions, an ed-tech firm specializing in data and AI impacting over 250,000 students. At DataDesign, she is the Chief Operating Officer where she shapes product strategy and client relations. Her passion extends beyond tech; she founded the Alfredo P. Rosete Memorial Scholarship, benefiting students at the Ateneo de Manila University and the University of Tennessee, where she's part of the Alliance of Women Philanthropists. A Northwestern University alumna, she majored in Mathematics and Economics.*

# Coversheet

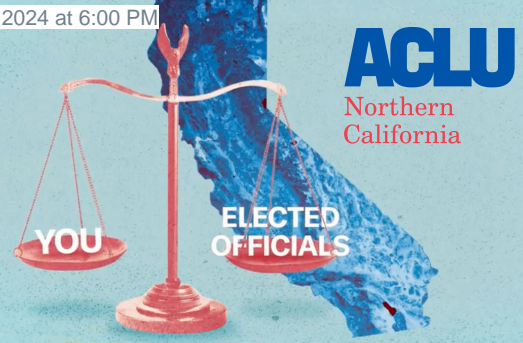
## Brown Act Training

**Section:** II. Governance  
**Item:** A. Brown Act Training  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** ACLU Brown Act Fact Sheet (08.26.24).pdf

# THE BROWN ACT

## Frequently Asked Questions

**KNOW THE FACTS**



### I. OVERVIEW OF THE BROWN ACT

#### A. What is the Brown Act?

The Ralph M. Brown Act is California’s open meetings law. It mandates open and transparent government meetings for local legislative bodies.

**The Brown Act applies only to local agencies such as city councils, school boards, and county boards of supervisors.**

It requires local agencies to adhere to a set of rules so that government officials are not meeting in secret.

These rules mandate that members of the public have notice of government meetings and an opportunity to comment on what officials are doing in their name. The Brown Act creates transparency that strengthens democracy.

|                             | SUBJECT TO BROWN ACT | NOT SUBJECT TO BROWN ACT |
|-----------------------------|----------------------|--------------------------|
| City Council                | ✓                    |                          |
| County Board of Supervisors | ✓                    |                          |
| School Board Meetings       | ✓                    |                          |
| Meetings without a quorum   |                      | X                        |
| Ceremonial Meetings         |                      | X                        |

#### B. What bodies are subject to the Brown Act?

The Brown Act governs local bodies, including:

- City Councils
- County Board of Supervisors
- School Boards
- Special Districts such as water districts
- Other similar governing bodies such as commissions, committees, and even some agencies governing private corporations or hospitals.

The Brown Act applies to: “the governing body of a local agency or any other local body created by state or federal law; a commission, committee, board or other body of a local agency or that governs private corporations if a certain criteria is met; and the lessee of any hospital subject to specific provisions.”

#### C. When is a committee a legislative body?

Whether a committee is a legislative body subject to the Brown Act depends on several factors. For example, an “advisory committee” composed solely of members of a legislative body that are less than a quorum of the legislative body is not subject to the Brown Act unless it is a committee created by formal action that covers a **continuing subject matter** or if its **meeting schedule is fixed** by a formal action of the legislative body.

An “ad hoc” committee composed only of **less than a quorum** of legislative members researching a particular issue for a **limited time** is likely not subject to the Brown Act.

If, however, a committee with less than a quorum of legislative members **also includes members of the public or staff personnel**, then that committee would be subject to the Brown Act.

## II. MEETING AGENDAS

### A. How can I attend a public meeting of a legislative body?

You can typically attend public meetings in person at the location listed on the meeting agenda. If the meeting location is at capacity, some legislative bodies provide overflow rooms. **Some meetings also provide teleconferencing or videoconferencing options for the public, but such options are not always required.**

### B. How do I know what the board or council will be meeting about?

Any meeting must include an agenda posted ahead of the meeting. The agenda must include a brief description of each item of business that will be discussed, providing enough information for the public to know what the legislative body will be considering during the meeting. **Generally, the legislative body cannot take action on an item that is not included on the meeting agenda.**

### 1. What are the agenda posting requirements under the Brown Act?

| FOR REGULAR MEETINGS   | FOR SPECIAL MEETINGS  | FOR EMERGENCY MEETINGS  |
|--|---|---|
| Defined as a meeting set by the legislative body to conduct its business and meet as a full body, with a regular time and place.   | Defined as a meeting that is set outside of the regular scheduled meetings to address specific, urgent, or time-sensitive matters.  | Defined as occurring during drastic circumstances, such as work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body. |
| <ul style="list-style-type: none"> <li>✓ 72 Hours in advance</li> <li>✓ Includes time and location</li> <li>✓ Brief description of each discussion item, including items that will be discussed in closed session</li> <li>✓ Available in alternative ADA formats</li> <li>✓ Distribute in advance to those who request copies</li> <li>✓ Posted in a physical location</li> <li>✓ Posted on the agency's primary internet homepage</li> </ul> | <ul style="list-style-type: none"> <li>✓ 24 Hours in advance</li> <li>✓ Includes time and location</li> <li>✓ Brief description of each discussion item, including items that will be discussed in closed session</li> <li>✓ Available in alternative ADA formats</li> <li>✓ Delivered to each member of the legislative body</li> <li>✓ Delivered to each local newspaper, radio, or television stations requesting notice in writing</li> </ul> | <ul style="list-style-type: none"> <li>✓ Does not require advance notice</li> </ul>   |

### 2. What are action items on an agenda?

Action items are those that are on the agenda and require the legislative body to deliberate and vote on the item. **The legislative body cannot take action or discuss any item not on the agenda; however, members of the legislative body can**

**briefly respond to statements or questions asked by the public.** They can also make brief announcements. Only under very limited circumstances can a legislative body take action on items not on the agenda.

### 3. What are closed session items?

In limited circumstances, the legislative body can hold a “closed” session during a regular or special meeting. This means that the body can meet behind closed doors. For example, a closed session is permitted to allow the legislative body to meet with its legal counsel about pending litigation and to consider personnel matters, including to hear complaints and charges brought against an employee. The agenda must include a brief description of the closed session item and the legislative body must report to the public if they took any action in closed session.



## III. PUBLIC COMMENTS

### A. Can I provide comments during a local public meeting?

Yes. The public can provide verbal comments either during the general public comment period or on a specific agenda item. For the general public comment period, the public can give comments on any matter within the subject matter jurisdiction of the legislative body. For any agenda items, the public must be given an opportunity to comment before or during the body’s consideration of the item.

#### 1. Can the legislative body limit my comments to only those pertaining to the agenda item?

Yes. Your comments can be limited to only the agenda item you’re commenting on. If you start providing comments on a different issue or a different agenda item, the body can ask you to hold your comments.

#### 2. Can the legislative body limit the length of my public comments?

Yes. The legislative body can adopt *reasonable* limits, including the total amount of time allocated for public comment or for each individual speaker (e.g., limiting each person to only 3 minutes for each agenda item).

### 4. What is a consent calendar?

A consent calendar includes items deemed routine in nature. Items on a consent calendar will be considered as a block and voted upon in one vote unless a member of the legislative body “pulls” an item from the consent calendar for individual consideration later in the meeting. A member who votes in favor of the consent calendar is voting in favor of each item listed on the consent calendar.

### 3. Can I use an interpreter to provide my public comments?

Yes. If the legislative body imposes time limits on public comment and you are using an interpreter to give your public comments, you must be provided with twice the allotted time to give your comments. If the legislative body uses translation equipment that allows for simultaneous translation, the legislative body is not required to provide you with twice the time.

### 4. Can I provide written comments?

Yes, you can submit written comments before a public meeting.

### B. Do I have to provide my name to attend the meeting?

No, you do not have to provide your name to attend the meeting. If an attendance list is posted near the entrance of the meeting or circulated during the meeting, it needs to state that signing is voluntary.

### 1. Are speaker cards permitted?

Yes. You may be asked to sign up on a list or “speaker card” if you want to provide public comment. Some legislative bodies do this so they can track how many speakers want to provide public comment. But you cannot be prohibited from speaking if you refuse to sign up on a list or speaker card.



## IV. DECORUM RULES

### A. Can I be removed from a public meeting?

#### 1. Removal for disrupting a meeting.

Yes. You can be removed from a public meeting if are “disrupting” the proceedings or making true threats. Disrupting means engaging in behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting. **Before you can be removed for disruption, you must receive a warning from the body that your behavior or actions are interrupting the meeting.** You can be removed from the meeting if you do not stop your disruptive behavior.

A warning is not required if you engage in behavior that constitutes use of force or a true threat of force.

#### 2. Can I criticize the legislative body?

Yes, you can criticize the legislative body. The legislative body cannot prohibit you from criticizing their policies, procedures, program, or services. They also can’t prohibit you from criticizing their actions, decisions, or failures to act.

## V. REMOTE MEETINGS

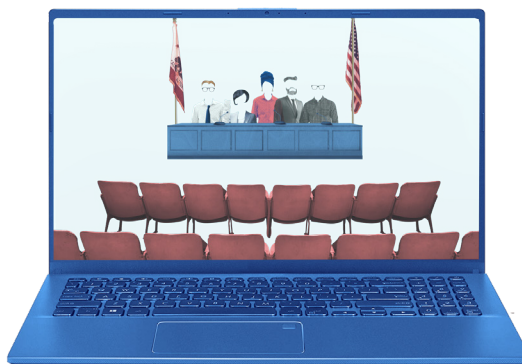
### A. Are members of legislative bodies allowed to participate remotely in a public meeting?

Yes, members of legislative bodies are allowed to participate remotely in public meetings if they have a “just cause” or an emergency. “Just cause” is limited to caregiving responsibilities, illness, physical or mental disability, or travel due to official business. An emergency is a physical or family medical emergency that prevents a member from attending in person. Members are also limited in how many times in a year they can participate remotely.

A majority of members, also known as quorum, is still required to meet in a physical, accessible location.

### B. Can I participate in a public meeting remotely via phone or teleconference?

It depends. If a member participates remotely under one of the “just causes” or emergency situations described above, then a remote option must also be made available to the public. Some bodies also provide a call-in or teleconference option for members of the public to participate, though it is not always required. Check the body’s website for details on how to observe and participate in a meeting.



**MORE INFORMATION AT [WWW.ACLUNC.ORG/OPEN-MEETING-RIGHTS](http://WWW.ACLUNC.ORG/OPEN-MEETING-RIGHTS)**

Artwork by Arielle\_designs

# Coversheet

## Consideration of the Consent Agenda

|                          |   |
|--------------------------|---|
| <b>Section:</b>          | III. Consent Agenda   |
| <b>Item:</b>             | A. Consideration of the Consent Agenda  |
| <b>Purpose:</b>          | Vote  |
| <b>Submitted by:</b>     | Tom Peraic  |
| <b>Related Material:</b> | Employee Handbook 2024-2025 (08.26.24).pdf<br>Campus Search and Seizure Policy (08.26.24).pdf<br>Immunization Policy (08.26.24).pdf<br>Uniform Complaint Policy and Procedures - Revised (08.26.24).pdf<br>Sharon Waller - ICA (08.26.24).pdf<br>Therapy Zone 4 Kids - ICA (08.26.24).pdf<br>Therapy Zone 4 Kidz - Exhibit A (08.26.24).pdf<br>Bailey Jones - ICA (08.26.24).pdf<br>San Benito COE - MOU re Vision Services (08.26.24).pdf<br>Proposition 2 - BR_2024-17 (08.26.24).pdf |

### BACKGROUND:

1. The 2024-2025 Employee Handbook has been prepared and is recommended for adoption
2. The Campus Search and Seizure Policy has been formalized and is recommended for adoption
3. The Immunization Policy has been formalized and is recommended for adoption
4. The Uniform Complaint Policy has been amended so that General Counsel is identified as Navigator's Compliance Officer and is recommended for adoption
4. An independent contractor agreement is being presented for Sharon Waller to provide student services as needed and is recommended for adoption
5. An independent contractor agreement is being presented for Therapy Zone 4 Kids to provide student services as needed and is recommended for adoption
6. An independent contractor agreement is being presented for Bailey Jones to provide nursing services as needed and is recommended for adoption

7. An MOU with San Benito County Office of Education is being presented to provide vision services as needed and is recommended for adoption

8. Proposition 2 earmarks up to \$600M in funds for facilities for charter schools and a resolution in support is being presented and is recommended for adoption

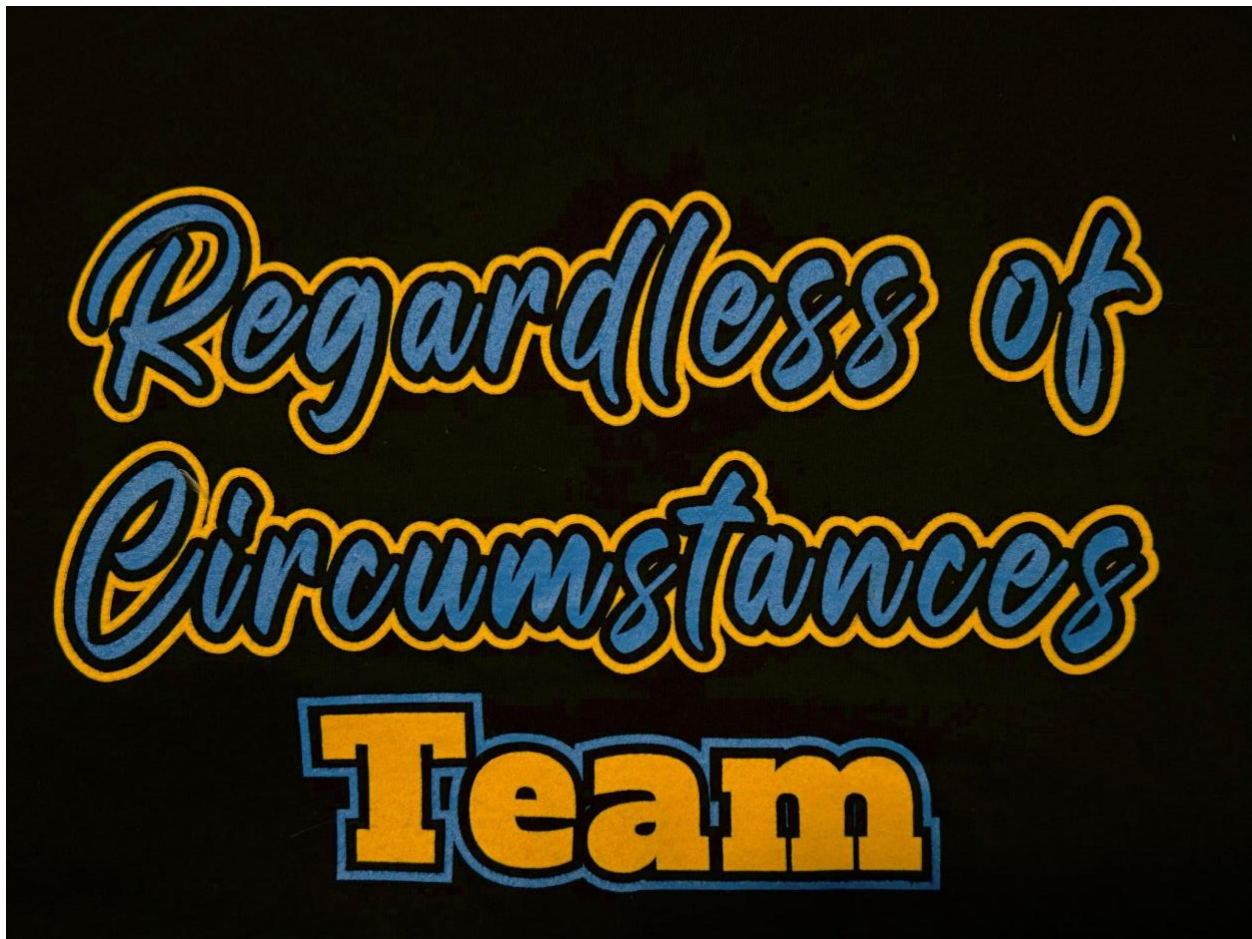
RECOMMENDATION:

If all is in order, staff recommends adoption of the consent agenda items as stated above.

Please note that any Board member may pull any one (or more) of the above items off of the consent agenda to answer and questions and/or for any discussion.



# Employee Handbook (08.24 update)



Improving Our Communities Through Education  
[Navigatorschools.org](http://Navigatorschools.org)



### ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE PEOPLE SUPPORT DEPARTMENT.

EMPLOYEE NAME: \_\_\_\_\_

I ACKNOWLEDGE that I have received a copy of the Employee Handbook (08.24 update). I have read and understood the contents of the Handbook, and I agree to abide by its contents and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

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

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

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

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please complete this document and return it to the People Support department.  
For your records, a copy of this form is included in the handbook.**



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**INTRODUCTION TO NAVIGATOR SCHOOLS EMPLOYEE HANDBOOK**

This Handbook is designed to help employees get acquainted with Navigator Schools (hereinafter referred to as “Navigator” or “School” or “Navigator Schools”).

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

Due to the fact that Navigator is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook or the policies and procedures on which they may be based at any time without advance notice. Navigator also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate. No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification must be in writing.

This Handbook is the property of Navigator Schools, and it is intended for personal use and reference by employees of Navigator. Circulation of this Handbook outside of the School requires the prior written approval of the Chief Executive Officer & Superintendent (CEO). Employees must sign the acknowledgment form and return it to the People Support Department. This will provide the School with a record that each employee has received this Handbook.





## CONDITIONS OF EMPLOYMENT

### **Equal Employment Opportunity Is Our Policy**

Navigator Schools is an equal opportunity employer. It is our policy to afford equal employment and advancement opportunities to all individuals without regard to race (including, but not limited to, traits historically associated with race, such as hair texture and hairstyles, including but not limited to braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin or , ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the United States), physical or mental disability (including HIV and AIDS), medical condition (including cancer and genetic characteristics), genetic information, marital/registered partner status, sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, or related medical conditions), sex stereotype (including an assumption that a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex), gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned), age (40 years and over), sexual orientation, veteran and/or military status, taking a leave of absence pursuant to the Family and Medical Leave Act (FMLA), Pregnancy Disability Leave (PDL) law, the Americans with Disabilities Act (ADA), California Family Rights Act (CFRA), the Fair Employment and Housing Act (FEHA), laws related to domestic violence, sexual assault, and stalking, political affiliation, or any other status protected by federal, state, or local laws. Navigator is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to, recruiting, hiring, placement, transfer, training, promotion, compensation, termination, and benefits of existing employees.

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the People Support Department or your School Principal and request such an accommodation. The individual with the disability should specify what accommodation they need to perform the job. Navigator then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform their job. Navigator will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, Navigator will make the accommodation.



## **Employment At-Will**

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

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

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

## **Criminal Background Checks**

As required by law, all individuals working or volunteering at Navigator will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise Navigator’s commitment that the safety and the well-being of students takes precedence over all other considerations. Conditions that preclude working at Navigator include but are not limited to conviction of a controlled substance or sex offense or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse, or neglect, violence, or any other offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at Navigator. Additionally, should an employee, during their employment with Navigator, be arrested for, or charged with, or convicted of any offense during their employment with Navigator, the employee must immediately report as much to the People Support Department. Submitting to a criminal background investigation is a condition of initial employment with Navigator and the costs associated with the submission will be borne by the applicant.



### **Subsequent Arrest Notification**

All employees are subject to “Subsequent Arrest Notification” by the DOJ upon accepting employment with the School. Any time an employee is arrested for, charged with, or convicted of an offense after their initial criminal background check clearance by the School, the DOJ will notify the School’s Custodian of Records. Nonetheless, employees must report any arrest, charge, or conviction to the School as described in the Criminal Background Check Policy. The School will evaluate the new information and determine whether any further action by the School is necessary. The decision of the School shall be final.

### **Tuberculosis Testing**

All new employees of Navigator must submit written proof from a health care provider of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, an examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with Navigator. With the exception of volunteers, the cost of the exam will be borne by the applicant. If an employee or volunteer falsifies a TB risk assessment or examination, Navigator may immediately impose disciplinary action, up to and including termination. Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the People Support Department. This requirement also includes food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to Navigator will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with Navigator students, as may be required.

### **Immigration Compliance**

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



Navigator shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law.

Further, Navigator shall not discriminate against any individual because they hold or present a driver's license issued per Vehicle Code Section 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Workers Protection Act, Navigator shall not allow a federal immigration enforcement agent to enter any nonpublic areas of Navigator without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a valid subpoena or judicial warrant, Navigator will give employees notice of the inspection before and after it has occurred, as required by law.

### **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in their professional capacity or within the scope of their employment whom they know or reasonably suspect have been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

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

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

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



## **Professional Boundaries: Staff/Student Interaction Policy**

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

### **Corporal Punishment**

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

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

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

- A. Examples of PERMITTED actions (NOT corporal punishment)
  1. Stopping a student from fighting with another student
  2. Preventing a pupil from committing an act of vandalism
  3. Defending yourself from physical injury or assault by a student
  4. Forcing a pupil to give up a weapon or dangerous object
  5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills
  6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities
  
- B. Examples of PROHIBITED actions (corporal punishment)
  1. Hitting, shoving, pushing, or physically restraining a student as a means of control (unless the student is a danger to themselves or others)
  2. Making students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment
  3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain

### **Acceptable and Unacceptable Staff/Student Behavior**

This policy is intended to guide all Navigator faculty and staff in conducting themselves in a way that



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

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

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

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations, and intentions.

### **Duty to Report Suspected Misconduct**

When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, it is the duty of every staff member to immediately report it to an administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse to the Title IX Coordinator immediately.

### **Unacceptable Staff/Student Behaviors (Violations of this Policy)**

- (a) Giving gifts to an individual student that are of a personal and intimate nature
- (b) Kissing of any kind
- (c) Any type of unnecessary physical contact with a student in a private situation
- (d) Intentionally being alone with a student away from the school
- (e) Making or participating in sexually inappropriate comments
- (f) Sexual jokes



- (g) Seeking emotional involvement with a student for your benefit
- (h) Listening to or telling stories that are sexually oriented
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior

**Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission**

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

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

**Cautionary Staff/Student Behaviors**

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

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

**Acceptable and Recommended Staff/Student Behaviors**

- (a) Getting parents’ written consent for any after-school activity
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions
- (c) Emails, text, phone, and instant messages to students that are professional and pertain to school activities or classes (communication should be limited to school technology)
- (d) Keeping the door open when alone with a student
- (e) Keeping reasonable space between you and your students
- (f) Stopping and correcting students if they cross your own personal boundaries
- (g) Keeping parents informed when a significant issue develops about a student
- (h) Keeping after-class discussions with a student professional and brief
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries
- (j) Involving your supervisor if a conflict arises with the student
- (k) Informing the Principal about situations that have the potential to become more



severe

- (l) Making detailed notes about an incident that could evolve into a more serious situation later
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers
- (n) Asking another staff member to be present if you will be alone with any type of students with learning differences
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours
- (p) Giving students praise and recognition without touching them
- (q) High fives, fist bumps, and handshakes
- (r) Keeping your professional conduct a high priority
- (s) Asking yourself if your actions are worth your job and career

### **Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation**

Navigator is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. Navigator Schools' policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including, but not limited to, traits historically associated with race, such as hair texture and protective hairstyles, including but not limited to such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin or , ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the United States), citizenship, physical or mental disability (including HIV and AIDS), medical condition (including cancer and genetic characteristics), genetic information, marital/registered partner status, sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, or related medical conditions), sex stereotype (including an assumption that a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex), gender (including gender identity, and gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned), age (40 years and over), sexual orientation, veteran and/or military status, taking a leave of absence pursuant to the protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act (FMLA), Pregnancy Disability Leave (PDL) law, the Americans with Disabilities Act (ADA), or the California Family Rights Act (CFRA), the Fair Employment and Housing Act (FEHA), laws related to domestic violence, sexual assault, and stalking, victim status, political affiliation, or any other status protected by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent





contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

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

When Navigator Schools receives allegations of unlawful harassment, discrimination, or retaliation, the Title IX Coordinator or designee will review the complaint and decide whether the allegations qualify as a Title IX or non-Title IX complaint. If the complaint is within the scope of Title IX, the matter will be addressed under the Title IX policy. A copy of the Title IX Policy is available from the Title IX Coordinator and is posted on the Navigator Schools website. If the complaint is not within the scope of the Title IX Policy, it will be addressed pursuant to the procedures in this policy.

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

#### **Prohibited Unlawful Harassment:**

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

#### **Prohibited Unlawful Sexual Harassment**

Navigator is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to and including dismissal, of the offending employee. Sexual harassment means harassment based on sex or conduct of a sexual nature and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may



include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical harassment.

Sexual harassment consists of sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when:

1. submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment
2. an employment decision is based upon an individual's acceptance or rejection of that conduct
3. that conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment

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

As required by law, all supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will include the prevention of abusive conduct in the workplace that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests, including but not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Other staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

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

Sexual harassment may include, but is not limited to:



1. Physical assaults of a sexual nature, such as:
  - a. Rape, sexual battery, molestation, or attempts to commit these assaults and
  - b. Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body
2. Unwanted sexual advances, propositions, or other sexual comments, such as:
  - a. Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
  - b. Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct
  - c. Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making the performance of the employee's job more difficult because of the employee's sex
3. Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
  - a. Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning, or pornographic or bringing to work or possessing any such material to read, display or view at work
  - b. Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning, or pornographic; and
  - c. Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than student restrooms or similar rooms)

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

Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation, filing of a complaint, or reporting harassment.

Navigator will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible and consistent with a full, fair, and proper investigation. Navigator is committed to



remediating any instances where investigation findings demonstrate unlawful harassment has occurred.

### **Threats and Violence**

Navigator complies with the Workplace Violence Prevention Act. It is Navigator's intention to maintain a safe work environment, free from intimidation, threats or violent acts, or other conduct that can impair the ability of employees or contract workers to perform their jobs. This includes but is not limited to: verbal or written threats; intimidating or threatening behaviors or words; physical or verbal abuse; vandalism; arson; sabotage; use of weapons; carrying weapons of any kind onto a work site or Navigator property; or any other act or activity on Navigator premises or Navigator time which, in the sound and sole judgment of site and organizational leadership, is inappropriate to the workplace. It also includes jokes or offensive remarks regarding violent threats, events, or comments.

To avoid such risks and to demonstrate its commitment to a work environment free of such hazards, Navigator has established the following specific policy regarding threats and violence in the workplace. This policy applies to all Navigator employees and contract personnel, as well as to persons performing services for Navigator on a purely voluntary basis.

The following behavior, no matter who it is directed to, is at all times strictly prohibited while on Navigator premises, during work hours, and/or when performing any Navigator business: verbal or written threats, intimidating or threatening behaviors or words, physical or verbal abuse, vandalism, arson, sabotage, use of possession of weapons, carrying weapons of any kind onto a work site or Navigator property, or any other act or activity on Navigator premises or Navigator time which, in the sound and sole judgment of Navigator management, is inappropriate to the workplace. Also prohibited are jokes or offensive remarks regarding violent threats, events, or comments.

### **Procedures**

Individuals who feel they have been subjected to any of the behavior prohibited by this policy must immediately report the incident to their supervisor or a member of Navigator leadership. Complaints will be taken seriously and will be investigated. Employees who observe or otherwise have any knowledge of any violation of this policy must immediately report the violation to their supervisor or Navigator leadership. Navigator will take appropriate action to address any such violations and will look to employees for their full support and cooperation. Employees are empowered to contact the appropriate law enforcement authorities without first informing Navigator leadership if they believe a threat to the safety of themselves or others exists.



### **Disciplinary Action**

Violation of this policy may result in disciplinary action, up to and including the immediate termination of employment or engagement, as Navigator, in its sole discretion, deems necessary or appropriate in light of the particular facts and circumstances surrounding the violation. Mandatory participation in and satisfactory completion of counseling sessions may become a condition of continued employment upon violation of this policy.

### **Enforcement**

Individuals are expected to cooperate fully in the Navigator investigation of possible violations of this policy. In order to ensure compliance with this policy, Navigator reserves the right to question and inspect any person on, entering, or leaving its premises (including parking lots and other work sites), along with any packages the person may be carrying, when there is a reasonable suspicion that the person is, has been, or may be violating this policy. All lunch containers, briefcases, handbags, parcels, desks, cabinets, lockers, personal computer files, voicemail, email, vehicles, and the like are subject to inspection and search, as are employees and their personal effects.

Any illegal and/or otherwise unauthorized articles discovered on such a search may be taken into custody and turned over to appropriate law enforcement officials. Refusal to consent to such an inspection or to otherwise cooperate in an investigation conducted under this policy is grounds for immediate discipline, up to and including immediate termination of employment or engagement.

### **Workplace Violence Prevention Plan (WVPP)**

Navigator Schools is committed to maintaining a safe and secure environment for all employees, students, and visitors. We have a zero-tolerance policy for any form of workplace violence, including threats, intimidation, harassment, and physical violence. Navigator Schools maintains WVPP at all sites. For more information and access to the plans, contact site principals or the Director of Compliance & Operations.

### **Whistleblower Policy**

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



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

### **Drug and Alcohol Free Workplace**

Navigator recognizes the importance of maintaining a safe, productive, and efficient work environment. The use or abuse of alcohol or drugs by employees can impair the ability of those employees to perform their jobs and also can result in accidents and/or other failure, which may pose serious risks to employees, co-workers, guests, and the general public. To avoid such risks and to demonstrate its commitment to a work environment free of the hazards associated with the misuse of drugs and alcohol, Navigator has established this policy regarding substance use and abuse.

This policy is applicable to all applicants for employment and all Navigator employees, temporary and contract personnel. For purposes of this policy only, the term “employee” includes all temporary and contract personnel.

### **Drug or Alcohol Presence, Its Use, Possession, or Distribution**

Navigator absolutely prohibits the use, possession, transfer, sale, purchase, manufacture, distribution, dispensation, solicitation, or being under the influence of any illegal or unauthorized drug or other intoxicant (including alcohol and cannabis) while on Navigator premises during work hours and/or while performing any Navigator business, or attending a work event, whether on Navigator premises or at any other location.

Prescription medication prescribed by a licensed physician and used strictly in accordance with the prescription instructions is allowed unless the dosage results in the employee being under the



influence and/or unable to perform normal work duties. Navigator Schools prohibits employees from being under the influence of any drug or intoxicant while working.

While Navigator has no wish to intrude into the private lives of its employees, it recognizes that off-the-job abuse of alcoholic beverages, drugs, intoxicants, and the use or misuse of prescription or over-the-counter drugs, could render employees unfit to perform their duties properly or jeopardize other employees or the public. Accordingly, off-duty substance use or abuse is prohibited to the extent that such use or misuse adversely affects the employee's ability to perform his or her job. Any employee who appears to be in a condition unsuitable for the proper performance of their work duties shall not be permitted to work.

### **Substance Abuse Testing**

Navigator may require employees to submit to urine testing and/or breath alcohol testing under the following conditions to detect the presence of alcohol or other illegal substances in an individual's system:

1. **Reasonable Suspicion Testing:** Navigator reserves the right to require and conduct substance abuse testing on employees if, in Navigator's judgment, there is reasonable suspicion that such testing is appropriate. Testing will include urine testing for illegal substances and/or breath alcohol testing.
2. **Testing When Required by Law:** Navigator reserves the right to conduct substance abuse testing if such is required by law.

### **Disciplinary Action**

Violation of this policy or failing a substance abuse test may result in disciplinary action up to and including the immediate termination of employment, as Navigator, in its sole discretion, deems necessary or appropriate in light of the particular facts and circumstances. Navigator may initiate discipline at any stage when there is reasonable cause to believe a violation of this policy has occurred.

Employees who fail a substance abuse test may, at Navigator's discretion, have continued employment be conditioned upon mandatory enrollment in and satisfactory completion of an inpatient or outpatient drug or alcohol rehabilitation program. In addition, employees who fail a test under the terms of this policy may, at Navigators discretion, have continued employment conditioned upon mandatory enrollment in, and satisfactory completion of, a certified substance abuse rehabilitation program. Notification by the program sponsor of successful completion must be provided to Navigator as a condition of continued employment.

Refusal to undergo testing as provided by this policy is considered an act of insubordination regarding legitimate Navigator policy.



### **Employee Obligations**

All Navigator employees must abide by the terms of this policy. Employees are required to consult with their health care provider anytime they intend to use a legal drug while working whose instructions for use indicate the drug may affect or impair judgment, coordination or other senses, or may adversely affect the employee's ability to perform their job duties in a safe manner. The employee may report to work only if the health care provider states that such employee may safely continue to perform their job duties while taking the legal drug.

### **Enforcement**

Any employee who violates the prohibitions set forth above will be subject to disciplinary action, which may include suspension, placement on probation, satisfactory completion of a duly authorized treatment/rehabilitation program, and/or termination. Poor performance or poor attendance due to alcohol abuse or substance abuse may also result in suspension, probation, mandatory enrollment in a substance abuse program, and other discipline, up to and including termination.

1. Searches: Navigator reserves the right to require employees, while on duty or on Navigator property (including parking lots), to agree to inspections of their person, vehicles, packages they may be carrying, briefcases, handbags, lunch bags, desks, and the like. If an employee withholds consent to an inspection, Navigator may immediately impose disciplinary action, up to and including termination.
2. Investigations: Navigator reserves the right to investigate any possible violations of this policy. If an employee refuses to cooperate in an investigation conducted under the policy, Navigator may discipline the employee, up to and including termination.

### **Employee Assistance**

Navigator may elect to assist employees who recognize that they have a problem with substance dependency that may interfere with their ability to perform their job in a satisfactory manner. To assist employees in overcoming substance abuse problems, Navigator may, in its sole discretion, offer the following rehabilitative help:

1. Medical benefits for substance abuse treatment through Navigator's medical group insurance (provided the employee has enrolled in such a plan)
2. Referral information about community resources that are available for the assessment and treatment of drug or alcohol dependency problems

Navigator may reasonably accommodate any employee's request for time off without pay to voluntarily enter and participate in an alcohol or drug rehabilitation program in accordance with its





legal obligations, provided such accommodation does not impose an undue hardship on Navigator. If the employee has sick or vacation time available, it may be used to avoid loss of pay while participating in a rehabilitation program. If an employee requests time off to participate in such a program, Navigator will also make reasonable efforts to keep the fact that the employee enrolled in the program confidential. However, employees may not avoid disciplinary action, up to and including immediate termination, by entering a rehabilitation program after a violation of this policy is discovered.

It is the goal of this policy to promote a safe workplace for Navigator employees and to encourage an employee experiencing the effects of drug or alcohol abuse to obtain professional assistance.

### **Procedure**

When a supervisor has reasonable cause to believe that an employee is in violation of any part of this policy, the supervisor should immediately contact their supervisor and People Support to inform them of the situation.

After the supervisor or People Support has been notified, an authorized representative of Navigator may immediately request a search of the employee's belongings, and ask that the employee cooperate in a drug/alcohol screening test, or take other steps as authorized herein. Upon such a request, the employee will be required to submit to an immediate search.

An employee's refusal to allow such a search or drug/alcohol test will be considered major misconduct, subjecting the employee to discipline up to and including immediate termination. Pending the results of the investigation, the employee may be immediately suspended without pay until a decision by appropriate management can be made.

### **Confidential Information**

All information relating to staff, students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All education records of all students shall be kept strictly confidential. Failure to maintain student education record confidentiality can violate the Family Educational Rights and Privacy Act (FERPA) and may result in disciplinary action, up to and including termination.

### **Conflict of Interest**

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should



immediately and fully disclose the relevant circumstances to the People Support Department, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

### **Nepotism and Relationships**

There may be occasions when Navigator employs members of the same family. Navigator does not discriminate in its employment and personnel actions with respect to its employees and applicants on the basis of marital or familial status. Notwithstanding, Navigator retains the right to refuse to appoint a person to a position in the same department, division or facility so as to avoid any potential conflict of interest. The People Support Department shall have the authority and responsibility for determining if such a potential for adverse impact exists or does not exist.

This applies to individuals who are related in the following manner: spouse, child or stepchild, parent or stepparent, grandparent or grandchild, brother or sister, uncle or aunt, nephew or niece, or in-laws including father, mother, daughter, son, brother or sister.

At times, consensual romantic and/or sexual relationships or platonic living relationships between co-workers may occur. Such relationships between a supervisor and an employee in which the supervisor has the ability to impact the progress or assignments of another employee are prohibited. Therefore, if such relationships arise between a supervisor and an employee, the supervisor is required to disclose the relationship to the People Support Department so that a change in the responsibilities of the individuals involved or transfer of location within Navigator can occur.

We recognize that co-workers often engage in platonic living arrangements and promotions into supervisory positions occur with individuals in this arrangement. Navigator will work closely with the supervisor's and supervisory employee's management to determine the appropriate action. At a minimum, the supervisor must withdraw from participation in activities or decisions that may reward or disadvantage the employee, including decisions related to hiring, performance appraisals, promotions, compensation, work assignments and discipline. Individuals involved must find alternative living arrangements within 60 days of the change in position.

Employees are not permitted to be in working relationships that could create situations that, in Navigator's sole discretion; unduly influence their job performance or the performance of others.

Whether or not the relationship has been disclosed, if you believe that you were penalized in terms



of employment because of such a relationship, you should contact the People Support department immediately.

For purposes of these provisions, "supervisory employee" or "supervisor" means any employee, regardless of job description or title, having authority in the interest of the employer to hire, transfer, suspend, promote, discharge, assign, reward or discipline other employees using independent judgment.

In relation to executive leadership, no executive team members, including the CEO, are allowed to hire any related individuals without consent from the Navigator Board.

### **Smoking**

Navigator Schools are non-smoking facilities. Tobacco is not permitted on any Navigator school site or other workplace location.

## **THE WORKPLACE**

### **Employee Classifications**

For salary administration purposes and to determine eligibility for certain employee benefits, Navigator assigns employees to one or more of the following employee classifications. Change in employment status may result from a job change, promotion, a change in working hours, or a change in job description.

#### **Exempt Employees**

Exempt employees include professional staff, teachers, supervisors, staff and others whose duties and responsibilities allow them to be exempt from overtime pay provisions. Exempt employees are generally paid on a salary basis, and their salary already takes into account that long hours are necessary at times.

#### **Non-Exempt Employees**

Under applicable law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of eight (8) hours per day, forty (40) hours per workweek, or for working seven consecutive days during the workweek. These employees are referred to as "non-exempt" at Navigator. This means they are not exempt from (and therefore should receive) overtime pay. Non-exempt employees are required to keep a record of their time and submit that record to Navigator payroll each payroll cycle.



### **Part-Time Employees**

Employees working less than thirty (30) hours per week are considered part-time staff and are not eligible for Navigator health benefits but are eligible for holiday pay, sick time, and vacation time according to our sick and vacation time chart.

### **Full-Time Employees**

Employees working thirty (30) hours or more a week are considered full-time employees and are eligible for Navigator health benefits, holiday pay, sick time, and vacation time according to our sick and vacation time chart.

### **Temporary Employees**

Temporary employees are hired for a specific period or specific work project. Navigator reserves the right to extend the duration of temporary employment where necessary. Temporary employees are not eligible for health benefits unless specifically permitted by law. While employed at Navigator, temporary employees are eligible for holiday pay, bereavement leave, sick time, and vacation time according to our sick and vacation time chart. This employment classification does not affect information contained in the at-will employment agreement.

### **Substitute Employees**

Employees temporarily filling in and fulfilling the responsibilities of an assigned position on an on-call or as needed basis are considered substitute employees. Substitute employees may be called in for a short term or long term assignment. Substitute employees are not eligible for Navigator health benefits, holiday pay, or vacation time. Substitute employees on a long term assignment are eligible for at least **40 hours** of sick time off. This employment classification does not affect information contained in the at-will employment agreement.

### **Interim Employees**

Interim employees are placed in a temporarily vacant position for an extended fixed or open ended period of time. Navigator reserves the right to extend the duration of interim employment where necessary, or release the interim employee from the placement as needed. Full time eligible interim employees are eligible for health benefits. While employed at Navigator, Interim employees are eligible for holiday pay, bereavement leave, sick time, and vacation time according to our sick and vacation time chart. This employment classification does not affect information contained in the at-will employment agreement.

### **Work Schedule**

#### **Non-Exempt Work Schedule**

The regular workday schedule for full-time non-exempt employees is Monday - Friday, no more than



eight (8) per day and no more than forty (40) hours per week. There are some employees whose specific job requires their presence at other times. Part-time employees may have other hours, as determined by their supervisor. Occasionally, there will be events that require attendance at other times of the day or week, and employees are expected to be present. Daily and weekly work schedules are assigned by the employee's school site principal or supervisor.

### **Exempt Work Schedule**

Exempt employees are generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements. Daily and weekly work schedules are assigned by the employee's school site principal or supervisor.

### **Meal and Rest Periods**

Navigator complies with federal and state legal requirements concerning meal and rest periods. Navigator recognizes that employees perform at their best when they have the rest and nourishment they need. The information below provides information regarding when Navigator expects employees to take meal and rest periods.

#### **Meal Periods**

Navigator provides at least a 30-minute meal period to employees who work more than five hours in a work period and a second 30-minute meal period to employees who work more than 10 hours in a work period, unless they have elected to waive a meal period in accordance with Navigator's policy and state law. Under certain circumstances, employees can voluntarily elect to waive a meal period. Meal Period Waiver Forms are available from the People Support Department.

When an employee works for a work period of more than five hours, Navigator will provide a 30-minute meal period to start within the first five hours of work (e.g., if the employee begins work at 8 a.m., the meal period will be provided to start no later than 1 p.m.). When an employee works for a work period of more than 10 hours, Navigator will provide a second 30-minute meal period to start within the first ten hours of work (e.g., if the employee begins work at 8 a.m. and takes a first unpaid meal period of exactly 30 minutes, the second meal period will be provided to start no later than 6:30 p.m.).

Employees are relieved of all of their duties during meal periods and are allowed to leave the premises.

Navigator provides meal periods as follows:



| Number of Hours Worked in a Work Period | Number of Meal Periods Provided | Comments  |
|---|---------------------------------|---|
| 0 to $\leq$ 5.0                         | 0                               | An employee who does not work more than five hours in a work period is not provided with a meal period.   |
| > 5.0 to $\leq$ 10.0                    | 1                               | An employee who works more than five hours in a work period, but who does not work more than ten hours in a work period, is provided with a 30-minute meal period to start within the first five hours of work, subject to any meal period waiver in effect.                            |
| > 10.0                                  | 2                               | An employee who works more than 10 hours in a work period is provided with a second 30-minute meal period to start within the first 10 hours of work, subject to any meal period waiver in effect. The meal period waiver will be invalidated if the employee works more than 12 hours. |

Navigator does not pay non-exempt employees for meal periods, and consequently, non-exempt employees must record the start and stop times of their meal periods.

**Rest Periods**

Non-exempt employees are authorized and permitted to take a 10-minute paid rest period for every four hours worked, or major fraction thereof. Employees are relieved of all of their duties during rest periods and are allowed to leave the premises. Navigator authorizes and permits rest periods as follows:



| Number of Hours Worked in a Work Period   | Number of 10-Minute Rest Periods | Comments   |
|---|----------------------------------|--|
| 0 to < 3.5  | 0                                | A non-exempt employee who works less than 3.5 hours in a work period is not entitled to a rest period.   |
| 3.5 to ≤ 6  | 1                                | A non-exempt employee who works 3.5 to 6 hours in a work period is entitled to one 10-minute rest period.  |
| > 6.0 to ≤ 10.0   | 2                                | A non-exempt employee who works more than 6 hours in a work period but who does not work more than 10 hours in a work period is entitled to two 10-minute rest periods.    |
| > 10.0 to ≤ 14.0  | 3                                | A non-exempt employee who works more than 10 hours in a work period but who does not work more than 14 hours in a work period is entitled to three 10-minute rest periods. |
| <b>** Non-exempt employees who work more than 14 hours in a work period may be entitled to additional rest periods.</b> |                                  |  |

Whenever practicable, rest periods should be taken near the middle of each four-hour work period. Employees may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period. Because rest periods are paid, non-exempt employees should not clock out for them.

**Responsibilities**

Supervisors are responsible for administering their department’s meal and rest periods.



Any non-exempt employee who is not provided with a meal period or authorized and permitted to take a rest period pursuant to the terms of this policy is immediately entitled to a meal or rest period premium. Supervisors will be responsible for authorizing meal or rest period premiums. Any supervisor who knows or should reasonably know that a meal or rest period was not provided in accordance with this policy should arrange for a premium to be issued to the employee. Employees are responsible for reporting to their supervisor any meal period that was not provided or any rest period not authorized and permitted where the supervisor would have no reason to otherwise know of this fact. Employees who feel they are owed a premium as a result of this policy, but have not received the premium, should report the missing premium immediately to the People Support Department.

### **Lactation Accommodation**

Employees have the right to request lactation accommodation. Navigator will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has need to express milk. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for non-exempt employees. Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time are required, employees should work with their supervisor regarding scheduling and reporting the extra break time. Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

Navigator will provide employees with the use of a room or other location to express milk in private. The lactation room or other location will not be a bathroom and will be safe, clean, free from hazardous materials, in close proximity to the employee's work area, shielded from view and free from intrusion by co-workers and/or the public. This location may be the place where the employee normally works, if applicable. The lactation room or other location will include a surface on which to place a breast pump or other personal items, a place to sit and electricity or alternative devices (e.g., an extension cord or charging station) needed to operate an electric or battery-powered breast pump. Lactating employees who pump breastmilk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may also be used for other purposes. However, during times when an employee is using the location for lactation purposes, that use will take precedence over all other uses. Employees who have questions or concerns related to lactation room scheduling conflicts should contact the People Support Department. Any non-exempt





employee who is not provided with a break as requested to express milk, should immediately contact their supervisor or the People Support Department. Lactation is considered a pregnancy-related condition under California law. Employees who wish to request lactation accommodation should notify their supervisor or the People Support Department. If Navigator cannot provide break time or a location that complies with this Lactation Accommodation policy, the employee requesting the accommodation will be notified in writing.

Navigator will not discriminate or retaliate against an employee who requests or uses a lactation accommodation in accordance with this policy or otherwise exercises their rights under California's lactation accommodation law. Employees who feel their lactation accommodation rights have been violated can file a complaint with the California Labor Commissioner's Office.

### **Attendance, Tardiness, and Job Abandonment**

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

If it is necessary to be absent or late, employees are expected to call the designated personnel (i.e.: school Vice Principal, Office Manager, Site Operations Manager (SOM), Support Office supervisor, etc.) as soon as possible but no later than one hour before the start of the workday. If an employee is absent from work longer than one day, they are expected to keep the School and designated personnel sufficiently informed of the situation. As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including termination.

Navigator considers absence for more than three (3) consecutive days without notifying the designated personnel or the People Support Department as job abandonment and can be considered a voluntary resignation from employment.

### **Time Cards/Records**

By law, Navigator is obligated to keep accurate records of the time worked by non-exempt employees. Such employees shall be required to utilize Navigator's time card system, Paylocity.

Non-exempt employees must accurately record the time they work each day, including the time they begin work, the time they end work, and the time they start and return from meal periods. All employees are required to keep the office advised of their departures from and returns to Navigator



premises during the workday using the SchoolPass system.

Non-exempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact the designated personnel to make the correction. Both the employee and the designated personnel must initial such corrections. When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Non-exempt employees must report all time worked and must not work any time that is not authorized by their supervisors. This means non-exempt employees must not start work early, finish work late, work during a meal or rest break or perform any other extra or overtime work unless directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their supervisor or the People Support Department.

It is a violation of Navigator Schools practices for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked or to alter another employee's time records. If any employee is directed or encouraged to incorrectly report hours worked or to alter another employee's time records, they should report the incident immediately to the People Support Department.

All overtime work must be approved by the employee's supervisor prior to the time worked. For more information about our time and attendance system, please contact your school SOM or supervisor.

No person may record hours worked on another Navigator employee's timecard, except as to a supervisor making an authorized adjustment or error correction. Any employee who tampers with their own time card or another employee's time card may be subjected to disciplinary action, up to and including release from at-will employment with Navigator Schools.

### **Job Posting**

The People Support department will normally post all open positions within Navigator via email. The posting will include position title, details, and either a link to EdJoin or information about applying internally for the position.

Leadership reserves the right, at its discretion, to hire or promote from within to fill a position with a qualified candidate without prior posting of the job opening.



### **Use of Email, Voicemail, and Internet Access**

Navigator will permit employees to use its electronic mail, voicemail systems, and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The e-mail system and internet access are not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs, or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file, e-mail, or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. Navigator retains a copy of all passwords; passwords unknown to Navigator may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use their own personal devices or email accounts for Navigator-related communications. Such communications should only take place using Navigator-issued devices and via the employee's Navigator email account, unless authorized by the CEO or designee.

### **Equipment/Materials**

Navigator provides some employees with certain equipment and property to assist them in performing their job duties. Employees who are provided with Navigator-owned equipment or property, or who take Navigator-owned equipment or property away from the workplace, have a responsibility to protect the equipment or property from being lost, damaged, or stolen.

If the equipment or property placed in the care of an employee is lost, damaged, or stolen because of the employee's negligence or willful disregard, the employee may be required to pay Navigator an amount equal to the replacement value or repair cost of the equipment or property.

### **Personal Business**

Navigator's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal



telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use Navigator material, time, or equipment for personal projects. Violation of this practice will result in Navigator immediately imposing disciplinary action, up to and including termination.

### **Remote Work**

Remote work allows employees to work at home or in a satellite location for all or part of their workweek. Navigator Schools may consider remote work to be a viable work option when both the employee and the job are suited to such an arrangement. Remote working may be appropriate and available for some employees and roles but not for others. Remote work is not an entitlement, it is not an organization-wide benefit, and it in no way changes the terms and conditions of employment with Navigator Schools.

### **Remote Worker Policy**

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

### **Defining "Remote"**

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

### **Approval Process**

All remote employee statuses will be considered annually by the Director of People Support. Based on the recommendation of the proposed remote worker's supervisor and Director of People Support, the Director of People Support will make a determination that 1) The employee's length of time and performance at Navigator is strong, based on performance reviews, and 2) The role can be effectively carried out remotely. The Director of People Support will determine whether the role can be effectively carried out remotely, with input from outside experts and team members as



appropriate.

### **Reimbursable Travel Expenses**

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

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

### **Remote Work Space Supplies**

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

### **Technology**

Navigator's Technology Policy applies to remote workers.

### **Social Media**

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

1. Student and employee confidentiality policies must be strictly followed;
2. Employees must make clear that the views expressed in their blogs are their own and not those of Navigator Schools;
3. Employees may not use Navigator's logos, trademarks, and/or copyrighted material and are not authorized to speak on Navigator's behalf;
4. Employees are not authorized to publish any confidential or proprietary information maintained by Navigator Schools;
5. Employees are prohibited from making discriminatory, defamatory, libelous, or slanderous comments when discussing Navigator, the employee's supervisor, co-workers, and competitors;
6. Employees must comply with all Navigator Schools policies, including, but not limited to, rules against unlawful harassment and retaliation; and
7. Navigator equipment, including computers, iPads, and other electronic equipment,



may not be used for these purposes.

Navigator reserves the right to take disciplinary action against any employee whose Internet postings violate this or other Navigator Schools policies.

### **Personal Appearance/Dress Code**

Navigator believes that employees serve as role models. They should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Navigator encourages employees, during work hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process.

The following list is a general overview of appropriate attire. No dress code can cover all contingencies, so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you experience uncertainty about what is acceptable professional business casual attire for work, please ask your supervisor or someone on the People Support staff.

#### **Slacks, Pants, and Shorts**

Slacks that are similar to Dockers and other makers of cotton or synthetic material pants, wool pants, dressy capris, dressy jeans, and dress synthetic pants are acceptable. Nice Bermuda or cargo shorts (cut no more than 2" above the knee) are also acceptable. Inappropriate pants include: sweatpants, exercise pants, short shorts, and any spandex or other form-fitting pants. If jeans are worn, they should fit appropriately and look professional – no holes or rips, not excessively tight. Leggings are only acceptable when paired with a long shirt or dress. The length of the shirt or dress must meet at least mid-thigh length in both the front and back.

#### **Skirts, Dresses, and Skirted Suits**

Dress and skirt length and fit should be at a length at which you can sit comfortably in public and cut no more than 2" above the knee. Casual dresses and skirts that are split at or below the knee are acceptable. Mini skirts, skorts, beach dresses, and spaghetti-strap dresses are inappropriate for Navigator school campuses.

#### **Shirts, Tops, Blouses, and Jackets**

Casual shirts, dress shirts, sweaters, tops, golf-type shirts, and turtlenecks are acceptable attire for work. Most suit jackets or sport jackets are also acceptable attire for the office if they violate none of the listed guidelines. Inappropriate attire for work includes tank tops; spaghetti-strap tops; midriff



tops; shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans; halter tops; sweatshirts, and t-shirts unless worn under another blouse, shirt, jacket, or dress. All Navigator logo attire (shirts, sweatshirts, jackets) is acceptable.

### **Shoes and Footwear**

Conservative athletic or walking shoes, loafers, clogs, sneakers, boots, flats, dress heels, sandals (other than flip flops), and leather deck-type shoes are acceptable for work. Flip-flops, slippers, and athletic slides are not acceptable on campus.

### **Tattoos**

Visible tattoos are acceptable as long as they are not offensive in any way (naked people, inappropriate language, gang affiliation, etc.). Determination of what is offensive is the responsibility of the People Support Department.

### **Jewelry, Makeup, Fragrance, and Fingernails**

Subject to the Policy Prohibiting Harassment, Discrimination, and Retaliation, jewelry, makeup, fragrance, and fingernails should be in good taste, and must not interfere with work responsibilities. This includes causing physical harm to self or others, causing allergic reactions, or interfering in any other way. Determination of what is considered an interference is the responsibility of the People Support Department.

### **Hats and Head Covering**

Subject to the Policy Prohibiting Harassment, Discrimination, and Retaliation, hats may be worn on campus but may not be worn in the classroom. Head Covers that are required for religious purposes or to honor cultural tradition are allowed.

### **School Leadership & Support Office**

Professional dress is expected at all times while students are on campus and school is in session. Attire expectations on professional development days and non-school year work days are at the discretion of the site or Support Office leader. Clothing that reveals cleavage, back, more than ½ thigh, stomach, or underwear is not appropriate for work.

If clothing fails to meet these standards, as determined by the People Support Department, the employee will be asked to change immediately, or not wear the inappropriate item to work again. If the problem persists, the employee may be sent home to change clothes and will receive a verbal warning for the first offense. Progressive disciplinary action may be applied if dress code violations continue, up to and including termination.



## **Health and Safety Policy**

Navigator is committed to providing and maintaining a healthy and safe work environment for all employees. Employees are required to know and comply with Navigator's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to their supervisor any potential health or safety hazards and all injuries or accidents.

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

## **Security Protocols**

Navigator has developed guidelines to help maintain a secure workplace, including and not limited to a Safety Plan. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Vice Principal or SOM. Employee desks and offices should be secured at the end of the day. When an employee is called away from their work area for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities as well as the welfare of employees, depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Vice Principal or SOM when keys are missing or if security access codes or passes have been breached.

## **Staff ID Badge Procedure**

All Navigator Schools faculty and staff are required to "prominently" display the school issued identification (ID) badge on themselves via a badge clip on the upper half of the person's body or on a lanyard at all times while on any Navigator School campus and at designated school or Navigator Schools sponsored events. The Navigator ID badge must be visible at all times. School site keys must not be fastened together with an ID badge.

The ID badge allows anyone on campus to quickly identify faculty and staff and provides validation that the individual belongs on Navigator's campus. Faculty and staff will be \

issued one (1) ID badge on or before the official start of the school year. All visitors must report to the front office, and a temporary ID badge will be issued.

Faculty and staff must report within 24 hours if their ID badge is lost to their school office, so the school office can provide a temporary badge and request a new badge from the Help Desk. Displaying or possessing more than one (1) ID badge is not allowed. If an ID badge is found, please immediately return it to the front office.





It is expected that proper care be given to the ID badge. All ID badges are the property of Navigator Schools. Defacing, damaging, or destroying a school issued ID badge, other than normal wear and tear, is considered “property damage” or “vandalism” and subject to discipline procedures under the Employee Handbook. Any ID badge that is deemed unrecognizable must be replaced.

### **Occupational Safety**

Navigator is committed to the safety of its schools, students, employees, vendors, contractors, and community.

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

It is the policy of Navigator that accident prevention shall be considered of primary importance in all phases of operation and administration. Navigator’s management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce Navigator Schools safety and health rules, practices, and procedures could result in disciplinary action up to and including possible termination.

### **Accident/Incident Reporting**

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on Navigator Schools premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes. When an accident and/or injury occurs, the Office Manager (school site), and People Support Department (Support Office) must be alerted immediately. In addition, as soon as possible, an incident report must be completed and submitted to the Office Manager or SOM for submission to the People Support Department.

### **Reporting Fires and Emergencies**

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by alerting the office or leadership staff



immediately. In addition, all employees should know the local emergency numbers, such as 911. The local police non-emergency number can be found displayed in the staff lounge of each site.

## **EMPLOYEE WAGES AND HEALTH BENEFITS**

### **Payroll Withholdings**

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

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by Navigator unless they are a CalSTRS employee
4. California State Teachers' Retirement System (CalSTRS): All certificated employees (Teacher, Teacher in Training, Counselor, School Psychologist, Certificated Leadership) working 50% or more contribute to CalSTRS. CalSTRS is tax deferred until retirement benefits are withdrawn. For more information, please refer to the CalSTRS website: [www.calstrs.com](http://www.calstrs.com)
5. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability
6. Any voluntary contribution made by the employee to their 403(b) plan

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, they should ask the Navigator Schools finance department for an explanation.

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

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

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and available for download in Paylocity to each employee for use in connection with the preparation of income tax



returns. A hard copy can be provided upon request from the Business Office. The W-2 shows Social Security information, taxes withheld, and total wages.

### **Overtime Pay**

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's employment agreement, or otherwise indicated to each employee. Generally, teachers and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-exempt employees. Paid time off such as sick pay, holiday pay and vacation pay will not count toward hours worked for the purpose of determining overtime pay. Navigator will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the employee's Principal or supervisor using the Overtime Approval Form. Working overtime without prior authorization may result in disciplinary action.

Navigator provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

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

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

All employees are entitled to at least one day of rest every seven days in a workweek unless certain exceptions apply. An employee may independently and voluntarily choose not to take a day of rest and confirm such choice in writing with Navigator.

For overtime pay calculation purposes, the workday begins at 8:00am and ends 24 consecutive hours later. The workweek begins at 8:00am on Mondays and ends at 5:00pm on Fridays.

### **Payroll Information**

Paydays are scheduled bi-weekly paid out every other Friday for all staff. If the regular payday falls



on a Navigator-recognized holiday, then employees will be paid on the workday before the regular payday. Employees who enjoy the benefit of electronic direct deposit will receive a statement containing Direct Deposit Advice on each payday. Your electronic pay stub will include an itemization of the various deductions required by law or authorized in writing by you. You can access your pay stubs electronically at any time through Paylocity. Paychecks will be accessible only to the named employee. Requests for special handling of your check in certain cases must be arranged in writing in advance of payroll. Employees not enrolled in direct deposit will receive all physical checks via USPS to the address on file in Paylocity.

If you observe any error in your check, have questions about deductions from your pay, believe you have been subjected to improper deductions or believe that the amount paid does not accurately reflect your total hours worked or salary, please report it immediately to your supervisor or SOM. Every report will be fully investigated, and Navigator will provide the employee with any compensation to which the employee is entitled in a timely fashion.

Navigator complies with California and federal law, and will not allow any form of retaliation against individuals who make good-faith reports of alleged violations of this policy, or who cooperate in an investigation by Navigator, even if the reports do not reveal any errors or wrongdoing.

### **Wage Attachments and Garnishments**

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

### **Expense Reimbursements**

These procedures provide a uniform system for reporting and reimbursement of reasonable and necessary business expenses incurred by employees. Items not provided for herein are considered to be personal in nature and, therefore, not reimbursable.

All reimbursements must be submitted through Expensify, Navigator's online reimbursement platform. Employees should use a Navigator-provided device or computer to access the application. All employees have, or will, receive an email inviting them to Expensify. Please be sure to add electronic banking information to your account, as reimbursements will be sent directly to the employee's account.

Employees are required to obtain supervisory approval for their expense reports. It is the



responsibility of each employee to understand and comply with the business expense procedure prior to submitting expenses for payment. Any questions or guidance should be directed to the People Support Department. Periodic audits may be conducted on expense reports for compliance with the policy.

Expense reports should be submitted on a monthly basis and within 30 days of incurring the expense. Upon submission of an expense report, employees will be reimbursed by the automatic clearing house (ACH) for ordinary and necessary expenses incurred while on Navigator business (as described elsewhere herein). Exceptions to the procedures defined elsewhere herein must be approved by the People Support Department.

### **Documentation Requirements**

A record of business expenses is required. All items listed on the expense report should show the date and business purpose. A receipt for any and all expenses must be provided in order for reimbursement to be processed. Additional requirements unique to a particular type of business expense are detailed in the appropriate sections that follow.

### **Expenses Charged to Navigator by Employee**

Certain expenses may be paid directly by Navigator. Examples include such items as airline tickets, rental cars, leased vehicles, hotel deposits, and seminar registration. The fact that certain allowable business expenses may be paid directly by Navigator does not relieve an employee from complying with the substantiation requirements of this policy (original receipts, airline tickets, and other supporting documentation must be attached).

### **Lodging**

Every effort should be made to find the lowest priced lodging. Receipts must substantiate lodging expenses. When a guaranteed reservation is made, and the employee has a change of plans, every reasonable effort should be made to cancel the reservation on a timely basis.

### **Transportation**

Every effort should be made to use the lowest priced transportation available. Reimbursement will be made for the following modes of transportation:

1. Commercial airline travel will only be reimbursed for coach class unless approved by management
2. Rental cars, please note additional insurance should not be purchased
3. Personal auto used for business will be reimbursed at the prevailing IRS mileage allowance: The mileage reimbursement rate covers all vehicle expenses, including gas, insurance, and depreciation. Navigator assumes no liability for any damage or loss to employee vehicles or



personal property

4. Cost of Uber, Lyft, taxi, or bus to hotels or airports from a place of business or residence.
5. Local commuting costs between residence and work location are not allowable business expenses. Local commuting costs between residence and place of departure for commercial travel in excess of commuting cost between residence and work locations are an allowed expense

### **Meals**

Navigator Schools will reimburse travel related meals at the following rates (including tax and tip):

1. Up to \$25.00 for breakfast
2. Up to \$30.00 for lunch
3. Up to \$45.00 for dinner

All submitted meal receipts must show a detail of items ordered. Submitting only the payment receipt will not be approved and are subject to non-reimbursement. Any amount exceeding the rates above will be the responsibility of the employee and will not be reimbursed. Meals for hybrid or remote workers traveling to and from work are not travel related meals and will not be approved for reimbursement. No alcohol will be reimbursed by Navigator under any circumstances.

### **Miscellaneous Expenses**

Costs incurred for items of a business nature not provided for above (such as postage, service gratuities, small supplies on an emergency basis, etc.) will be reimbursed if reasonable and necessary for the performance of your job duties. Such expenses should be approved by a supervisor in advance.

Purchases of miscellaneous supplies, software, or computer hardware should be purchased through the appropriate department and not included on employee expense reports. Exceptions must be approved by the Accounting & Finance Supervisor.

### **General Business Entertainment**

Expenditures for entertaining individuals other than employees of Navigator must be ordinary and necessary to be allowable and must meet Navigator standards for appropriate business conduct. The person(s) must have an influence on Navigator business or business activities, and their entertainment should be “direct” or “associated” as defined in the following paragraphs.

Employees may claim reimbursement for business meals with Navigator employees away from home to the extent that their expenses are reasonable and necessary to the conduct of Navigator business.



When faced with project/duty time constraints, management level personnel may claim reimbursement for a reasonable amount for business meals with other Navigator employees to facilitate the conduct of Navigator business. This is to be strictly interpreted, and no reimbursement will be allowed for reciprocal meals not meeting this description.

### **Business Meals and Directly Related Entertainment**

Reimbursement is allowed for reasonable and necessary business meal and entertainment expenses with person(s) outside Navigator who have an influence on Navigator business. Business meal expenses must be directly related to business and incurred under circumstances conducive to a business discussion. Generally, a restaurant, hotel dining room, or similar place would be considered conducive to a business discussion. Entertainment expense is directly related to the business if the employee is actively engaged in a business meeting, negotiation, discussion, or other bona fide business activity other than the entertainment itself. Please contact General Counsel for questions concerning reporting such expenses on Form 700s. No employee may engage in any such activity if there is the potential for a conflict of interest.

### **Dues for Professional or Technical Organizations**

Dues paid by divisional supervisors/department heads for approved memberships in professional or technical organizations are reimbursable. Dues paid by all other employees are to be approved in advance by divisional supervisors/department heads. Amounts claimed for reimbursement should be itemized on the expense report and substantiated by receipts.

### **Training, Conferences, and Seminars**

Registration fees or similar expenses for Navigator approved training courses, conferences, seminars & conventions are reimbursable if approved in accordance with outside training, seminars & conference policy.

### **Donations or Contributions**

Donations or contributions are not reimbursable expense items.

### **Benefits**

Navigator is committed to providing competitive benefits. Full time eligible Navigator employees (as defined herein) are eligible for benefits.

### **Health Care Benefits**

Given the rising cost of health care, employee contributions and benefits offered are likely to change from year to year. Please refer to the separate Navigator Benefits Summary for more information. Health benefits eligibility begins the first of the month following the hire date. You are responsible



for completing the necessary paperwork in a timely manner to ensure activation of your benefits. If you have questions regarding Navigator benefits, please contact the People Support Department.

### **Health and Welfare Benefits**

A variety of options are offered. Employee contributions vary based on the plan selected, demographics, and whether the employee's spouse, domestic partner, and/or dependents are covered. You may elect deductions from your paycheck for these premiums on a pre-tax basis. Please refer to the separate Navigator benefits summary for more information.

### **COBRA Benefits**

#### **Continuation of Medical and Dental**

When your coverage under Navigator's medical and/or dental plans ends, you and/or your dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended.

To continue coverage, you must pay the full cost of coverage - your contribution and Navigator School's previous contribution plus a possible administrative charge.

Medical coverage for you, your spouse, and your eligible dependent children can continue for up to 18 months if coverage ends because:

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

This eighteen (18)-month period may be extended an additional eleven (11) months if you are disabled at the time of your termination or reduction in hours if you meet certain requirements. This eighteen (18)-month period also may be extended if other events (such as a divorce or death) occur during the eighteen (18)-month period.

Your spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

1. You die while covered by the plan
2. You and your spouse become divorced or legally separated
3. You become eligible for Medicare coverage, but your spouse has not yet reached age sixty-five (65)
4. Your dependent child reaches an age that makes him or her ineligible for coverage under the plan





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

Navigator will notify you if coverage ends due to termination or a reduction in your work hours. If you become eligible for Medicare, divorced or legally separated, die, or when your child no longer meets the eligibility requirements, you or a family member are responsible for notifying the School within thirty (30) days of the event. Navigator will then notify you or your dependents of your rights. Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage or within sixty (60) days after the event causing the loss, whichever is later.

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

1. Premiums for continued coverage are not paid within thirty (30) days of the due date
2. You (or your spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition you (or your spouse or child, as applicable) may have
3. Navigator stops providing group health benefits
4. You (or your spouse or child) become entitled to Medicare
5. You extended coverage for up to twenty-nine (29)-months due to disability, and there has been a final determination that you are no longer disabled

## **PERSONNEL EVALUATION AND RECORD KEEPING**

### **Employee Reviews and Evaluations**

Each employee will receive periodic performance reviews conducted by their direct supervisor. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending on length of service, job position, past performance, changes in job duties, or recurring performance concerns.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the role, initiative, attitude towards coaching and feedback, and interaction with colleagues. The performance evaluations are intended to make employees aware of their strengths, progress, areas of growth, and action steps or goals for future work performance. Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are within the discretion of the site and organization leadership and depend upon many factors in addition to performance. After the review, employees will be required to sign the evaluation simply to acknowledge that it has been presented, that the contents have been discussed with the supervisor, and that the employee is aware of the contents of the



evaluation document.

On a periodic basis, supervisors will review employee job performance in order to establish goals for future performance and to discuss current performance. Navigator's evaluation system will in no way alter the at-will employment relationship.

### **Personnel Files and Record Keeping Protocols**

At the time of employment, a personnel file is established for each employee. Employees will keep the People Support department advised of changes that should be reflected in the personnel file. Such changes include: change in address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable Navigator to contact the employee should the change affect other records. Most personnel changes can be made directly using employee self-service tools in Paylocity.

Employees have the right to inspect certain documents in the personnel file, as provided by law, in the presence of a Navigator representative, at a mutually convenient time. Employees also have the right to obtain a copy of the personnel file as provided by law. Employees may add comments to any disputed item in their own file. Navigator will restrict the disclosure of personnel files to authorized individuals within Navigator Schools. A request for information contained in the personnel file must be directed to the Director of the People Support department. Only the Director of People Support or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, Navigator will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations or as otherwise legally required.

### **Electronic Signature Practice**

This practice applies to documents requiring a signature of any person where the signature is intended to show authorship, approval, authorization, or certification, as allowed by law. When appropriate, Navigator Schools encourages the use of electronic signatures for internal documents where it is operationally feasible to do so, where existing technology permits, and where it is otherwise appropriate based on Navigator Schools preferences. In such situations, affixing an electronic signature to the document in a manner consistent with this practice shall satisfy Navigator Schools requirements for signing a document. While the use of electronic signatures may be suggested and encouraged, this agreement does not require the use of electronic signatures.

As used in this description, the term "signature" includes using initials on a document instead of a signature.



## **HOLIDAYS , LEAVES, AND TIME OFF**

### **Holidays**

The Navigator calendar reflects any and all holidays observed by Navigator Schools. The following holidays are generally observed by public entities, including public schools:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Presidents Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving
10. Friday after Thanksgiving
11. Day before Christmas
12. Christmas Day

Recognized religious holidays may be taken off by an employee whose religion requires observance of a particular day. Employees must request the day off in advance by written notice to their principal or supervisor.

All employees will be compensated for 10 paid holidays. In addition, employees scheduled to work outside of their calendar (i.e.. Summer School) may be compensated for additional holidays. Please note that employees will be compensated holiday pay for only the hours they were regularly scheduled to work.

### **Unpaid Leave of Absence**

Navigator Schools recognizes that special situations may arise where an employee must leave their job temporarily. At its discretion, Navigator may grant an employee a leave of absence. Any unpaid leave of absence must be approved in advance by Navigator Schools.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

Employees requesting unpaid time off must exhaust all sick and vacation leave, with the only



exception being a family/medical leave of absence. For any leave reason outside of family/medical leave, approvals are at the Principal's discretion and are subject to the needs of Navigator Schools.

If employees are currently covered, medical, dental, and vision coverage will remain in force during a medical or worker's compensation leave of absence, provided the employee pays the appropriate premiums. Whether employees are required to pay the total premiums will depend upon the length of the leave of absence. During a family/medical leave, the medical, dental, and vision benefits will remain effective, provided the employee pays the appropriate premiums.

### **Sick Time**

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

When well, it is essential employees arrive at work on time every day. If at all possible, planned absences for medical appointments are to be arranged during non-school hours. Employees have a responsibility to make sure their absence is reported in a timely manner to the designated staff member on site, and to make sure responsibilities are covered for the time period absent (lesson plans, etc.). Employees may use a maximum of 120 sick hours per school year if at least 120 sick hours have been accrued. Medical verification will be required for use of all sick time over the current year allotment.

Per the table below, all eligible employees shall be credited with hours of sick leave at the beginning of each work calendar year. Employees hired after the beginning of the work calendar year will be allotted a minimum of 40 sick hours. Up to 24 sick hours for full time employees and 8 sick hours for part time employees may be used for personal observance purposes. Medical certification will not be requested for personal observance hours.



| Hours Worked Per Week | Hours of Sick Per Year |
|-----------------------|------------------------|
| 1-29.9 hours worked   | 48 hours               |
| 30-40 hours worked    | 80 hours               |

Employees must notify their immediate supervisor of their need to take sick time as soon as practicable and, if possible, no later than midnight before their scheduled start time. All employees must submit their sick time taken through their Paylocity account before or within 24 hours of the absence. If sick time is not submitted within 24 hours of the absence, the time will be entered by the supervisor or designee. All staff must report time off in increments of 30 minutes or more.

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

Eligible employees will receive pay at their normal rate for sick time taken. However, no employee will receive pay in lieu of sick time under any circumstances, and employees will not be paid for any unused sick time upon separation from employment.

**Sick Time for STRS Eligible Employees**

Any unused sick hours that remain at the end of each school year will be credited to the STRS sick time account and ultimately reported to CalSTRS for service credit upon retirement. There is no cap on sick time accrual for STRS employees.

**Vacation Time**

Employees on the Custodial and Support Office calendars will be allotted vacation time, as noted in the chart below. Employees may request to use their vacation hours for any type of time off unrelated to sick time or in lieu of sick time if all sick time has been exhausted.

**Custodial calendar**

| Hours Worked Per Week | Hours of Vacation Time |
|-----------------------|------------------------|
| 1-20 hours worked     | 40 hours               |
| 30-40 hours worked    | 80 hours               |



**Support Office calendar**

| Hours Worked Per Week | Hours of Vacation Time |
|-----------------------|------------------------|
| 30-40 hours worked    | 120 hours              |

Employees on the Support Office calendar are highly encouraged to use a minimum of 40 vacation hours within an assigned calendar work year. Employees have the option to roll over up to 60 hours or choose to be paid for unused hours.

**Family Care and Medical Leave**

This policy explains how Navigator Schools complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require Navigator to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as “FMLA leave.”

**Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by Navigator for the last twelve (12) months and must have worked at least 1250 hours during the twelve (12) month period immediately preceding the commencement of the FMLA leave.

**Events That May Entitle an Employee To FMLA Leave**

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

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by Navigator, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of their job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by Navigator Schools’ separate pregnancy disability policy)
3. To care for a spouse, domestic partner, child (including an adult child and the child of a registered domestic partner), parent, grandparent, grandchild, sibling, or designated person with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of



- kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) -month period to provide said care
4. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces
  6. A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.

#### **Amount of FMLA Leave That May Be Taken**

1. FMLA leave can be taken in one or more periods but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member
3. The “twelve month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave
4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, Navigator’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement.

#### **Pay during FMLA Leave**

1. An employee on FMLA leave because of their own serious health condition may use up to 20 days of sick time paid during any otherwise unpaid FMLA leave period
2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, child (including an adult child and the child of a registered domestic partner),



grandparent, grandchild, or sibling with a serious health condition may use up to 20 days of accrued sick leave at the beginning or end of any otherwise unpaid FMLA leave

3. If an employee has exhausted their sick time, time taken under FMLA shall be unpaid leave
4. The receipt of sick time pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrued during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began

### **Health Benefits**

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by Navigator during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, Navigator will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

Navigator may recover the health benefit costs paid on behalf of an employee during their FMLA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if they work less than thirty (30) days after returning from FMLA leave; and
2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave or other circumstances beyond the control of the employee.

### **Seniority**

An employee on FMLA leave remains an employee, and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority they had when the leave commenced. An employee who was absent from work while fulfilling their covered service obligation under the Uniformed Services Employment and Reemployment Rights Act (USERRA) shall be credited, upon their return to Navigator, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service.





### **Medical Certifications**

1. An employee requesting FMLA leave because of their own or a relative's serious health condition must provide medical certification from the appropriate healthcare provider on a form supplied by Navigator. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in denial of the leave request until such certification is provided.
2. Navigator will notify the employee in writing if the certification is incomplete or insufficient and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. Navigator may contact the employee's healthcare provider to authenticate or clarify information in a deficient certification if the employee is unable to cure the deficiency.
3. If Navigator has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, Navigator may request a second opinion by a healthcare provider of its choice (paid for by Navigator). If the second opinion differs from the first one, Navigator will pay for a third, mutually agreeable, healthcare provider to provide a final and binding opinion.
4. Recertification is required if leave is sought after the expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

### **Procedures for Requesting and Scheduling FMLA Leave**

1. An employee should request FMLA leave by completing a Request for Leave of Absence form and submitting it to the People Support Department. An employee asking for a Request for Leave of Absence form will be given a copy of Navigator's then-current FMLA leave policy.
2. Employees should provide not less than thirty (30) days notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or their spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt Navigator's operations.
4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent, or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two



(2) weeks, except that Navigator will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks duration on any two (2) occasions.

6. If an employee needs intermittent or a reduced schedule leave that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which they are qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. In most cases, Navigator will respond to an FMLA leave request within two (2) days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within five (5) business days of receiving the request, absent extenuating circumstances. If an FMLA leave request is granted, Navigator will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### **Return to Work**

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to Navigator's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
2. When a request for FMLA leave is granted to an employee (other than a "key" employee), Navigator will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA leave taken because of their own serious health condition, the employee must obtain a certification from their healthcare provider that they are able to resume work.
4. If an employee can return to work with limitations, Navigator will evaluate those limitations and, if possible, will accommodate the employee as required by law. If the accommodation cannot be made, the employee will be medically separated from Navigator Schools.

### **Limitations on Reinstatement**

1. Navigator may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to Navigator's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of Navigator's employees within seventy-five (75) miles of the employee's worksite.
2. A "key" employee will be advised in writing at the time of a request for, or if earlier, at



the time of commencement of, FMLA leave, that they qualify as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if Navigator determines that substantial and grievous injury to Navigator’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, Navigator will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause Navigator to suffer substantial and grievous injury. If Navigator realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

### **Employment During Leave**

No employee, including employees on FMLA leave, may accept employment with any other employer without Navigator’s written permission. An employee who accepts such

employment without Navigator’s written permission will be deemed to have resigned from employment at Navigator Schools.

### **Pregnancy Disability Leave**

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

### **Employee Eligibility Criteria**

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

### **Events That May Entitle an Employee to Pregnancy Disability Leave**

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

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



### **Duration of Pregnancy Disability Leave**

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

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

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

Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

### **Health Benefits**

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

1. The employee fails to return from leave after the designated leave period expires
2. The employee’s failure to return from leave is for a reason other than the following:
  - a. The employee is taking leave under the California Family Rights Act
  - b. There is a continuation, recurrence, or onset of a health condition that entitles the employee to pregnancy disability leave
  - c. There is a non-pregnancy related medical condition requiring further leave
  - d. Any other circumstance beyond the control of the employee



## **Seniority**

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

## **Medical Certifications**

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by Navigator. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertification is required if leave is sought after the expiration of the time estimated by the healthcare provider. Failure to submit the required recertification can result in termination of the leave.

## **Requesting and Scheduling Pregnancy Disability Leave**

1. An employee should request pregnancy disability leave by completing a Request for Leave of Absence form and submitting it to the People Support Department. An employee asking for a Request for Leave form will be referred to Navigator's then current pregnancy disability leave policy.
2. Employees should provide not less than thirty (30) days or as soon of notice as is practicable if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt Navigator's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs an intermittent or a reduced schedule leave that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which they are qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. In most cases, Navigator will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, Navigator will notify the employee in writing, and the leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.



## **Return to Work**

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, they must be reinstated to a comparable position unless one of the following is applicable:
  - a. The employer would not have offered a comparable position to the employee if they would have been continuously at work during the pregnancy disability leave.
  - b. There is no comparable position available to which the employee is either qualified or entitled on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. Navigator will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.  
(A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.)
2. When a request for pregnancy disability leave is granted to an employee, Navigator will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with Navigator policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, Navigator will evaluate those limitations and, if possible, will accommodate the employee as required by law. If the accommodation cannot be made, the employee will be medically separated from Navigator Schools.

## **Employment during Leave**

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

## **Industrial Injury Leave (Workers' Compensation)**

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

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



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

1. Immediately report any work-related injury to the People Support Department
2. Seek medical treatment and follow-up care if required
3. Complete a Workers' Compensation Claim Form (DWC 1) and return it to the People Support Department (form available on NaviNet)
4. Provide Navigator with a certification from your healthcare provider regarding the need for workers' compensation disability leave as well as your eventual ability to return to work from the leave

It is Navigator's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. The insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient for Navigator's operation. For more information, please contact the People Support department.

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

All accidents and injuries must be reported to the Principal and to the individual responsible for reporting to the People Support department. Failure by an employee to report a work-related injury by the end of their shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by their personal physician at their own expense, but they are still required to go to Navigator's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.

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

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



### **Military and Military Spousal Leave of Absence**

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

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

Navigator will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

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

### **Reproductive Loss Leave**

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





### **Bereavement Leave**

A total of five (5) days may be granted to all employees in the event of a death in the employee's immediate family, and must be taken within 90 days of the family member's death. Employees may receive paid leave for up to five (5) days per work year calendar.

For purposes of this policy, immediate family includes, but is not limited to, an employee's spouse or registered domestic partner, child/stepchild, parent/stepparent/parent-in-law, brother/sister, brother-in-law/sister-in-law, step-brother/sister, grandparent, aunt, uncle, first cousin.

In the event that more than five (5) days may be needed (i.e., the funeral is out of state), the employee may, with their immediate supervisor's approval, use available sick and vacation time. If the employee does not have any sick time available, the approved time off will be without pay. Navigator may request documentation to verify the need for bereavement leave at its discretion.

### **Jury Duty or Witness Leave**

All non-exempt employees who are called upon to provide jury or witness duty will be provided a leave of absence for such purpose. Any regular full-time and part-time employee summoned to serve as a juror or witness shall be paid their regular straight time earnings for up to a maximum of three (3) days. If a regular full-time or part-time employee's jury duty or witness duty extends beyond three (3) days, such leave shall be without pay.

Any employee called for jury or witness duty should immediately notify their supervisor so that arrangements may be made to continue operations during the absence. Employees may be asked to provide written verification of attendance from the court clerk. If work time remains after any day of witness or jury service, the employee must return to work for the remainder of the workday.

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

### **Voting Time Off**

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



possible, an employee requesting time off to vote shall give their supervisor at least two (2) days' notice.

### **School Appearance and Activities Leave**

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

The employee requesting school leave must provide reasonable advance notice of the planned absence. The employee may use vacation time to be paid during the absence. If vacation time has been exhausted unpaid time off will be granted.

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

### **Bone Marrow and Organ Donor Leave**

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) work days off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) work days off in a 12-month period.

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

An employee requesting Donor Leave must provide written verification to Navigator that they are a donor and that there is a medical necessity for the donation of the organ or bone marrow.

An employee must first use their earned but unused sick time for bone marrow donation and two (2) weeks of earned but unused sick time for organ donation. If the employee has an insufficient number of sick days available, the leave will be considered unpaid.



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

### **Victims of Abuse Leave**

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

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

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

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual



acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use available sick or vacation time. In addition, Navigator will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact their supervisor.

### **Returning From Leave of Absence**

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

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

## **DISCIPLINE AND TERMINATION OF EMPLOYMENT**

### **Rules of Conduct**

The following conduct is prohibited and will not be tolerated by Navigator. This list of prohibited conduct is illustrative only and applies to all employees of Navigator; other types of conduct that threaten security, personal safety, employee welfare and Navigator's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of Navigator. This list includes but is not limited to the following:

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's supervisor or other proper authority
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties, or responsibilities
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such



- as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction, or theft of another employee's property or of Navigator property
  5. Fighting or instigating a fight on Navigator premises
  6. Violations of the drug and alcohol policy
  7. Using or possessing firearms, weapons, or explosives of any kind on Navigator premises
  8. Gambling on Navigator premises
  9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness, or production reports or records, specifically including applications for employment and time cards
  10. Recording the time card, when applicable, of another employee or permitting or arranging for another employee to record your clock card
  11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees
  12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls
  13. Non Navigator students or non-school aged children on site during work hours
  14. Employees allowing Navigator students to be unsupervised or in restricted areas during or outside of school hours
  15. Unless approved by site principal or supervisor, Navigator students on campus outside of school hours
  16. Excessive absenteeism or tardiness excused or unexcused
  17. Posting any notices on Navigator premises without the prior written approval of Navigator leadership, unless posting is on a Navigator Schools bulletin board designated for employee postings
  18. Immoral or indecent conduct
  19. Conviction of a criminal act
  20. Engaging in sabotage or espionage (industrial or otherwise)
  21. Violations of the sexual harassment policy
  22. Failure to report a job-related accident to the employee's supervisor or failure to take or follow prescribed tests, procedures, or treatment
  23. Sleeping during work hours
  24. Release of confidential information without authorization
  25. Any other conduct detrimental to other employees or Navigator's interests, or its efficient operations
  26. Refusal to speak to supervisors or other employees
  27. Dishonesty
  28. Failure to possess or maintain the credential/certificate required for the position



The above list of prohibited conduct is illustrative only and applies to all employees of Navigator Schools; other types of conduct that threaten security, personal safety, employee welfare, and Navigator's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as at-will employees of Navigator Schools. For employees who possess an employment contract that provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

### **Off-Duty Conduct**

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

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

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

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



## **Employment Information and References**

For the protection of its employees and to comply with privacy statutes, it is Navigator's policy to release no information regarding current employees, unless in written format, and with the prior permission of the employee, or as otherwise may be required by law. This includes employment verifications for reasons including, but not limited to, housing applications, loan applications, and credit purposes.

### **Active Employees**

All requests for information regarding active employees should be directed, in writing, to the People Support Department. Information released will be limited to employment verification information, such as date(s) of employment, title, and pay rate(s)/salary information if authorized in writing by the employee. Exceptions to this policy shall be granted only to authorized law enforcement agencies and with the presentation of proper documentation accompanying the information request, or as otherwise may be required by law.

### **Former Employees**

It is Navigator's policy to provide potential employers with former employees' dates of employment and job title(s) only unless Navigator has a written waiver on file signed by the former employee specifying the types of information available for release. All requests for information regarding former employees should be routed through People Support. No other information shall be released, in verbal or written format, by any current employee of Navigator regarding the performance of any former employee.

## **Termination of Employment**

Should it become necessary for you to terminate your at-will employment with Navigator Schools, please notify the school site principal or your supervisor regarding your intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

If you are participating in a medical, dental, and/or vision plan, you will be provided information on your rights under COBRA.

## **INTERNAL COMPLAINT REVIEW**

### **Internal Complaints**

The purpose of the "Internal Complaint Review Policy" is to afford all employees of Navigator the opportunity to seek internal resolution of their work-related concerns. All employees have free



access to their supervisor, site Principal, the Director of People Support, the Chief Executive Officer, or the Board of Directors to express their work-related concerns.

### **Complaints by Employees Against Employees**

This section of the policy is for use when a Navigator employee raises a complaint or concern about a coworker.

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

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

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

### **Policy for Complaints Against Employees**

#### **Complaints by Third Parties Against Employees**

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

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

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





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

### **General Requirements**

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

### **AMENDMENTS TO THE EMPLOYEE HANDBOOK**

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

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

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

Questions or inquiries, please communicate with:

**Annie Stevens,**  
**People Support Coordinator**  
**831-217-4897**  
[annie.stevens@navigatorschools.org](mailto:annie.stevens@navigatorschools.org)



**APPENDIX A**

**HARASSMENT COMPLAINT FORM**

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

If you are an employee of Navigator, you may file this form with the People Support Department, Chief Executive Officer, or Board Chair.

Please review Navigator’s policies concerning harassment for a definition of harassment and a description of the types of conduct that are considered to be harassment.

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

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

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

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Date(s) of alleged incident(s):

\_\_\_\_\_

Name of person(s) you believe sexually harassed you or someone else: \_\_\_\_\_



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List any witnesses that were present:

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Where did the incident(s) occur?

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

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

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

Signature of Complainant: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_



**APPENDIX B**

**COMPLAINT FORM**

If you are an employee of Navigator Schools, you may file this form with the site Principal, People Support Department, Chief Executive Officer, or Board President.

Please review Navigator Schools’ current Employee Handbook concerning for more information about the types of conduct that are considered to be acceptable and unacceptable.

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

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

Complaints are taken very seriously by Navigator Schools. It is, therefore, very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of alleged incident(s): \_\_\_\_\_

Name of person(s) you have a complaint against:  
\_\_\_\_\_  
\_\_\_\_\_

List any witnesses that were present:  
\_\_\_\_\_  
\_\_\_\_\_

Where did the incident(s) occur?  
\_\_\_\_\_



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

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

Signature of Complainant: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Received By: \_\_\_\_\_

Date: \_\_\_\_\_

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## **CAMPUS SEARCH & SEIZURE POLICY**

### **Statement of Findings**

Navigator Schools (“Navigator” or the “Charter School”) recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful. As such, Charter School adopts this Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

### **Definitions**

- “Reasonable Suspicion” means a sufficient probability that the search will reveal evidence the student has violated or is violating the law or Charter School rules and regulations. Certainty is not required. Articulate facts must support a school official’s reasonable suspicion that a search is justified. In no case shall a search be conducted if predicated on mere curiosity, rumor or hunch.
- A “violation of either the law or Charter School rules and regulations” includes, but is not limited to, possession of illegal, unauthorized or contraband materials. Illegal, unauthorized or contraband materials include those materials which are dangerous to the health or safety of students or school personnel, are disruptive or potentially disruptive, or which have been cited as unauthorized in Charter School rules or regulations.
- “Personal electronic device” means a device that stores, generates, or transmits information in electronic form, and is not owned or otherwise loaned to the student by Charter School.
- “Electronic communication” means the transfer of signs, signals, writings, images, sounds, data, or intelligence of any nature in whole or in part by a wire, radio, electromagnetic, photoelectric, or photo-optical system.

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- “*Electronic communication information*” means any information about an electronic communication or the use of an electronic communication service, including, but not limited to, the contents, sender, recipients, format, or location of the sender or recipients at any point during the communication, the time or date the communication was created, sent, or received, or any information pertaining to any individual or *personal* device participating in the communication, including, but not limited to, an IP address.

## **Notice**

Written notice of this Policy shall be provided to students and their parents and/or guardians at the start of each school year and/or upon enrollment during the school year. A summary of this Policy shall also be placed in the Navigator Schools Annual Notification Guide and other materials, as appropriate, to be disseminated by the Charter School to students, parents and/or guardians and Charter School employees. In addition, the Charter School shall place signs and/or other posted notifications on campus regarding this policy, as appropriate.

## **Student Searches - Generally**

A Charter School official (e.g., administrator, employee, teacher, school police officer, and/or employee), may conduct a reasonable search of a student’s person and/or personal effects (e.g., backpack, purse, etc.) if a school official has reasonable suspicion that the student is engaged in or has engaged in illegal activity or a violation of Charter School rules and regulations. Whether a search is reasonable depends on the context within which a search takes place. The Charter School official must assess the reliability of the student or person providing the information, the degree of danger to others, and the immediacy of the need for a search.

The search of a student and/or of their personal effects must be:

1. **Justified at its Inception:** There are reasonable grounds for suspecting the search will turn up evidence that the student is violating or has violated the law or Charter School rules. Articulable facts must support a Charter School official’s reasonable suspicion that a search is justified. In no case shall a search be conducted if predicated on mere curiosity, rumor or hunch; and
2. **Reasonable in Scope:** The measures adopted are reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

## **Searches of Personal Electronic Devices**

A student’s personal cell phone, smartphone, or other personal electronic device shall not be searched by Charter School officials without the student’s or their parent/guardian’s consent or a legitimate emergency, unless the device is lost or abandoned. An emergency is any situation involving danger of death or serious physical injury to any person, that requires access to the information located or reasonably believed to be located on the electronic device. If the Charter

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School has a good faith belief that the device is lost, stolen, or abandoned, the Charter School may only access electronic device information in order to attempt to identify, verify, or contact the owner of the device.

Nothing in this Policy prohibits the Charter School from seizing/confiscating a student's personal electronic device, without searching its contents, if the student's use or possession of the personal electronic device is in violation of Charter School rules or regulations.

### **Required Conduct of Searches**

Additionally, any search of a student and/or of their personal effects shall be:

1. Conducted in the presence of at least one (1) other adult witness, whenever possible;
2. Conducted out of the presence of other students to maintain student confidentiality;
3. Conducted in a manner that does not involve:
  - a. Conducting a body cavity search of a student manually or with an instrument; or
  - b. Removing or arranging any or all of the clothing of a student to permit visual inspection of the underclothing, breast, buttocks, or genitalia of the student.
4. Documented by keeping a log of the search methods as well as a written description and/or pictures of any prohibited or illegal items ultimately seized as a result of the search.
5. Contact School officer or Police department for instances involving weapons and/or drugs.

### **Student Use Areas**

Student use areas, including, but not limited to, instructional and recreational space, are considered Charter School property and remain at all times under the control of Charter School. Periodic general inspections of instructional space and other areas of the school may be conducted by Charter School officials for any reason at any time without notice.

### **Seizure of Illegal, Unauthorized, or Contraband Materials**

If a lawfully conducted search yields illegal, unauthorized, or contraband materials, such materials shall be turned over to the proper legal authorities for ultimate disposition.

### **Discipline**

If illegal, unauthorized or contraband materials are discovered during a search, including but not limited to searches conducted by Charter School officials, Navigator may impose discipline upon the student(s) (including suspension and/or expulsion) in accordance with Charter School's



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discipline policies and procedures. Charter School shall notify law enforcement authorities if any search and/or seizure results in the discovery of illegal contraband.

### **Video Surveillance and Other Recording Devices**

Navigator may utilize video surveillance devices in all common areas of the school campus including, but not limited to, outdoor spaces, entrances and exits, parking lots, stairwells, hallways, classrooms, the main office, school buses, and any other commonly used spaces. Charter School shall not utilize video surveillance devices in private spaces such as restrooms and locker rooms. Charter School's intent and purpose in utilizing video surveillance devices is to ensure student and staff health, welfare, and safety in order to maintain safe and orderly conduct throughout the school day.

Navigator shall not use audio recording where there is an expectation of privacy without prior consent of all parties subject to recording. Students, staff, parents, and other members of the public are similarly prohibited from audio recording on Charter School campus without prior consent. This policy does not prohibit the Charter School from recording classes as needed for student achievement nor any other permissible audio recording by the Charter School otherwise provided under the law.

Video surveillance recordings are not considered student education records unless the recording is maintained and (1) intended for use in a disciplinary action or proceeding, (2) depicts an activity that shows a student violating the law, (3) shows a student getting injured, attacked, victimized, ill, or having a health emergency, or (4) contains personally identifiable information from a student's educational record. A video surveillance recording is not considered a student's education record when the student's image is incidental to the activity shown in the recording or when the student is participating in a public activity.

Navigator shall comply with all state and federal law regarding access to, review, and disclosure of student records, including Family Educational Rights and Privacy Act ("FERPA"). This includes compliance with lawful requests under the California Public Records Act, from law enforcement, and other appropriate agencies. Charter School will evaluate the legality of any requests in advance of disclosure and will comply with all notice requirements under FERPA.

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**IMMUNIZATION POLICY**

Navigator Schools (“Navigator” or the “Charter School”) adheres to all laws related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325-120380, and Title 17, California Code of Regulations Sections 6000-6075.

**Required Immunizations, Records and Reports**

California law requires that an immunization record be presented to EFC staff before a child can be unconditionally enrolled in school. Entering students who are not exempt must provide EFC written verification from a doctor or immunization clinic of the following immunizations:

| Child’s Grade            | Immunization   | Dosage          |
|--------------------------|--|-----------------|
| TK/K-12 <sup>1</sup>     | Diphtheria, Pertussis, and Tetanus (DTaP)            | Five (5) doses  |
|                          | Polio  | Four (4) doses  |
|                          | Measles, Mumps, and Rubella (MMR)                    | Two (2) doses   |
|                          | Hepatitis B (Hep B)                                  | Three (3) doses |
|                          | Varicella (chickenpox)                               | Two (2) doses   |
| Entering 7 <sup>th</sup> | Tetanus, reduced Diphtheria, and acellular Pertussis | One (1) dose    |

<sup>1</sup> **NOTE:** Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.

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|                    |           |               |
|--------------------|-----------|---------------|
| Grade <sup>2</sup> | (Tdap)    |               |
|                    | Varicella | Two (2) Doses |

Verification of immunizations will be completed with written medical records from the child’s doctor or immunization clinic. Immunization records shall be part of the mandatory permanent pupil record and shall be kept in accordance with EFC’s Educational Records and Student Information Policy. Charter School will file a written report on the immunization status of all new entrants to EFC with the California Department of Public Health (“CDPH”), on at least an annual basis, as required by law.

Any child leaving the United States for a short vacation to or long stay in any country considered by the Center of Disease Control and Prevention (“CDC”) to have increased risk of TB exposure MUST contact the County Tuberculosis Clinic for a TB Screening upon return.

Charter School shall immediately admit a foster child, as defined in Education Code Section 48853.5(a), and a homeless child, as defined in Section 11434a(2) of Title 42 of the United States Code, even if the foster or homeless child’s immunization records are not available or are missing. However, this does not alter EFC’s obligation to obtain immunization records for foster and homeless students or to ensure the full immunization of foster and homeless students as required by law.

If Charter School discovers that an admitted student who was previously believed to be in compliance with the immunization requirements is subsequently discovered to not be in compliance with either the unconditional admission requirements or the conditional admission requirements, EFC will notify the student’s parent/guardian of: 1) the time period within which the doses must be received, which may be no more than ten (10) school days after notification; and 2) that the student shall continue in attendance only if the parent/guardian provides documentation that the immunization requirements have been met within the time period designated by EFC. If the student does not provide documentation of having received all required immunizations within the time period designated by EFC, EFC shall exclude this student from attendance. The student shall remain excluded from Charter School until the student provides proper documentation of the student’s compliance with the immunization requirements as required by law. The student shall also be reported to the Director of Student Services.

The CEO & Superintendent, or designee, may arrange for a licensed physician or a qualified

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<sup>2</sup> **NOTE:** In order to begin seventh grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet all requirements for the TK/K-12 grade levels (i.e., polio, MMR, chickenpox/varicella and primary series for diphtheria, tetanus, and pertussis), **in addition to** the seventh grade requirements for Tdap (at least one dose of pertussis-containing vaccine on or after the seventh birthday) and two (2) doses of Varicella (varicella requirement for seventh grade advancement expires after June 30, 2025).

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registered nurse to administer immunizations at Charter School to any student whose parent/guardian has consented in writing.

### **Conditional Admission**

Students may be conditionally admitted in accordance with Health and Safety Code Section 120340 and Title 17, California Code of Regulations Section 6035. The CEO & Superintendent, or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses. The CEO & Superintendent, or designee shall review the immunization record of each student admitted conditionally at least every thirty (30) days from the date of admission until that student has received all the required immunizations or submitted a valid exemption. If a student conditionally admitted fails to fulfill the conditions of admission, EFC will prohibit the student from further attendance until that student provides proper documentation of the student's compliance with the immunization requirements as required by law.

### **Documentary Proof**

The CEO & Superintendent or designee shall maintain the student's immunization information in the student's mandatory permanent record and shall file annual immunization status reports as required by the CDPH.

### **Exemptions from Immunization Requirements**

All students must be fully immunized in accordance with the California Health and Safety Code, the California Code of Regulations, and this Policy with the following exceptions:

1. Students who show proof of a medical exemption by a physician licensed to practice medicine in California pursuant to Health and Safety Code Sections 120370-120372.
  - a. Commencing January 1, 2021, the CDPH standardized medical exemption form shall be the only documentation of a medical exemption that EFC shall accept.
  - b. On and after July 1, 2021, EFC shall not unconditionally admit or readmit, or admit or advance any student to 7th grade, unless the student has been fully immunized or files a CDPH standardized medical exemption form as required by law.
  - c. Medical exemptions remain valid until the earliest of: 1) the child's enrollment in the next grade span, as defined below; 2) the expiration date specified in a temporary medical exemption, which shall not exceed one year; or 3) revocation of the exemption pursuant to Health and Safety Code Section 120372.
2. Students who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction.
  - a. A student who has not received all of the required immunizations will not be

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eligible to attend classes at a Charter School resource center unless the student is otherwise exempt under #1 or #3.

3. Students who, prior to January 1, 2016, submitted a letter or affidavit on file at a private or public elementary or secondary school in California stating beliefs opposed to immunization, and who provides said letter or affidavit to the EFC, shall be allowed to enroll at the Charter School without being fully immunized until the student enrolls in the next grade span, as defined below, pursuant to Health and Safety Code Section 120335(g).

“Grade span” means each of the following:

1. Birth to Preschool.
2. Kindergarten and grades 1 to 6, inclusive, including transitional kindergarten.
3. Grades 7 to 12, inclusive.

If there is good cause to believe that a child has been exposed to a disease listed in Health and Safety Code Section 120335(b) and the child’s documentary proof of immunization status does not show proof of immunization against that disease, that child may be temporarily excluded from EFC until the local health officer is satisfied that the child is no longer at risk of developing or transmitting the disease.

This Policy does not prohibit a student who qualifies for an individualized education program (“IEP”), pursuant to federal law and Education Code Section 56026, from accessing any special education and related services required by the student’s IEP.

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## UNIFORM COMPLAINT POLICY AND PROCEDURES

Navigator Schools (“Navigator” or “Charter School”) complies with applicable federal and state laws and regulations. Navigator is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate.

### Scope

This complaint procedure is adopted to provide a uniform system of complaint processing (“UCP”) for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any Navigator program or activity.
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
  - Accommodations for Pregnant, Parenting or Lactating Students;
  - Adult Education Programs;
  - Career Technical and Technical Education and Training Programs;
  - Child Care and Development Programs;
  - Migrant Child Education Programs;
  - Consolidated Categorical Aid Programs;
  - Every Student Succeeds Act;
  - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
  - Regional Occupational Centers and Programs;
  - School Safety Plans; and/or
  - State Preschool Programs.
3. Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
  - a. “Educational activity” means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.

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- b. “Pupil fee” means a fee, deposit or other charge imposed on students, or a student’s parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families’ ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
    - i. A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
    - ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
    - iii. A purchase that a student is required to make to obtain materials, supplies, equipment, or uniforms associated with an educational activity.
  - c. A pupil fees complaint and complaints regarding local control and accountability plans (“LCAP”) only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.
  - d. If Navigator finds merit in a pupil fees complaint, or the California Department of Education (“CDE”) finds merit in an appeal, Navigator shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by Navigator to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board.
  - e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or Navigator and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.
4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula (“LCFF”) or LCAP under Education Code sections 47606.5 and 47607.3, as applicable. If Navigator adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 no longer fall under the UCP. Instead, they are governed by Title 7, Code of Federal Regulations (“C.F.R.”) sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations (“C.C.R.”) sections 15580 - 15584.

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Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 no longer fall under the UCP. Instead, they are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Navigator acknowledges and respects every individual's right to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. Navigator cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, Navigator will attempt to do so as appropriate. Navigator may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the CEO & Superintendent or designee on a case-by-case basis. Navigator shall ensure that complainants are protected from retaliation.

### Compliance Officer

The Board of Directors designates the General Counsel, or designee, to receive and investigate complaints and to ensure Navigator's compliance with law, as follows:

Tomislav Peraic  
General Counsel  
650 San Benito St., Ste. 230  
Hollister, CA 95023  
Tel: (831) 217-4880  
E: [tom.peraic@navigatorschools.org](mailto:tom.peraic@navigatorschools.org)

The CEO & Superintendent shall ensure that the Compliance Officer designated to investigate complaints is knowledgeable about the laws and programs for which they are responsible. Should a complaint be filed against the CEO & Superintendent, the Compliance Officer for that case shall be the Board Chair of the Board of Directors for Navigator Schools.

### Notifications

The CEO & Superintendent or designee shall make available copies of this Policy free of charge. The annual notice of this Policy may be made available on Navigator's website.

Navigator shall annually provide written notification of this Policy to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

The annual notice shall be in English. When necessary, under Education Code section 48985, if fifteen (15) percent or more of the students enrolled in Navigator speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language.



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The annual notice shall include the following:

1. A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
2. A statement clearly identifying any California State preschool programs that Navigator is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that Navigator is operating pursuant to Title 22 licensing requirements.
3. A statement that Navigator is primarily responsible for compliance with federal and state laws and regulations.
4. A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
5. A statement identifying the title of the Compliance Officer, and the identity(ies) of the person(s) currently occupying that position, if known.
6. A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
7. A statement that the complainant has a right to appeal Navigator's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of Navigator's Decision, except if Navigator has used its UCP to address a complaint that is not subject to the UCP requirements.
8. A statement that a complainant who appeals Navigator's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
9. A statement that if Navigator finds merit in a UCP complaint, or the CDE finds merit in an appeal, Navigator shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
10. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3.
11. A statement that copies of Navigator's UCP shall be available free of charge.

### Procedures

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The following procedures shall be used to address all complaints which allege that Navigator has violated federal or state laws or regulations enumerated in the section “Scope,” above. The Compliance Officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

- **Step 1: Filing of Complaint**

Any individual, including a person’s duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the CEO & Superintendent or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the CEO & Superintendent or designee shall be made in writing. The period for filing may be extended by the CEO & Superintendent or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The CEO & Superintendent shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Navigator Board of Directors approved the LCAP or the annual update was adopted by Navigator. The complaint shall be presented to the Compliance Officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, Navigator staff shall assist the complainant in the filing of the complaint.

- **Step 2: Investigation of Complaint**

The Compliance Officer shall conduct an investigation of the complaint. The complainant and/or the complainant’s representative shall have an opportunity to present evidence or information leading to evidence to support the allegations in the complaint.

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A complainant's refusal to provide the Compliance Officer with documents or other evidence related to the allegations in the complaint, or a complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

Navigator's refusal to provide the Compliance Officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

- **Step 4: Final Written Decision**

Navigator shall issue an investigation report (the "Decision") based on the evidence. Navigator's Decision shall be in writing and sent to the complainant within sixty (60) calendar days of Navigator's receipt of the complaint unless the timeframe is extended with the written agreement of the complainant. Navigator's Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The Decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether Navigator is in compliance with the relevant law.
3. Corrective actions, if Navigator finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal Navigator's Decision within thirty (30) calendar days to the CDE, except when Navigator has used its UCP to address complaints that are not subject to the UCP requirements.
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and the employee was informed of Navigator's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

#### Appeals to the CDE

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with Navigator and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

Board Policy #: 104  
 Adopted/Ratified: October 24, 2023  
 Revision Date: August 26, 2024

1. Navigator failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, Navigator's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in Navigator's Decision are not supported by substantial evidence.
4. The legal conclusion in Navigator's Decision is inconsistent with the law.
5. In a case in which Navigator's Decision found noncompliance; the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the complainant has appealed the Decision, the CEO & Superintendent or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.
5. A copy of Navigator's complaint procedures.
6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to Navigator for resolution as a new complaint. If the CDE notifies Navigator that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, Navigator will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court.

Board Policy #: 104  
Adopted/Ratified: October 24, 2023  
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The CDE may directly intervene in the complaint without waiting for action by Navigator when one of the conditions listed in 5 C.C.R. section 4650 exists, including but not limited to cases in which through no fault of the complainant, Navigator has not taken action within sixty (60) calendar days of the date the complaint was filed with Navigator.

### Civil Law Remedies

A complainant may pursue available civil law remedies outside of Navigator's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if Navigator has appropriately, and in a timely manner, apprised the complainant of their right to file a complaint.



**UNIFORM COMPLAINT PROCEDURE FORM**

\*ALTHOUGH WE ARE PROVIDING THIS FORM, COMPLAINANTS ARE NOT REQUIRED TO USE THIS FORM TO SUBMIT A UCP COMPLAINT. ANY WRITTEN AND SIGNED STATEMENT (WHICH MAY INCLUDE AN EMAIL WITH A DIGITAL SIGNATURE) ALLEGING VIOLATIONS THAT FALL UNDER THE UCP THAT IS FILED PURSUANT TO THE UCP WITHIN THE REQUIRED TIMEFRAMES CONSTITUTES A UCP COMPLAINT.

Last Name: \_\_\_\_\_ First Name/MI: \_\_\_\_\_  
 Student Name (if applicable): \_\_\_\_\_ Grade: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Street Address/Apt. #: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
 School/Office of Alleged Violation: \_\_\_\_\_

**For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:**

- Adult Education Programs
- Every Student Succeeds Act
- School Plans for School Achievement
- Career Technical and Technical Education and Training
- Local Control Funding Formula/ Local Control and Accountability Plan
- School Safety Plan
- State Preschool Programs
- Child Care and Development Programs
- Migrant Child Education Programs
- Pupil Fees
- Consolidated Categorical Aid Programs
- Regional Occupational Centers and Programs
- Pregnant, Parenting, or Lactating Students
- Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families

**For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:**

- Age
- Genetic Information
- Sex (Actual or Perceived)
- Ancestry
- Immigration Status/Citizenship
- Sexual Orientation (Actual or Perceived)
- Color
- Marital Status
- Based on association with a person or group with one or more of these actual or perceived characteristics
- Disability (Mental or Physical)
- Medical Condition
- Ethnic Group Identification
- Nationality / National Origin
- Gender / Gender Expression / Gender Identity
- Race or Ethnicity
- Religion

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.



## **INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“Agreement”) is entered into and made effective on July 1, 2024 (“Effective Date”), by and between Navigator Schools (“NAVIGATOR”), a California nonprofit public benefit corporation, whose principal place of business is 650 San Benito Street, Ste. 230, Hollister, CA 95023, and Sharon Waller (“Contractor”, sometimes collectively referred to with NAVIGATOR as the “Parties”).

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Services.** During the Term (as defined in Section 2.2 below) of this Agreement, Contractor agrees to provide services to NAVIGATOR as described in statement of work (“SOW”) attached hereto as **Exhibit A** (“Services”). In the event of any conflict between any of the terms and conditions of the SOW and any term and condition of this Agreement, the terms and conditions of this Agreement shall control. Contractor will perform the Services in a diligent, careful, thorough, and professional manner consistent with customary practice and in compliance with applicable law. Contractor may use Contractor’s employees or subcontractors to perform the services under this Agreement, subject to the conditions set forth in Section 5, 6, 7, and 8, below.

2. **Compensation and Term.**

2.1 Contractor shall perform the Services at the rate of \$90.00 per hour. NAVIGATOR will reimburse Contractor for reasonable out-of-pocket expenses incurred by Contractor in connection with performance of the Services at cost (unless otherwise specified in **Exhibit A.**) Contractor must obtain NAVIGATOR prior written authorization for any expenses that equal \$100.00 (one hundred dollars and no cents) or more.

2.2 The term of this Agreement will begin on the Effective Date and will terminate on June 30, 2025 (“Term”). Either party may provide notice of termination of this Agreement at any time and for any reason with thirty (30) days prior written notice to the other party. This Agreement may be terminated by either party for cause on the occurrence of any of the following events or with five (5) days prior written notice to the other party: (a) the bankruptcy or insolvency of either party; (b) the sale of business of either party; (c) the death or dissolution of Contractor; (d) Contractor is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities pursuant to Title 2 of the Code of Federal Regulations Part 200; (e) breach of any term or condition in this Agreement; or (f) any other reason in NAVIGATOR’S sole and unfettered discretion that renders Contractor’s ability to perform services impractical or inconsistent with NAVIGATOR operation of California public charter schools. Upon termination, no further performance, including payment pursuant to Section 2 and its subsections above, will be required of either party, except that NAVIGATOR must pay any fees due for authorized services rendered and for authorized expenses specified in **Exhibit A.**

3. **Invoices and Payment.** Contractor shall provide an invoice for services performed upon completion of services. NAVIGATOR reserves the right to dispute invoice entries pursuant to Section 8.5 below. NAVIGATOR shall make payment to Contractor for all sums due on approved invoices within thirty (30) days thereafter. Contractor shall provide a copy of a current W-9 to NAVIGATOR prior to commencement of Services.



4. **Intentionally Omitted.**

5. **Proprietary Information.**

5.1 Contractor acknowledges that, in connection with providing the Services under this Agreement, Contractor may have access to and use of NAVIGATOR'S proprietary, confidential and trade secret information. The information furnished by NAVIGATOR for use by Contractor is confidential to the fullest extent allowable by law. Proprietary and/or trade secret information of NAVIGATOR is the property of NAVIGATOR and includes, but is not limited to, information concerning NAVIGATOR's employees, students, vendors, and independent contractors, and to any other information reasonably understood to be confidential or proprietary to NAVIGATOR ("Proprietary Information".)

5.2 Contractor will maintain in confidence, and will cause its employees and subcontractors to maintain in confidence, and it will not, directly or indirectly, disclose or use, and cause its employees and subcontractors to not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information, except to the extent necessary to perform the Services. Upon termination of this Agreement, or at the request of NAVIGATOR before termination, Contractor will deliver to NAVIGATOR all Proprietary Information that is in Contractor's possession or under Contractor's control.

6. **Protected Information.**

6.1 **Student Information.** If Contractor shall have access to student education records ("Student Records") that may contain information in the form of personally identifiable information ("PII"), Contractor acknowledges that pursuant to the Family Educational Rights and Privacy Act 20 U.S.C. §1232g, and its implementing regulations 34 C.F.R. Part 99 ("FERPA"), it will be designated as a "school official" with "legitimate educational interests" in the Student Information and PII and agrees to abide by all associated FERPA requirements, including but not limited to, use of the Student Information or PII for the purpose of fulfilling its duties under this Agreement. Contractor will not use or disclose, and will cause its employees and subcontractors to not use or disclose, Student Information or PII, except as necessary to perform the Services or as required by law.

6.2 **Health Information.** Contractor acknowledges that, from time to time during the Term of this Agreement, Contractor may acquire or have access to Protected Health Information (as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and rules promulgated thereunder (the "HIPAA Rules") of NAVIGATOR students ("PHI"). Contractor will not use or disclose, and will cause its employees and subcontractors to not use or disclose, PHI, except as necessary to perform the Services or as required by law.

7. **Contractor's Representations and Warranties.** Contractor represents and warrants that (a) Contractor has the qualifications, licenses (if required by law) and ability to perform the Services in a competent and professional manner; (b) should Contractor provide services to NAVIGATOR students, Contractor shall adhere to all applicable law and NAVIGATOR policies, including, but not limited to, certifying compliance with the requirements of California Education Code Section 45125.1 et seq., and shall fill out and return the Criminal

Background Check and Tuberculosis Clearance Certification, on an annual basis, attached hereto as **Exhibit B**; (c) Contractor shall keep its staff/volunteer roster current and shall update NAVIGATOR as soon as practicable upon any changes, additions, or renewed clearances; (d) should Contractor provide Services at NAVIGATOR school sites, Contractor's employees shall adhere to the school site's policy regarding signing in and out upon entry and exit; and (e) Contractor's personnel that serve or will serve NAVIGATOR students are trained, and accept full responsibility, to act as mandated child abuse reporters pursuant to California law, including, but not limited to, the Child Abuse and Neglect Reporting Act (Cal. Penal Code § 11164 et seq.)

## 8. **General Provisions**

8.1. **Relationship of Parties.** Contractor is an independent contractor retained by NAVIGATOR to provide the Services and represents that it is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services. Contractor is not an agent, partner, principal, or employee of NAVIGATOR and has no authority to bind NAVIGATOR by contract or otherwise and shall be free from the control and direction of NAVIGATOR in connection with the performance of the Services. Contractor has the sole right to control and direct the means, manner and method by which the Services required by this Agreement will be performed. Contractor shall furnish all materials, equipment, and supplies used to provide the Services required by this Agreement. Contractor shall not be entitled to any benefits accorded to NAVIGATOR's employees, including, but not limited to, vacation time, sick time, PTO time, worker's compensation, or disability.

8.2. **Contractor's Representations.** Contractor hereby represents that: (a) they are free from the control and direction of NAVIGATOR in connection with the Services hereunder, both under this Agreement for the performance of Services and in fact; (b) Contractor is performing services that are outside of the usual course of NAVIGATOR'S business which is the operation of California public charter schools; and (c) Contractor is routinely doing work in an independently established trade, occupation, or business that is of the same type as the Services being performed hereunder.

8.3. **Choice of Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles. Any legal proceeding to interpret or enforce this Agreement will be brought in Santa Clara County, California. Each party acknowledges, consents and agrees to venue and jurisdiction in Santa Clara County, California.

8.4. **Attorneys' Fees.** In the event arbitration, suit, or action is instituted to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover all costs of suit, including reasonable attorney's fees, in addition to all other sums allowed by law.

8.5. **Resolution of Disputes.** In the event of any dispute, the Parties shall use good faith efforts to settle the dispute and shall negotiate with each other to attempt to reach a solution satisfactory to each party. If the Parties do not reach such a solution within (60) days, then Parties shall try to resolve the dispute by mediation in Santa Clara County, California with costs to be shared equally by the Parties. If mediation is unsuccessful, the Parties agree to submit the dispute to final, binding arbitration administered by the American Arbitration Association in

accordance with its Commercial Arbitration Rules before a single arbitrator in Santa Clara County, California. The arbitrator will have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration will be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

8.6. **Indemnification.** Contractor shall hold NAVIGATOR and its directors, officers, employees, agents, and volunteers harmless from, and indemnify each of them from and against, any and all claims, losses, damages, liabilities, penalties, fines, costs, expenses, and attorney's fees, arising out of or related to the provision of Services hereunder, except to the extent caused by the willful conduct or sole negligence of a NAVIGATOR director, officer, employee, agent, or volunteer. This provision shall survive the termination of this Agreement.

8.7. **Insurance.** Contractor shall procure and maintain insurance covering all activities of Contractor performing Services hereunder with coverage of not less than one million dollars (\$1,000,000) per occurrence. The Certificate of Insurance must contain General Liability, Automobile Liability (if applicable) and Workers' Comp (if applicable.) In the event Services are provided at a school site(s), then Contractor must also procure and maintain sexual abuse and molestation insurance with coverage in commercially reasonable amounts. Special endorsement must be attached to the Certificate of Insurance to include NAVIGATOR, and its directors, officers, employees, agents, and volunteers as additional insureds and it must be in the form of an actual endorsement to the policy and not just shown on the Certificate of Insurance. It is further understood and agreed that this insurance shall be primary and not contributory with regards to any other insurance in effect for the additional insureds. Contractor shall provide said Certificate of Insurance prior to commencing Services.

8.8. **Miscellaneous.** Neither party will assign or otherwise transfer this Agreement in whole or in part without the prior written consent of the other party; provided, however, that NAVIGATOR may, without the consent of Contractor, assign this Agreement in connection with a merger or other similar change of control. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other oral and written understandings or agreements. No waiver of any provision of this Agreement will be deemed a waiver of any other provision, nor will it be a continuing waiver. Any amendment to this Agreement must be executed, in writing, by each party. In the event that a court of competent jurisdiction holds any term or provision of this Agreement invalid, void, or unenforceable, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any notice given or made under this Agreement will be in writing and will be delivered personally or by a nationally recognized overnight courier (prepaid, specifying next-day delivery), addressed each Party as per their respective addresses as listed. Notice shall be deemed effective upon delivery. Either party shall be excused from performance, without penalty, for delay in, or failure of, performance if such delay or failure is caused by force majeure. "Force majeure" means an occurrence that is beyond the control of the party affected, including but not limited to, fire, earthquake, war, and pandemics. This Agreement may be executed in counterparts and may be delivered by scan/email which shall be considered an original signature.

*[Signatures to Follow on Next Page]*

Date: \_\_\_\_\_

“CONTRACTOR”

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_

“NAVIGATOR”

\_\_\_\_\_  
By:  
Its:

**Exhibit A**

Speech and Language Pathology Services (assessment, student sessions)

- Student support
- Documentation preparation
- IEP and other necessary meeting attendance
- SLP-A supervision

**Exhibit B**

**Contractor Certification of Criminal Background Clearance,  
Tuberculosis (TB) Clearance, and Credential Verification**

**In accordance with California fingerprint and criminal background clearance, TB risk assessment/clearance requirements, and credentialing requirements per Education Code sections 45125.1 et seq., 49406, and 47605(l)**

***TO CONTRACTOR: PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.***

**CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:**

- A. CONTRACTOR hereby certifies to NAVIGATOR that it has completed the criminal background check requirements of Education Code Section 45125.1, that it has determined that none of its employees that may come into contact with NAVIGATOR students has been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c), and that the CONTRACTOR requests and receives subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.
- B. CONTRACTOR hereby certifies to NAVIGATOR that it has required and verified that all employees who may have contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis as required in Education Code Section 49406. CONTRACTOR requires all new employees to provide a certificate of tuberculosis clearance dated within the 60 days prior to initial employment and CONTRACTOR maintains current TB clearances for all such employees.
- C. CONTRACTOR hereby certifies to NAVIGATOR that it has required and verified that all CONTRACTOR employees whose assignment at NAVIGATOR requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605(l).

**WAIVER JUSTIFICATION:**

- D. CONTRACTOR and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s) permitted by Education Code Section 45125.1 et seq.
  - CONTRACTOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
  - CONTRACTOR, which will be providing construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the CONTRACTOR may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods: [Education Code Section 45125.2 (a)]

**Check all methods to be used:**

- 1) Installation of a physical barrier at the worksite to limit contact with students
- 2) Continual supervision and monitoring of all employees of CONTRACTOR by an employee of CONTRACTOR who has not been convicted of serious or violent felony ascertained by the DOJ
- 3) Surveillance of employees of the CONTRACTOR by school personnel
- The services provided by the CONTRACTOR are for an “EMERGENCY OR EXCEPTIONAL SITUATION” ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable. [Education Code Section 45125.1(b)]

**By signing below, under penalty of perjury, I certify that the information contained on this certification form is accurate. I understand that it is the CONTRACTOR’S sole responsibility to maintain, update, and provide the NAVIGATOR with current and complete information along with the employee list, throughout the duration of services.**

---

Authorized Contractor Signature                      Printed Name                      Title                      Date

## **INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“Agreement”) is entered into and made effective on July 1, 2024 (“Effective Date”), by and between Navigator Schools (“NAVIGATOR”), a California nonprofit public benefit corporation, whose principal place of business is 650 San Benito Street, Ste. 230, Hollister, CA 95023, and Therapy Zone 4 Kidz (“Contractor”, sometimes collectively referred to with NAVIGATOR as the “Parties”), whose principal place of business is 17705 Hale Ave., Suite C-4, Morgan Hill, CA 95037; tel: (408) 334-0400; [therapyzone4kidz@gmail.com](mailto:therapyzone4kidz@gmail.com); [www.therapyzone4kidz.com](http://www.therapyzone4kidz.com).

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Services.** During the Term (as defined in Section 2.2 below) of this Agreement, Contractor agrees to provide services to NAVIGATOR as described in statement of work (“SOW”) attached hereto as **Exhibit A** (“Services”). In the event of any conflict between any of the terms and conditions of the SOW and any term and condition of this Agreement, the terms and conditions of this Agreement shall control. Contractor will perform the Services in a diligent, careful, thorough, and professional manner consistent with customary practice and in compliance with applicable law. Contractor may use Contractor’s employees or subcontractors to perform the services under this Agreement, subject to the conditions set forth in Section 5, 6, 7, and 8, below.

2. **Compensation and Term.**

2.1 Contractor shall perform the Services at the rates set forth in **Exhibit A**. NAVIGATOR will reimburse Contractor for reasonable out-of-pocket expenses incurred by Contractor in connection with performance of the Services at cost. Contractor must obtain NAVIGATOR prior written authorization for any expenses that equal \$100.00 (one hundred dollars and no cents) or more.

2.2 The term of this Agreement will begin on the Effective Date and will terminate on June 30, 2025 (“Term”). Either party may provide notice of termination of this Agreement at any time and for any reason with thirty (30) days prior written notice to the other party. This Agreement may be terminated by either party for cause on the occurrence of any of the following events or with five (5) days prior written notice to the other party: (a) the bankruptcy or insolvency of either party; (b) the sale of business of either party; (c) the death or dissolution of Contractor; (d) Contractor is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities pursuant to Title 2 of the Code of Federal Regulations Part 200; (e) breach of any term or condition in this Agreement; or (f) any other reason in NAVIGATOR’S sole and unfettered discretion that renders Contractor’s ability to perform services impractical or inconsistent with NAVIGATOR operation of California public charter schools. Upon termination, no further performance, including payment pursuant to Section 2 and its subsections above, will be required of either party, except that NAVIGATOR must pay any fees due for authorized services rendered and for authorized expenses specified in **Exhibit A**.

3. **Invoices and Payment.** Contractor shall provide an invoice for services performed on a monthly basis. NAVIGATOR reserves the right to dispute invoice entries pursuant to Section 8.5 below. NAVIGATOR shall make payment to Contractor for all sums due on approved invoices

within thirty (30) days thereafter. Contractor shall provide a copy of a current W-9 to NAVIGATOR prior to commencement of Services.

4. **Intentionally Omitted.**

5. **Proprietary Information.**

5.1 Contractor acknowledges that, in connection with providing the Services under this Agreement, Contractor may have access to and use of NAVIGATOR'S proprietary, confidential and trade secret information. The information furnished by NAVIGATOR for use by Contractor is confidential to the fullest extent allowable by law. Proprietary and/or trade secret information of NAVIGATOR is the property of NAVIGATOR and includes, but is not limited to, information concerning NAVIGATOR's employees, students, vendors, and independent contractors, and to any other information reasonably understood to be confidential or proprietary to NAVIGATOR ("Proprietary Information".)

5.2 Contractor will maintain in confidence, and will cause its employees and subcontractors to maintain in confidence, and it will not, directly or indirectly, disclose or use, and cause its employees and subcontractors to not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information, except to the extent necessary to perform the Services. Upon termination of this Agreement, or at the request of NAVIGATOR before termination, Contractor will deliver to NAVIGATOR all Proprietary Information that is in Contractor's possession or under Contractor's control.

6. **Protected Information.**

6.1 **Student Information.** If Contractor shall have access to student education records ("Student Records") that may contain information in the form of personally identifiable information ("PII"), Contractor acknowledges that pursuant to the Family Educational Rights and Privacy Act 20 U.S.C. §1232g, and its implementing regulations 34 C.F.R. Part 99 ("FERPA"), it will be designated as a "school official" with "legitimate educational interests" in the Student Information and PII and agrees to abide by all associated FERPA requirements, including but not limited to, use of the Student Information or PII for the purpose of fulfilling its duties under this Agreement. Contractor will not use or disclose, and will cause its employees and subcontractors to not use or disclose, Student Information or PII, except as necessary to perform the Services or as required by law.

6.2 **Health Information.** Contractor acknowledges that, from time to time during the Term of this Agreement, Contractor may acquire or have access to Protected Health Information (as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and rules promulgated thereunder (the "HIPAA Rules") of NAVIGATOR students ("PHI"). Contractor will not use or disclose, and will cause its employees and subcontractors to not use or disclose, PHI, except as necessary to perform the Services or as required by law.

7. **Contractor's Representations and Warranties.** Contractor represents and warrants that (a) Contractor has the qualifications, licenses (if required by law) and ability to perform the Services in a competent and professional manner; (b) should Contractor provide services to NAVIGATOR students, Contractor shall adhere to all applicable law and



NAVIGATOR policies, including, but not limited to, certifying compliance with the requirements of California Education Code Section 45125.1 et seq., and shall fill out and return the Criminal Background Check and Tuberculosis Clearance Certification, on an annual basis, attached hereto as **Exhibit B**; (c) Contractor shall keep its staff/volunteer roster current and shall update NAVIGATOR as soon as practicable upon any changes, additions, or renewed clearances; (d) should Contractor provide Services at NAVIGATOR school sites, Contractor's employees shall adhere to the school site's policy regarding signing in and out upon entry and exit; and (e) Contractor's personnel that serve or will serve NAVIGATOR students are trained, and accept full responsibility, to act as mandated child abuse reporters pursuant to California law, including, but not limited to, the Child Abuse and Neglect Reporting Act (Cal. Penal Code § 11164 et seq.)

## 8. **General Provisions**

8.1. **Relationship of Parties.** Contractor is an independent contractor retained by NAVIGATOR to provide the Services and represents that it is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services. Contractor is not an agent, partner, principal, or employee of NAVIGATOR and has no authority to bind NAVIGATOR by contract or otherwise and shall be free from the control and direction of NAVIGATOR in connection with the performance of the Services. Contractor has the sole right to control and direct the means, manner and method by which the Services required by this Agreement will be performed. Contractor shall furnish all materials, equipment, and supplies used to provide the Services required by this Agreement. Contractor shall not be entitled to any benefits accorded to NAVIGATOR's employees, including, but not limited to, vacation time, sick time, PTO time, worker's compensation, or disability.

8.2. **Contractor's Representations.** Contractor hereby represents that: (a) they are free from the control and direction of NAVIGATOR in connection with the Services hereunder, both under this Agreement for the performance of Services and in fact; (b) Contractor is performing services that are outside of the usual course of NAVIGATOR'S business which is the operation of California public charter schools; and (c) Contractor is routinely doing work in an independently established trade, occupation, or business that is of the same type as the Services being performed hereunder.

8.3. **Choice of Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles. Any legal proceeding to interpret or enforce this Agreement will be brought in Santa Clara County, California. Each party acknowledges, consents and agrees to venue and jurisdiction in Santa Clara County, California.

8.4. **Attorneys' Fees.** In the event arbitration, suit, or action is instituted to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover all costs of suit, including reasonable attorney's fees, in addition to all other sums allowed by law.

8.5. **Resolution of Disputes.** In the event of any dispute, the Parties shall use good faith efforts to settle the dispute and shall negotiate with each other to attempt to reach a solution satisfactory to each party. If the Parties do not reach such a solution within (60) days, then Parties shall try to resolve the dispute by mediation in Santa Clara County, California with costs

to be shared equally by the Parties. If mediation is unsuccessful, the Parties agree to submit the dispute to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules before a single arbitrator in Santa Clara County, California. The arbitrator will have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration will be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

8.6. **Indemnification.** Contractor shall hold NAVIGATOR and its directors, officers, employees, agents, and volunteers harmless from, and indemnify each of them from and against, any and all claims, losses, damages, liabilities, penalties, fines, costs, expenses, and attorney's fees, arising out of or related to the provision of Services hereunder, except to the extent caused by the willful conduct or sole negligence of a NAVIGATOR director, officer, employee, agent, or volunteer. This provision shall survive the termination of this Agreement.

8.7. **Insurance.** Contractor shall procure and maintain insurance covering all activities of Contractor performing Services hereunder with coverage of not less than one million dollars (\$1,000,000) per occurrence. The Certificate of Insurance must contain General Liability, Automobile Liability (if applicable) and Workers' Comp (if applicable.) In the event Services are provided at a school site(s), then Contractor must also procure and maintain sexual abuse and molestation insurance with coverage of not less than two million dollars (\$2,000,000) per occurrence. Special endorsement must be attached to the Certificate of Insurance to include NAVIGATOR, and its directors, officers, employees, agents, and volunteers as additional insureds and it must be in the form of an actual endorsement to the policy and not just shown on the Certificate of Insurance. It is further understood and agreed that this insurance shall be primary and not contributory with regards to any other insurance in effect for the additional insureds. Contractor shall provide said Certificate of Insurance prior to commencing Services.

8.8. **Miscellaneous.** Neither party will assign or otherwise transfer this Agreement in whole or in part without the prior written consent of the other party; provided, however, that NAVIGATOR may, without the consent of Contractor, assign this Agreement in connection with a merger or other similar change of control. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other oral and written understandings or agreements. No waiver of any provision of this Agreement will be deemed a waiver of any other provision, nor will it be a continuing waiver. Any amendment to this Agreement must be executed, in writing, by each party. In the event that a court of competent jurisdiction holds any term or provision of this Agreement invalid, void, or unenforceable, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any notice given or made under this Agreement will be in writing and will be delivered personally or by a nationally recognized overnight courier (prepaid, specifying next-day delivery), addressed each Party as per their respective addresses as listed. Notice shall be deemed effective upon delivery. Either party shall be excused from performance, without penalty, for delay in, or failure of, performance if such delay or failure is caused by force majeure. "Force majeure" means an occurrence that is beyond the control of the party affected, including but not limited to, fire, earthquake, war, and pandemics. This Agreement may be executed in counterparts and may be delivered by scan/email which shall be considered an original signatures.

*[Signatures to Follow on Next Page]*

Date: \_\_\_\_\_

“CONTRACTOR”

\_\_\_\_\_  
By: Debbie Neargarder  
Its: CEO

Date: \_\_\_\_\_

“NAVIGATOR”

\_\_\_\_\_  
By: Noël Russell-Unterburger  
Its: Chief Financial & Operating Officer

**Exhibit A**

*[Insert Proposal Here]*

**Exhibit B**

**Contractor Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification**

**In accordance with California fingerprint and criminal background clearance, TB risk assessment/clearance requirements, and credentialing requirements per Education Code sections 45125.1 et seq., 49406, and 47605(l)**

**TO CONTRACTOR: PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.**

**CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:**

- A. CONTRACTOR hereby certifies to NAVIGATOR that it has completed the criminal background check requirements of Education Code Section 45125.1, that it has determined that none of its employees that may come into contact with NAVIGATOR students has been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c), and that the CONTRACTOR requests and receives subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.
- B. CONTRACTOR hereby certifies to NAVIGATOR that it has required and verified that all employees who may have contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis as required in Education Code Section 49406. CONTRACTOR requires all new employees to provide a certificate of tuberculosis clearance dated within the 60 days prior to initial employment and CONTRACTOR maintains current TB clearances for all such employees.
- C. CONTRACTOR hereby certifies to NAVIGATOR that it has required and verified that all CONTRACTOR employees whose assignment at NAVIGATOR requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605(l).

**WAIVER JUSTIFICATION:**

- D. CONTRACTOR and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s) permitted by Education Code Section 45125.1 et seq.
  - CONTRACTOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
  - CONTRACTOR, which will be providing construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the CONTRACTOR may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods: [Education Code Section 45125.2 (a)]

**Check all methods to be used:**

- 1) Installation of a physical barrier at the worksite to limit contact with students
- 2) Continual supervision and monitoring of all employees of CONTRACTOR by an employee of CONTRACTOR who has not been convicted of serious or violent felony ascertained by the DOJ
- 3) Surveillance of employees of the CONTRACTOR by school personnel
- The services provided by the CONTRACTOR are for an “EMERGENCY OR EXCEPTIONAL SITUATION” ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable. [Education Code Section 45125.1(b)]

**By signing below, under penalty of perjury, I certify that the information contained on this certification form is accurate. I understand that it is the CONTRACTOR’S sole responsibility to maintain, update, and provide the NAVIGATOR with current and complete information along with the employee list, throughout the duration of services.**

---

Authorized Contractor Signature                      Printed Name                      Title                      Date

# THERAPY ZONE 4 KIDZ

## HELPING CHILDREN REACH THEIR TARGET

(408) 334-0400 • [therapyzone4kidz@gmail.com](mailto:therapyzone4kidz@gmail.com) • [www.therapyzone4kidz.com](http://www.therapyzone4kidz.com)

Morgan Hill • 17705 Hale Ave. Suite C-4, Morgan Hill CA, 95037

August 1, 2024

To Whom It May Concern:

Speech Therapy/Occupational Therapy Rate:

RATE OF \$160/hour

Evaluation/Triennial Rate:

\$1,000

Includes standardized assessment, if appropriate, scoring, report analysis and written report.

Does not include IEP meeting time. IEP meeting time will be billed at the \$160 hourly rate.

Annual reports will be billed for 1 hour at the \$160 hourly rate, to include updating progress on current goals, creating new goals and summary report. Does not include IEP meeting time. IEP meeting time will be billed at the \$160 hourly rate.

Quarterly goal updates will be billed for 15 minutes per student at the \$160 hourly rate.

Please allow us ample time to complete any reports/assessments

1. Written notice of IEP meetings will be given with at least 2 weeks notice prior to meeting.
2. Written notice of a signed assessment plan will be given within 10 days of school receiving assessment plan. Therapy Zone 4 Kidz occupational therapist will be allowed sufficient amount of time to assess, consult and observe the student in the school environment, with a minimum of 30 days to complete the assessment and write the report.
3. If sufficient time is not given, we request that an amendment meeting will be scheduled in order for our therapist to complete the assessment and report write-up.

Thank you

Debbie Nearing, CEO

## **INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“Agreement”) is entered into and made effective on July 1, 2024 (“Effective Date”), by and between Navigator Schools (“NAVIGATOR”), a California nonprofit public benefit corporation, whose principal place of business is 650 San Benito Street, Ste. 230, Hollister, CA 95023, and Bailey Jones (“Contractor”, sometimes collectively referred to with NAVIGATOR as the “Parties”), whose principal place of business is 220 – 14<sup>th</sup> Street, Pacific Grove, CA 93950.

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Services.** During the Term (as defined in Section 2.2 below) of this Agreement, Contractor agrees to provide services to NAVIGATOR as described in statement of work (“SOW”) attached hereto as **Exhibit A** (“Services”). In the event of any conflict between any of the terms and conditions of the SOW and any term and condition of this Agreement, the terms and conditions of this Agreement shall control. Contractor will perform the Services in a diligent, careful, thorough, and professional manner consistent with customary practice and in compliance with applicable law. Contractor may use Contractor’s employees or subcontractors to perform the services under this Agreement, subject to the conditions set forth in Section 5, 6, 7, and 8, below.

2. **Compensation and Term.**

2.1 Contractor shall perform the Services at the rate of \$95.00 per hour. NAVIGATOR will reimburse Contractor for reasonable out-of-pocket expenses incurred by Contractor in connection with performance of the Services at cost (unless otherwise specified in **Exhibit A.**) Contractor must obtain NAVIGATOR prior written authorization for any expenses that equal \$100.00 (one hundred dollars and no cents) or more.

2.2 The term of this Agreement will begin on the Effective Date and will terminate on June 30, 2025 (“Term”). Either party may provide notice of termination of this Agreement at any time and for any reason with thirty (30) days prior written notice to the other party. This Agreement may be terminated by either party for cause on the occurrence of any of the following events or with five (5) days prior written notice to the other party: (a) the bankruptcy or insolvency of either party; (b) the sale of business of either party; (c) the death or dissolution of Contractor; (d) Contractor is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities pursuant to Title 2 of the Code of Federal Regulations Part 200; (e) breach of any term or condition in this Agreement; or (f) any other reason in NAVIGATOR’S sole and unfettered discretion that renders Contractor’s ability to perform services impractical or inconsistent with NAVIGATOR operation of California public charter schools. Upon termination, no further performance, including payment pursuant to Section 2 and its subsections above, will be required of either party, except that NAVIGATOR must pay any fees due for authorized services rendered and for authorized expenses specified in **Exhibit A.**

3. **Invoices and Payment.** Contractor shall provide an invoice for services performed upon completion of services. NAVIGATOR reserves the right to dispute invoice entries pursuant to Section 8.5 below. NAVIGATOR shall make payment to Contractor for all sums due on

approved invoices within thirty (30) days thereafter. Contractor shall provide a copy of a current W-9 to NAVIGATOR prior to commencement of Services.

4. **Intentionally Omitted.**

5. **Proprietary Information.**

5.1 Contractor acknowledges that, in connection with providing the Services under this Agreement, Contractor may have access to and use of NAVIGATOR'S proprietary, confidential and trade secret information. The information furnished by NAVIGATOR for use by Contractor is confidential to the fullest extent allowable by law. Proprietary and/or trade secret information of NAVIGATOR is the property of NAVIGATOR and includes, but is not limited to, information concerning NAVIGATOR's employees, students, vendors, and independent contractors, and to any other information reasonably understood to be confidential or proprietary to NAVIGATOR ("Proprietary Information".)

5.2 Contractor will maintain in confidence, and will cause its employees and subcontractors to maintain in confidence, and it will not, directly or indirectly, disclose or use, and cause its employees and subcontractors to not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information, except to the extent necessary to perform the Services. Upon termination of this Agreement, or at the request of NAVIGATOR before termination, Contractor will deliver to NAVIGATOR all Proprietary Information that is in Contractor's possession or under Contractor's control.

6. **Protected Information.**

6.1 **Student Information.** If Contractor shall have access to student education records ("Student Records") that may contain information in the form of personally identifiable information ("PII"), Contractor acknowledges that pursuant to the Family Educational Rights and Privacy Act 20 U.S.C. §1232g, and its implementing regulations 34 C.F.R. Part 99 ("FERPA"), it will be designated as a "school official" with "legitimate educational interests" in the Student Information and PII and agrees to abide by all associated FERPA requirements, including but not limited to, use of the Student Information or PII for the purpose of fulfilling its duties under this Agreement. Contractor will not use or disclose, and will cause its employees and subcontractors to not use or disclose, Student Information or PII, except as necessary to perform the Services or as required by law.

6.2 **Health Information.** Contractor acknowledges that, from time to time during the Term of this Agreement, Contractor may acquire or have access to Protected Health Information (as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and rules promulgated thereunder (the "HIPAA Rules") of NAVIGATOR students ("PHI"). Contractor will not use or disclose, and will cause its employees and subcontractors to not use or disclose, PHI, except as necessary to perform the Services or as required by law.

7. **Contractor's Representations and Warranties.** Contractor represents and warrants that (a) Contractor has the qualifications, licenses (if required by law) and ability to perform the Services in a competent and professional manner; (b) should Contractor provide services to NAVIGATOR students, Contractor shall adhere to all applicable law and



NAVIGATOR policies, including, but not limited to, certifying compliance with the requirements of California Education Code Section 45125.1 et seq., and shall fill out and return the Criminal Background Check and Tuberculosis Clearance Certification, on an annual basis, attached hereto as **Exhibit B**; (c) Contractor shall keep its staff/volunteer roster current and shall update NAVIGATOR as soon as practicable upon any changes, additions, or renewed clearances; (d) should Contractor provide Services at NAVIGATOR school sites, Contractor's employees shall adhere to the school site's policy regarding signing in and out upon entry and exit; and (e) Contractor's personnel that serve or will serve NAVIGATOR students are trained, and accept full responsibility, to act as mandated child abuse reporters pursuant to California law, including, but not limited to, the Child Abuse and Neglect Reporting Act (Cal. Penal Code § 11164 et seq.)

## 8. **General Provisions**

8.1. **Relationship of Parties.** Contractor is an independent contractor retained by NAVIGATOR to provide the Services and represents that it is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services. Contractor is not an agent, partner, principal, or employee of NAVIGATOR and has no authority to bind NAVIGATOR by contract or otherwise and shall be free from the control and direction of NAVIGATOR in connection with the performance of the Services. Contractor has the sole right to control and direct the means, manner and method by which the Services required by this Agreement will be performed. Contractor shall furnish all materials, equipment, and supplies used to provide the Services required by this Agreement. Contractor shall not be entitled to any benefits accorded to NAVIGATOR's employees, including, but not limited to, vacation time, sick time, PTO time, worker's compensation, or disability.

8.2. **Contractor's Representations.** Contractor hereby represents that: (a) they are free from the control and direction of NAVIGATOR in connection with the Services hereunder, both under this Agreement for the performance of Services and in fact; (b) Contractor is performing services that are outside of the usual course of NAVIGATOR'S business which is the operation of California public charter schools; and (c) Contractor is routinely doing work in an independently established trade, occupation, or business that is of the same type as the Services being performed hereunder.

8.3. **Choice of Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles. Any legal proceeding to interpret or enforce this Agreement will be brought in Santa Clara County, California. Each party acknowledges, consents and agrees to venue and jurisdiction in Santa Clara County, California.

8.4. **Attorneys' Fees.** In the event arbitration, suit, or action is instituted to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover all costs of suit, including reasonable attorney's fees, in addition to all other sums allowed by law.

8.5. **Resolution of Disputes.** In the event of any dispute, the Parties shall use good faith efforts to settle the dispute and shall negotiate with each other to attempt to reach a solution satisfactory to each party. If the Parties do not reach such a solution within (60) days, then Parties shall try to resolve the dispute by mediation in Santa Clara County, California with costs

to be shared equally by the Parties. If mediation is unsuccessful, the Parties agree to submit the dispute to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules before a single arbitrator in Santa Clara County, California. The arbitrator will have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration will be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

8.6. **Indemnification.** Contractor shall hold NAVIGATOR and its directors, officers, employees, agents, and volunteers harmless from, and indemnify each of them from and against, any and all claims, losses, damages, liabilities, penalties, fines, costs, expenses, and attorney's fees, arising out of or related to the provision of Services hereunder, except to the extent caused by the willful conduct or sole negligence of a NAVIGATOR director, officer, employee, agent, or volunteer. This provision shall survive the termination of this Agreement.

8.7. **Insurance.** Contractor shall procure and maintain insurance covering all activities of Contractor performing Services hereunder with coverage of not less than one million dollars (\$1,000,000) per occurrence. The Certificate of Insurance must contain General Liability, Automobile Liability (if applicable) and Workers' Comp (if applicable.) In the event Services are provided at a school site(s), then Contractor must also procure and maintain sexual abuse and molestation insurance with coverage of not less than two million dollars (\$2,000,000) per occurrence. Special endorsement must be attached to the Certificate of Insurance to include NAVIGATOR, and its directors, officers, employees, agents, and volunteers as additional insureds and it must be in the form of an actual endorsement to the policy and not just shown on the Certificate of Insurance. It is further understood and agreed that this insurance shall be primary and not contributory with regards to any other insurance in effect for the additional insureds. Contractor shall provide said Certificate of Insurance prior to commencing Services.

8.8. **Miscellaneous.** Neither party will assign or otherwise transfer this Agreement in whole or in part without the prior written consent of the other party; provided, however, that NAVIGATOR may, without the consent of Contractor, assign this Agreement in connection with a merger or other similar change of control. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other oral and written understandings or agreements. No waiver of any provision of this Agreement will be deemed a waiver of any other provision, nor will it be a continuing waiver. Any amendment to this Agreement must be executed, in writing, by each party. In the event that a court of competent jurisdiction holds any term or provision of this Agreement invalid, void, or unenforceable, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any notice given or made under this Agreement will be in writing and will be delivered personally or by a nationally recognized overnight courier (prepaid, specifying next-day delivery), addressed each Party as per their respective addresses as listed. Notice shall be deemed effective upon delivery. Either party shall be excused from performance, without penalty, for delay in, or failure of, performance if such delay or failure is caused by force majeure. "Force majeure" means an occurrence that is beyond the control of the party affected, including but not limited to, fire, earthquake, war, and pandemics. This Agreement may be executed in counterparts and may be delivered by scan/email which shall be considered an original signature.

*[Signatures to Follow on Next Page]*

Date: \_\_\_\_\_

“CONTRACTOR”

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_

“NAVIGATOR”

\_\_\_\_\_  
By:  
Its:

**Exhibit A**

Nurse services as requested.

**Exhibit B**

**Contractor Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification**

**In accordance with California fingerprint and criminal background clearance, TB risk assessment/clearance requirements, and credentialing requirements per Education Code sections 45125.1 et seq., 49406, and 47605(l)**

**TO CONTRACTOR: PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.**

**CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:**

- A. CONTRACTOR hereby certifies to NAVIGATOR that it has completed the criminal background check requirements of Education Code Section 45125.1, that it has determined that none of its employees that may come into contact with NAVIGATOR students has been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c), and that the CONTRACTOR requests and receives subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.
- B. CONTRACTOR hereby certifies to NAVIGATOR that it has required and verified that all employees who may have contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis as required in Education Code Section 49406. CONTRACTOR requires all new employees to provide a certificate of tuberculosis clearance dated within the 60 days prior to initial employment and CONTRACTOR maintains current TB clearances for all such employees.
- C. CONTRACTOR hereby certifies to NAVIGATOR that it has required and verified that all CONTRACTOR employees whose assignment at NAVIGATOR requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605(l).

**WAIVER JUSTIFICATION:**

- D. CONTRACTOR and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s) permitted by Education Code Section 45125.1 et seq.
  - CONTRACTOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
  - CONTRACTOR, which will be providing construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the CONTRACTOR may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods: [Education Code Section 45125.2 (a)]

**Check all methods to be used:**

- 1) Installation of a physical barrier at the worksite to limit contact with students
- 2) Continual supervision and monitoring of all employees of CONTRACTOR by an employee of CONTRACTOR who has not been convicted of serious or violent felony ascertained by the DOJ
- 3) Surveillance of employees of the CONTRACTOR by school personnel
- The services provided by the CONTRACTOR are for an “EMERGENCY OR EXCEPTIONAL SITUATION” ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable. [Education Code Section 45125.1(b)]

**By signing below, under penalty of perjury, I certify that the information contained on this certification form is accurate. I understand that it is the CONTRACTOR’S sole responsibility to maintain, update, and provide the NAVIGATOR with current and complete information along with the employee list, throughout the duration of services.**

---

Authorized Contractor Signature                      Printed Name                      Title                      Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SAN BENITO COUNTY OFFICE OF EDUCATION  
AND  
NAVIGATOR SCHOOLS/HOLLISTER PREP SCHOOL**

This MEMORANDUM OF UNDERSTANDING is entered effective **July 1, 2024 through June 30, 2025**, by and between **San Benito County Office of Education (SBCOE)** and **Navigator Schools/Hollister Prep School (HPS)**, for the purposes of providing Low Incidence Services: Specialized Vision Services and Orientation & Mobility.

WHEREAS, **HPS** requests that SBCOE to provide such services,

WHEREAS, **SBCOE** is able and willing to provide this service, and

NOW, THEREFORE, **HPS** and **SBCOE** agree and understand as follows:

1. **SBCOE** shall provide the following services:
  - a. Provide direct specialized vision services as specified in the student’s IEP with student for 30 minutes weekly during the 2024.2025 school year.
  - b. Provide direct orientation and mobility services as specified in the student’s IEP with student for 30 minutes weekly during the 2024.2025 school year.
  - c. Complete student evaluations to determine eligibility and if meet criteria, provide recommendations regarding specialized vision services, orientation & mobility including preparation time, attendance at IEP meetings.
  
2. **HPS** shall provide:
  - a. Reimbursement to SBCOE for services rendered at the actual cost of \$95 per hour of the O&M/VI Program Staff Members
  - b. Estimated to be \$3,500
  - c. This amount could be subject to change based upon any negotiated raises during the 2024.2025 negotiations.

This agreement shall be effective upon its ratification by the HPS Board and San Benito County Superintendent of Schools and will be for the school year **2024.2025**.

\_\_\_\_\_  
Director, Special Education      Date  
Hollister Prep School

\_\_\_\_\_  
Director, Special Services      Date  
San Benito County Office of Education

\_\_\_\_\_  
Superintendent      Date  
Hollister Prep School

\_\_\_\_\_  
Superintendent      Date  
San Benito County Office of Education

|  |
|--|
| For Business Office Use Only:<br>Account # _____ |
|--|

**NAVIGATOR BOARD OF DIRECTORS  
BOARD RESOLUTION (BR\_2024-17)**

**Proposition 2: Kindergarten Through Grade 12 Schools and Local Community College  
Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024**

WHEREAS, the California Constitution finds public education is a State responsibility in Article IX Section 5; and

WHEREAS, the State is out of school facility program funds and cannot provide the State match for almost \$3.5 billion in projects which qualify for state aid; and

WHEREAS, Navigator Schools has facility needs which may be partially funded by State bonds; and

WHEREAS, Proposition 2 the *Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024*, provides for renovation of aging schools, upgrade of existing classrooms, construction of new classrooms to accommodate growth, Career Technical Education facilities to provide job training to meet the workforce needs of California employers, testing and remediation of lead levels in water at school sites, disaster assistance, replacement of 75-year-old buildings, adding essential facilities like libraries and multipurpose rooms, mitigating the effects of higher average temperatures, and assistance for small and low-wealth school districts, including charter schools; and

WHEREAS, charter schools districts need state financial support to implement new mandates and initiatives such as universal Transitional Kindergarten, Expanded Learning, on-site cooking and meal preparation, later secondary school start times, and solar power generation and storage; and

WHEREAS, quality 21st Century school facilities designed for today's and tomorrow's students enhance academic achievement and further the State's academic goals; and

WHEREAS, the California unemployment rate is greater than the national unemployment rate; and

WHEREAS, 13,000 middle class jobs are created for each \$1 billion in school facility infrastructure investment; and

WHEREAS, these jobs will be created throughout California and will include almost all building trades; and

WHEREAS, the Local Control Funding Formula provides funding for educational services for all students, but does not provide dedicated facilities funding; and

WHEREAS, Proposition 2, the *Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024* will not raise State taxes; and

WHEREAS, Proposition 2, the *Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024* enhances public accountability and transparency for the use of its proceeds; and

WHEREAS, Proposition 2, the *Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024* State matching funds will reduce the need for additional local property taxes for school facilities.

NOW, THEREFORE BE IT RESOLVED THAT:

Navigator Schools supports Proposition 2, the *Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024*.

PASSED AND ADOPTED by the Board of Directors of Navigator Schools at its regular meeting for which a quorum was present on August 26, 2024, held in Gilroy, Santa Clara County, California.

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

Date: \_\_\_\_\_, 2024

\_\_\_\_\_  
By: Tomislav Peraic, Board Secretary



# Coversheet

## Approval of 2024-25 Committee Assignments

**Section:** IV. Committee Assignments  
**Item:** A. Approval of 2024-25 Committee Assignments  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2024-25 Committee Assignments (08.26.24).pdf

| <b>2024-25 Committee Membership</b> |   |                    |                          |  |
|-------------------------------------|---|--------------------|--------------------------|--|
| <b>Committee</b>                    | <b>Members</b>  | <b>Chairperson</b> | <b>Staff Lead</b>        | <b>Other Attendees</b>                                       |
| Academic                            | Claire Grissom<br>Chuck Daggs<br>(GPS Parent)   | Claire Grissom     | Crystal O'Rourke         | Caprice Young<br>Shun Dorsey<br>Tom Peraic                   |
| Finance                             | Ian Connell<br>Jaime Quiroga<br>Jan Mazyck  | Ian Connell        | Noël Russell-Unterburger | Caprice Young<br>Ami Ortiz<br>Shun Dorsey<br>Tom Peraic      |
| Governance                          | Nora Crivello<br>Ian Connell<br>Shara Hedge   | Nora Crivello      | Caprice Young            | Tom Peraic   |
| Development                         | Chuck Daggs<br>Jaime Quiroga<br>Niña Rosete   | Chuck Daggs        | Shun Dorsey              | Caprice Young<br>Kirsten Carr<br>Neena Goswamy<br>Tom Peraic |
| Audit                               | Jan Mazyck<br>JP Anderson<br>Niña Rosete  | Jan Mazyck         | Noël Russell-Unterburger | Caprice Young<br>Shun Dorsey<br>Tom Peraic                   |
| NSSC                                | Kevin Sved<br>Alfred Morikang<br>Patrick Walsh<br>Heather Parsons<br>Board Ex-Officio:<br>Nora Crivello | Kevin Sved         | Caprice Young            | Noël Russell-Unterburger<br>Shun Dorsey<br>Tom Peraic        |

# Coversheet

## Beginning of Year School 2024-2025

**Section:** V. Topical  
**Item:** A. Beginning of Year School 2024-2025  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Beginning of Year 2024-25 Board Report.pdf



# Beginning of the Year 2024-25

*August 26, 2024*

# Agenda

## 1) Overall Report on 2023-24:

- Celebrations
- Progress on goals presented to the board in 2023 Naviwide + Schools

## 2) 2024-25 Priorities:

### ***#1 Priority: Supporting Multilingual Learners (WIG)***

#### ***Supporting priorities***

- (1) Acceleration for all
- (2) Leadership development and retention
- (3) Student Services growth
- (4) ELA and Science pilots

## 3) BOY Reports by School Site





# 1. 2023-24 Report: Celebrations

# 117 8th graders promoted to high school

Navigator Schools - Board Meeting - Agenda - Monday August 26, 2024 at 6:00 PM



# Navi was in over 50 different publications last year!

## Navigator Makes the News!

- The front page of The Mercury News
  - This was syndicated in 35 newspapers nationwide.
    - The Sacramento Bee
    - The Rock Hill Herald (Rock Hill, SC)
- HPS & Navigator featured in BenitoLink over the summer
- WPS' "A Walk Towards Mental Health Fair" on KSBW
- Dr. Young & a GPS scholar shared about Squads on KTVU
- WPS featured in the Santa Cruz Sentinel
- Our scholars' voices highlighted in CharterFolk article





# Navigators shared best practices as presenters at several industry events

- California Charter Schools Association
- Arizona State University
- National Alliance of Public Charter Schools
- Charter Schools Development Center



★ 9:15 AM - 10:00 AM MST / 8:15 AM - 9:00 AM Your local time (45 Min)

## Improving Student Outcomes through Investments in Educators

REC WATCH RECORDING

The best way to educate is through a well-prepared, team-based workforce that remains economically feasible. By allocating resources wisely, an instructor-to-student ratio as low as 15:1 is attainable. Join the team from [Navigator Schools](#) to hear how this can be achieved through investment in key components



**Gabriela Roldan**  
Principal  
Navigator Schools



**Melissa Alatorre Al...**  
Director of Talent  
Navigator Schools



**James Dent**  
Chief Academic Officer  
Navigator Schools

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# Navigator positively impacted schools across the western United States through our Navi Impact work

## 2023-24 grant funded Navi Impact partnerships:

- Downtown College Prep - San Jose, CA
- College Prep Middle School - Spring Valley, CA
- TEAM Charter - Stockton, CA
- Sol Aureus - Sacramento, CA
- Sycamore Valley Charter School - Visalia, CA
- Woodlake Unified School District - Woodlake, CA
- Sherman Thomas Charter School - Madera, CA
- Catalyst Public Schools - Seattle, WA
- Kiddinu Academy - El Cajon, CA
- Tehama E-Learning Academy - Red Bluff, CA
- Los Angeles Leadership Academy - Los Angeles, CA
- Clovis Global Academy - Clovis, CA



[Partnership Testimonial Video](#)

## 2024-25 Navi Impact paid partnerships:

1. AMPS (6 schools) - Richmond, CA & Oakland, CA
2. TEAM Charter (2 schools) - Stockton, CA
3. Clovis Global Academy (1 school) - Clovis, CA



# We launched Valor Circles for Scholars



Students shared they felt closer to the classmates, and teachers felt closer to their students.

# 200 Hayward Collegiate Scholars went on their first field trips!



# HPS' 6th Grade cohort up by 34 percentile points in Math! 32% to 66%!



*\*Preliminary 2023-24 SBAC Results*

# GPS' 6th Grade cohort up by 8 percentile points in SBAC Math! 42% to 50%!

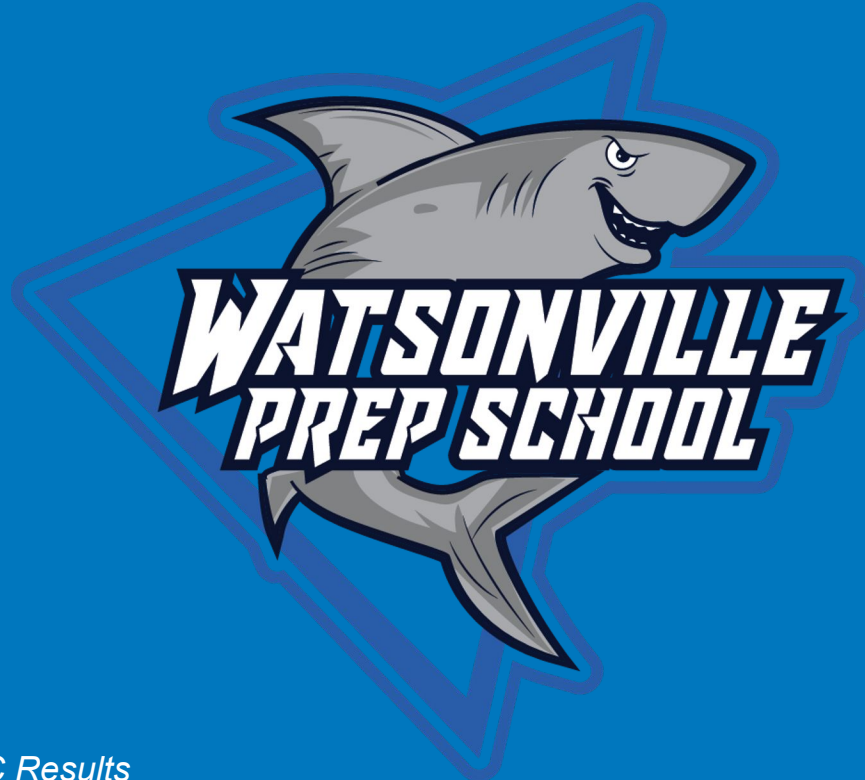
Navigator Schools - Board Meeting - Agenda - Monday August 26, 2024 at 6:00 PM



*\*Preliminary 2023-24 SBAC Results*

# WPS' 5th Grade cohort up in STEM by 7 percentile points! 33% to 40%!

Navigator Schools - Board Meeting - Agenda - Monday August 26, 2024 at 6:00 PM



*\*Preliminary 2023-24 SBAC Results*

**At HC, the number of students scoring a 1 (lowest) on the SBAC in Math went down from 20 percentile points to 13 percentile points!**



**HAYWARD**  
**COLLEGIATE**

*\*Preliminary 2023-24 SBAC Results*



# HPS' 7th Grade cohort up by 16 percentile points in ELA! 61% to 77%!



*\*Preliminary 2023-24 SBAC Results*

# HC has the highest network Science Scores at 52% proficient!

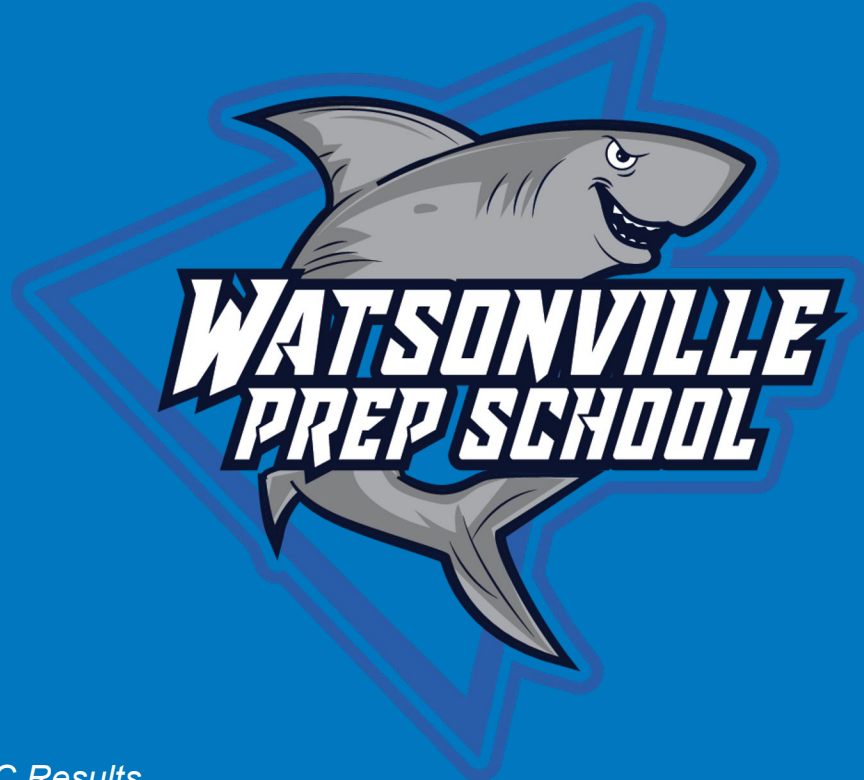


**HAYWARD**  
**COLLEGIATE**

*\*Preliminary 2023-24 SBAC Results*

Navigator Schools - Board Meeting - Agenda - Monday August 26, 2024 at 6:00 PM

# WPS' 6th Grade cohort up in STEM by 21 percentile points! 28% to 49%!



*\*Preliminary 2023-24 SBAC Results*

Navigator Schools - Board Meeting - Agenda - Monday August 26, 2024 at 6:00 PM

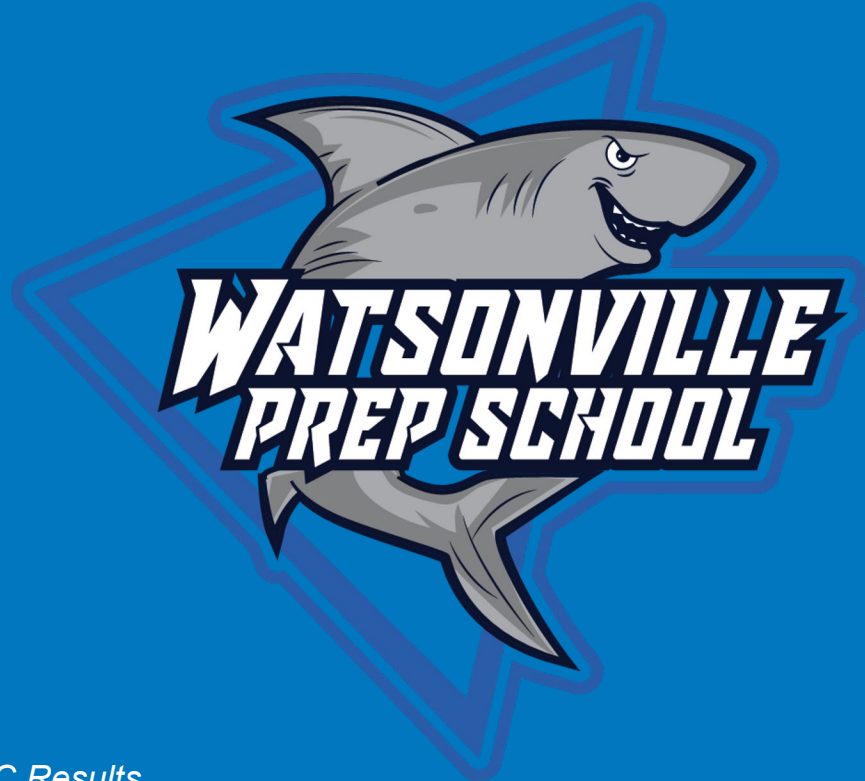
# GPS' 8th Grade cohort up by 21 percentile points in SBAC Math. 46% to 67%!



*\*Preliminary 2023-24 SBAC Results*

# WPS' 6th Grade cohort up in ELA by 13 percentile points! 45% to 58%!

Navigator Schools - Board Meeting - Agenda - Monday August 26, 2024 at 6:00 PM



*\*Preliminary 2023-24 SBAC Results*

# Navi staff retention rates remain strong!



90.5%



# WPS joined a sports league!



# Chronic Absenteeism is down!



Goal: Decrease our chronic absenteeism.

| GPS            | HPS            | HC             | WPS            |
|----------------|----------------|----------------|----------------|
| CA 22-23 24.2% | CA 22-23 21.2% | CA 22-23 10.9% | CA 22-23 24.8% |
| CA 23-24 9.8%  | CA 23-24 9.6%  | CA 23-24 9.8%  | CA 23-24 19.1% |





# HPS Graduates - First group of Seniors!





# 2023-24 Report: Progress on Goals

# In August 2023, we established three goals.

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





# Goal 1: Strong Data-Driven Instruction (DDI) Resulting in a Ten Percentage-Point Increase by Site

# We've had mixed results in SBAC math growth and we continue to outperform the 2022-23 state results.

## Percent of students proficient or advanced in CA SBAC Math

|       | 2018-19 | 2022-23 | 2023-24           | 2022-23- 2023-24 Change |
|-------|---------|---------|-------------------|-------------------------|
| State | 34%     | 32%     | Not yet available | Not yet available       |
| GPS   | 69%     | 50%     | 55%               | +5%                     |
| HC    | N/A     | 65%     | 57%               | -7%                     |
| HPS   | 72%     | 52%     | 53%               | +1%                     |
| WPS   | N/A     | 34%     | 41%               | +7%                     |

*\*All 2023-24 results are preliminary*

# We've had mixed results in SBAC ELA growth and we continue to outperform the 2022-23 state results.

## Percent of students proficient or advanced in CA SBAC ELA

|       | 2018-19 | 2022-23 | 2023-24           | 2022-23- 2023-24<br>Change |
|-------|---------|---------|-------------------|----------------------------|
| State | 45%     | 43%     | Not yet available | Not yet available          |
| GPS   | 81%     | 68%     | 63%               | -5%                        |
| HC    | N/A     | 68%     | 63%               | -5%                        |
| HPS   | 87%     | 68%     | 68%               | 0%                         |
| WPS   | N/A     | 38%     | 48%               | +10%                       |

*\*All 2023-24 results are preliminary*

# We have our baseline California Science Test (CAST) scores for HC and WPS. HPS showed growth and GPS stayed the same.

## Percent of students proficient or advanced in CA CAST Science

|       | 2018-19 | 2022-23 | 2023-24           | 2022-23- 2023-24<br>Change |
|-------|---------|---------|-------------------|----------------------------|
| State | 30%     | 30%     | Not yet available | Not yet available          |
| GPS   | 55%     | 41%     | 41%               | 0%                         |
| HC    | N/A     | N/A     | 52%               | N/A                        |
| HPS   | 45%     | 40%     | 44%               | +4%                        |
| WPS   | N/A     | N/A     | 23%               | N/A                        |

*\*All 2023-24 results are preliminary* Powered by BoardOnTrack

# Key Takeaways: Overall Trends

## Overall trends:

- Navigator continues to outperform 2022-23 CA state and district averages
- Like the rest of the nation, Navigator is still recovering from the pandemic
- Our K and 1st students who received early lit instruction via distance learning were 3rd and 4th graders in 2023-24
- Trends reinforce taking a more proactive approach in 2024-25



# Key Takeaways: Next Steps

**Our goal remains to return to pre-pandemic proficiency! We are addressing these needs by:**

- ***Acceleration for All*** during the school day in order to decrease our Tier 2 and 3 students... and increase Tier 1
- **Math:** Integrate DDI practices learned from Instruction Partners
- **ELA:** English Language Development (ELD) + piloting curriculum for '25-26 school year
- **Science:** Pilot K-5 science curriculum, daily block in all schedules
- **Network level support roles:** TOSAs: ELA and STEM, Coordinators: ML, Curriculum, Intervention



# Goal 2: Academic intervention for all students performing below grade level in math and reading

## 2. Academic intervention for all students performing below grade level in math and reading

### Key implementations:

Piloted high dosage reading tutoring programs

- Data on Ignite growth

During and after school intervention in math and reading:

- Tier 3 during school day support was successful, attendance was a challenge, especially for MS

Intervention coordinator:

- Provided consistent intervention training

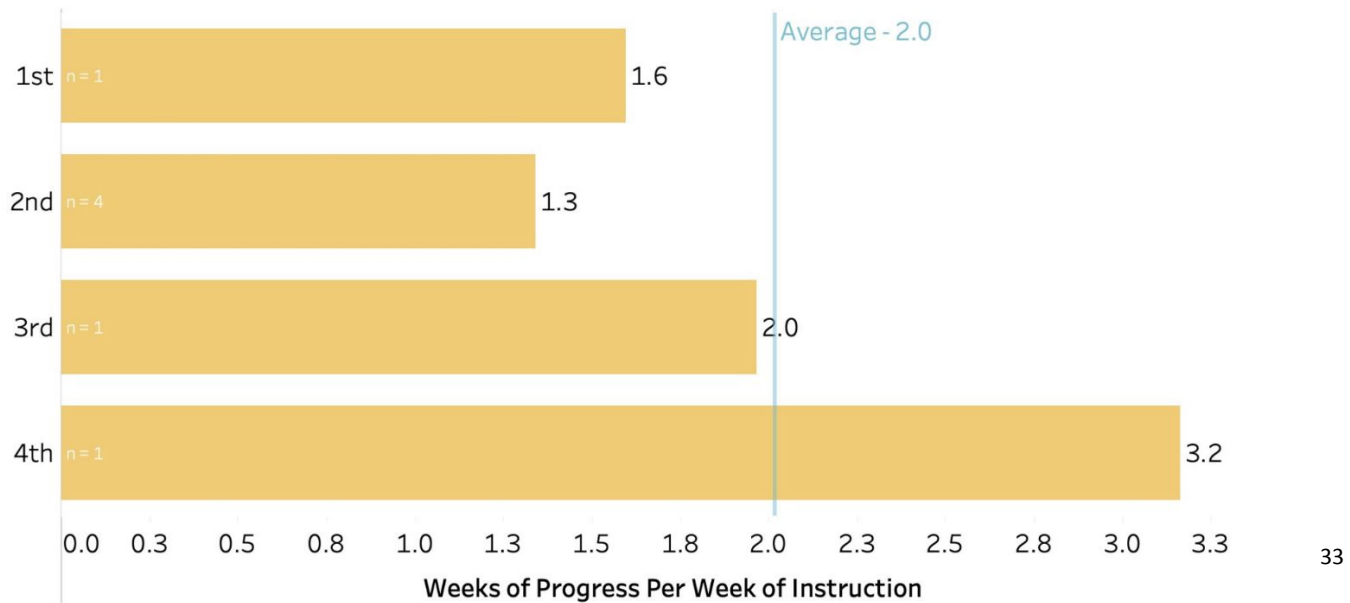
### What we learned:

- Getting students after school (especially middle school) was a challenge → 2024-25 *Acceleration for All* block during the school day
- High dosage tutoring shows promising growth → prioritize funding for 2024-25 to support Tier 3 early literacy



# Ignite tutoring makes a 2x difference

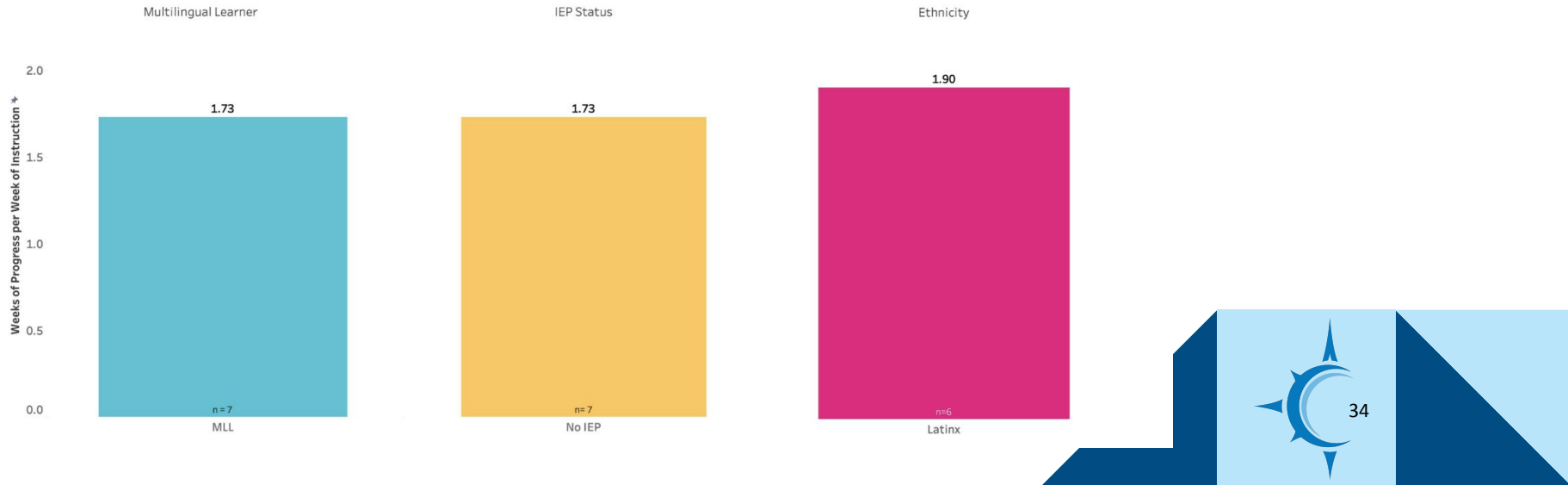
Students at Hayward Collegiate are making an average of **2.0x** weeks of progress per week of instruction. We are more than **doubling student reading foundational skills growth** through participation in Ignite Reading.



# Ignite results were strong across all student subgroups

## Transformative Outcomes for ALL Students!

Across demographics of students served, all students are achieving. There are **no significant achievement gaps for any student subgroups in terms of average weeks of progress per week of instruction in the program**. All students are making accelerated progress and conquering new skills in order to become fluent readers.





# Goal 3: Strong student culture through Valor Circle implementation/Second Step SEL program

# 3. Strong student culture through circle implementation/Second Step SEL program

## Key Implementations:

### Valor Student Circles:

- 100% launch of Valor student and staff circles, which included students sharing badgework

### SEL survey implementation, analysis, and action step planning:

- Weekly SEL surveys were administered and analyzed as a team at weekly MTSS meetings, follow-up supports were provided for students who were flagged as needing support

## What we learned:

- Valor student circle implementation was a success and at the same time we still need to time for designated SEL (in 24-25 schedule)
- Increased need for school psychologist and counselors (increased positions)





## 2. 2024-25 Org-Wide Priorities





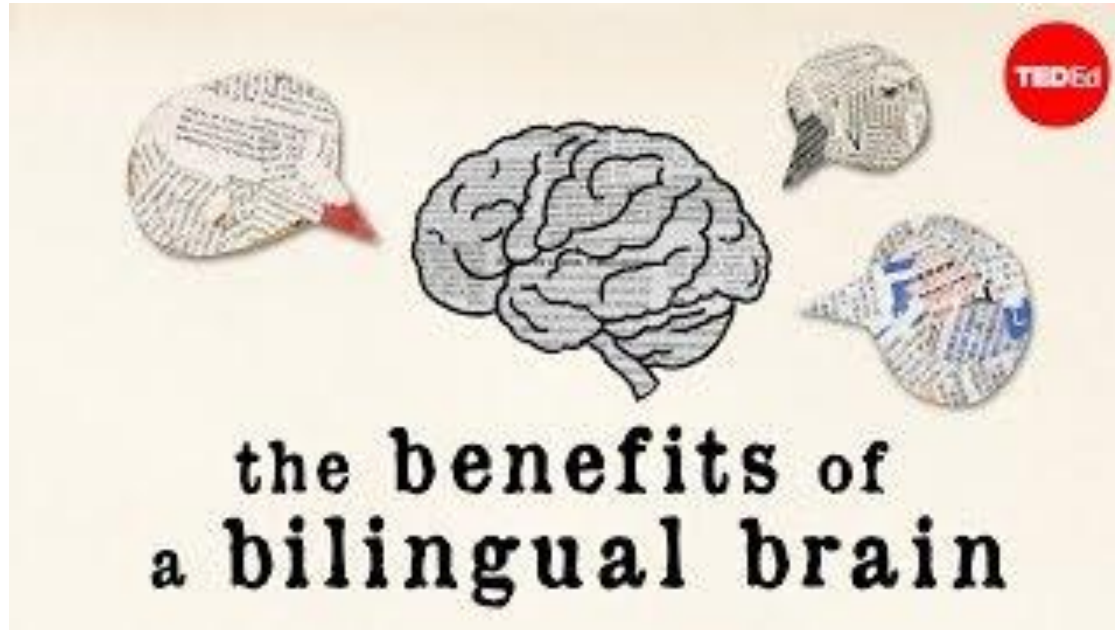
# #1 Priority

# Navi Network-Wide WIG: Supporting Multilingual Learners



“A rising tide lifts all boats”

# Being a Multilingual Learner carries many benefits



What are the benefits of learning more than one language?

What does this make you think about as we launch our org-wide WIG?



# 1/4-1/2 of our Navigator students are Multilingual Learners (MLs)

Students designated as “English Learners” by school site\*

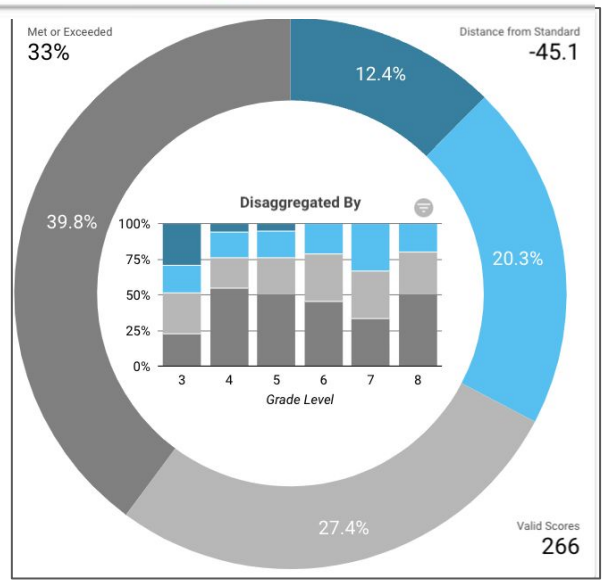
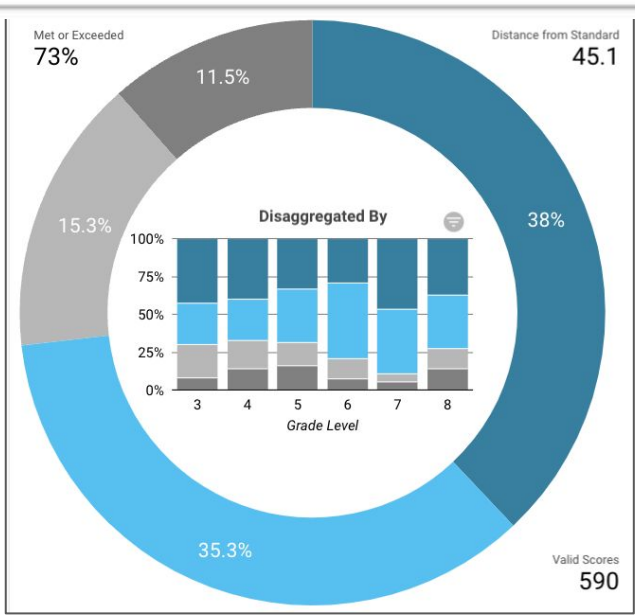
|                    |     |
|--------------------|-----|
| Gilroy Prep        | 26% |
| Hayward Collegiate | 27% |
| Hollister Prep     | 27% |
| Watsonville Prep   | 56% |

Total students= 530

\*Note: Based on home language survey results. Data does not include RFEP students

# NS Org-Wide ELA SBAC Results

● Standard Not Met  
 ● Standard Nearly Met  
 ● Standard Met  
 ● Standard Exceeded



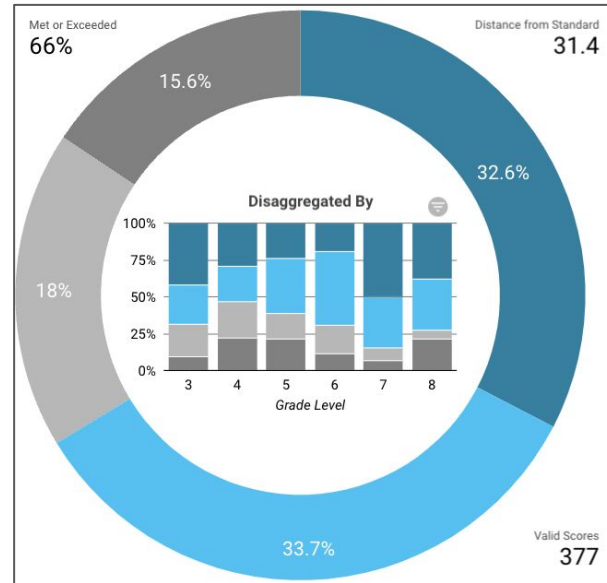
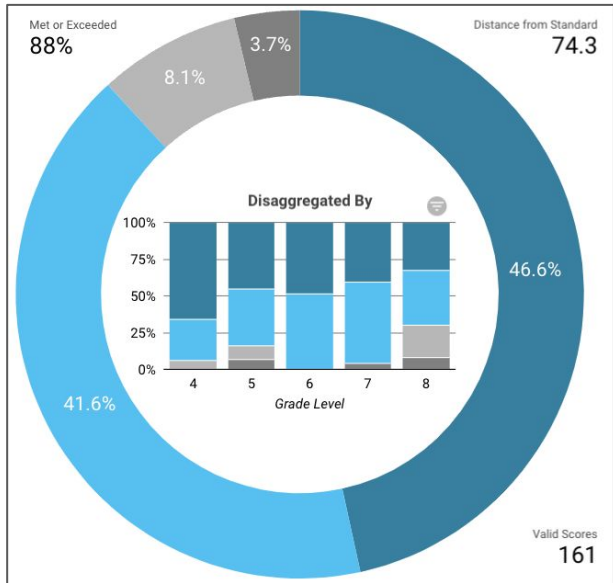
English Only (EO) and Reclassified (RFEP) Students

English Learners (ELs)

# Our RFEP students outperform our EO students in ELA!

## NS Org-Wide ELA SBAC Results

Standard Not Met
  Standard Nearly Met
  Standard Met
  Standard Exceeded

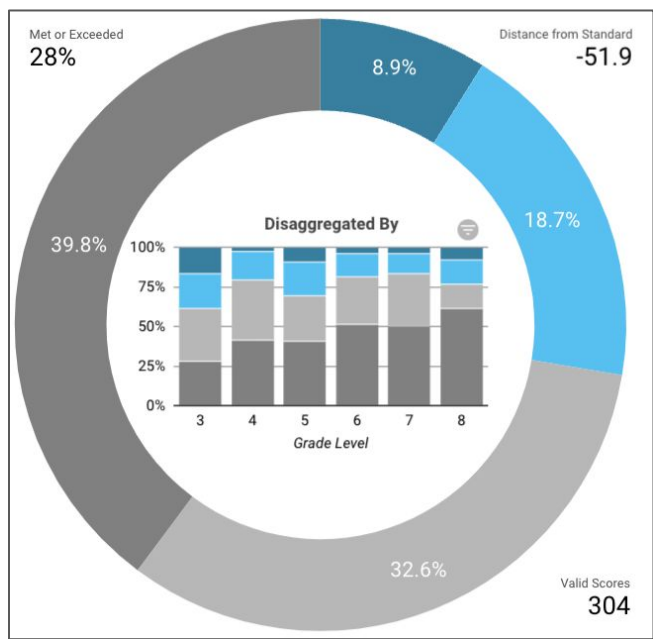
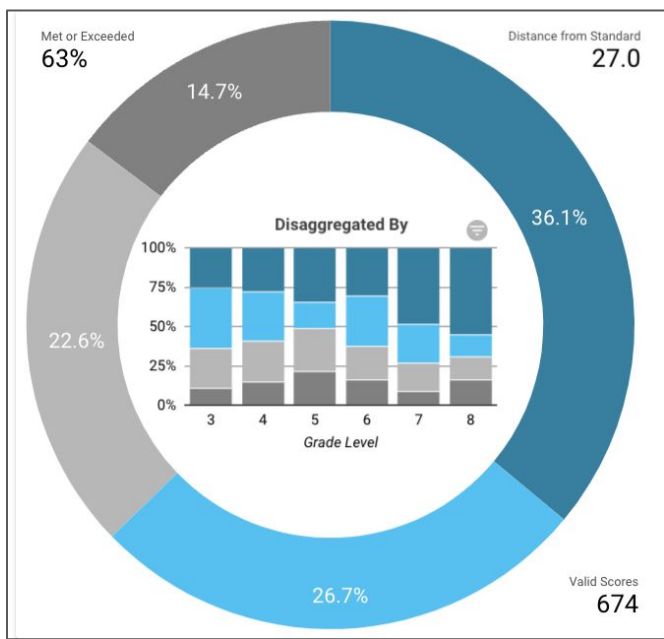


RFEP Students

English Only  
Powered by BoardOnTrack

# NS Org-Wide Math SBAC Results

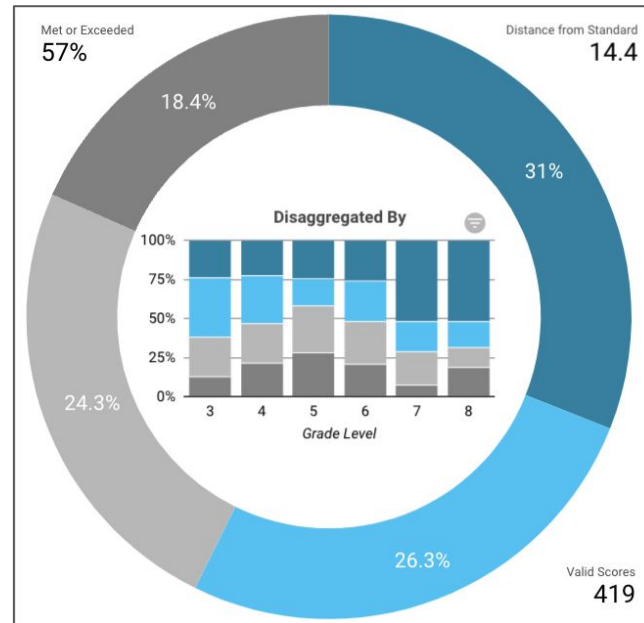
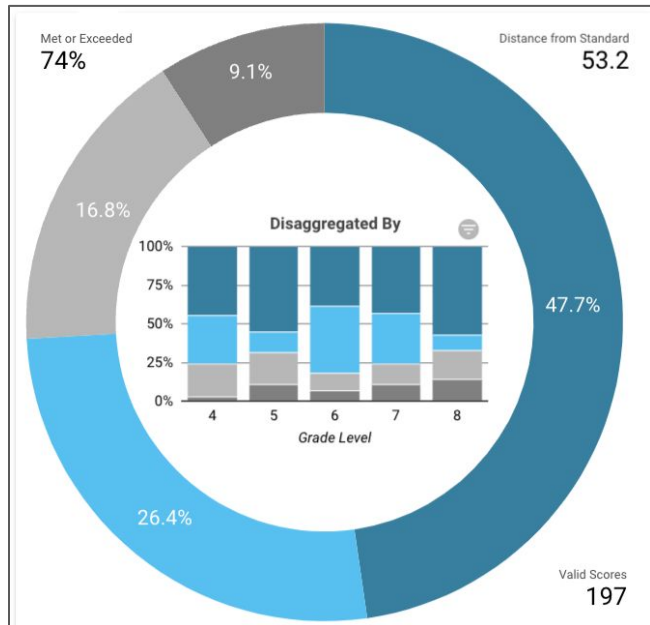
Standard Not Met
  Standard Nearly Met
  Standard Met
  Standard Exceeded



# Our RFEP students outperform our EO students in math!

## NS Org-Wide ELA SBAC Results

Standard Not Met
  Standard Nearly Met
  Standard Met
  Standard Exceeded



RFEP Students

English Only  
Powered by BoardOnTrack

# We have made ML progress our 2024-25 Wildly Important Goal (WIG)

## Multilingual Learners: Org-Wide WIG

Why: Disaggregated results on SBAC, ELPAC, STAR, and the CA Dashboard all show a gap in our English Learner Progress

What (WIG): All ML students classified as “English Learners” will grow one level on the ELPAC or maintain a Level Four in order achieve RFEP status and get to Blue on the CA Dashboard.

How (Lead Measures):

- Designated ELD - English 3D
- Integrated ELD - Structured Student Talk
- Frequent formative assessment and data analysis
- Strong and focused coaching support
- Honor and celebrating learning multiple languages- (eg Duolingo Club for staff and students!)







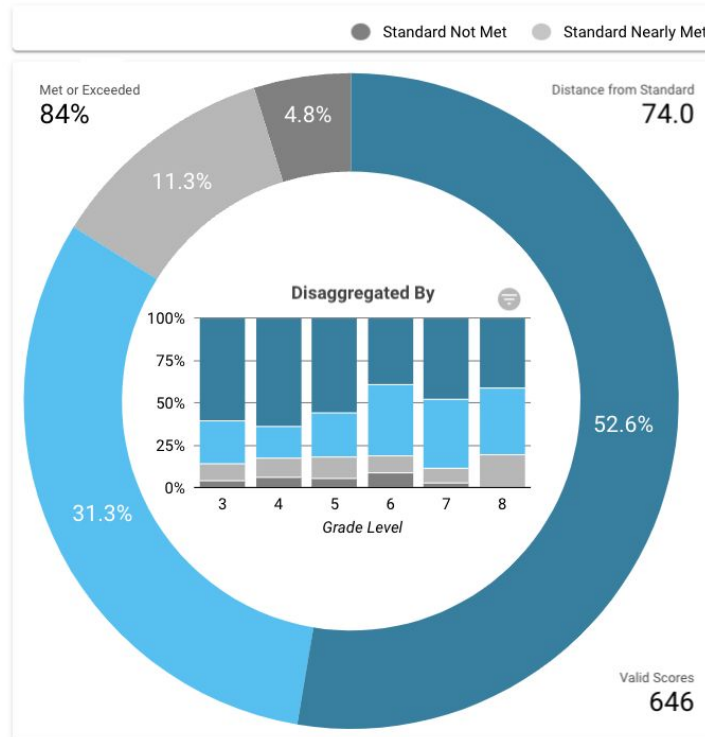
# Acceleration for ALL



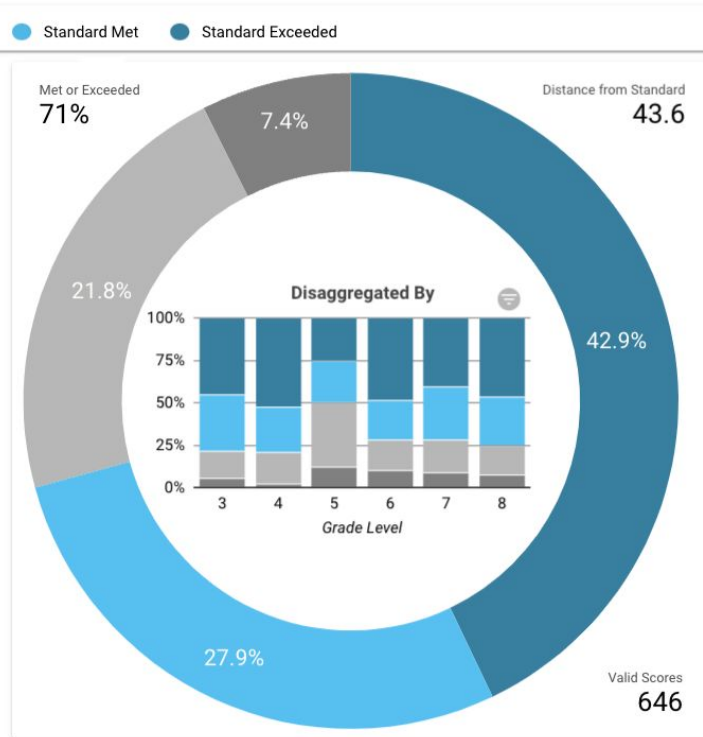
“A rising tide lifts all boats”

# Pre-pandemic, the majority of our scholars were proficient or advanced

## Overall ELA Results



## Overall Math Results

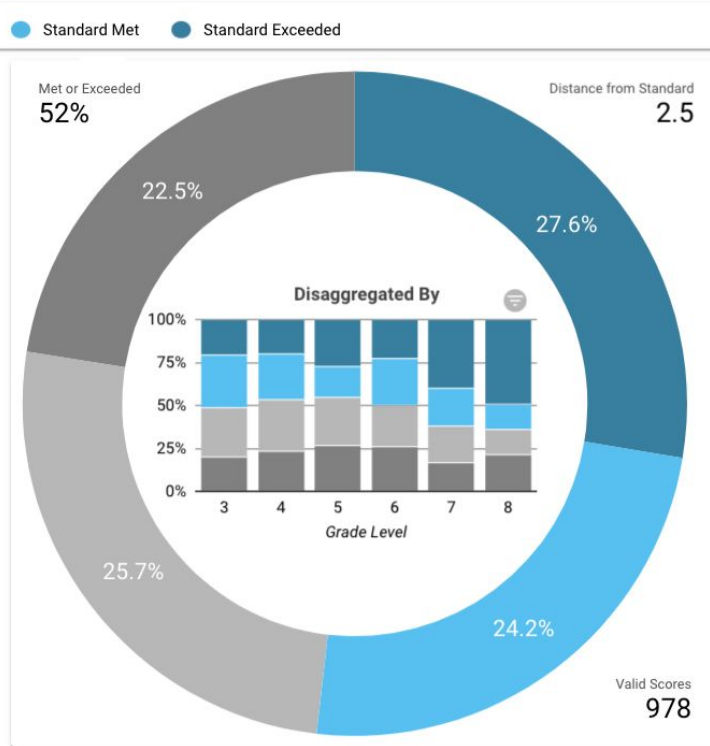
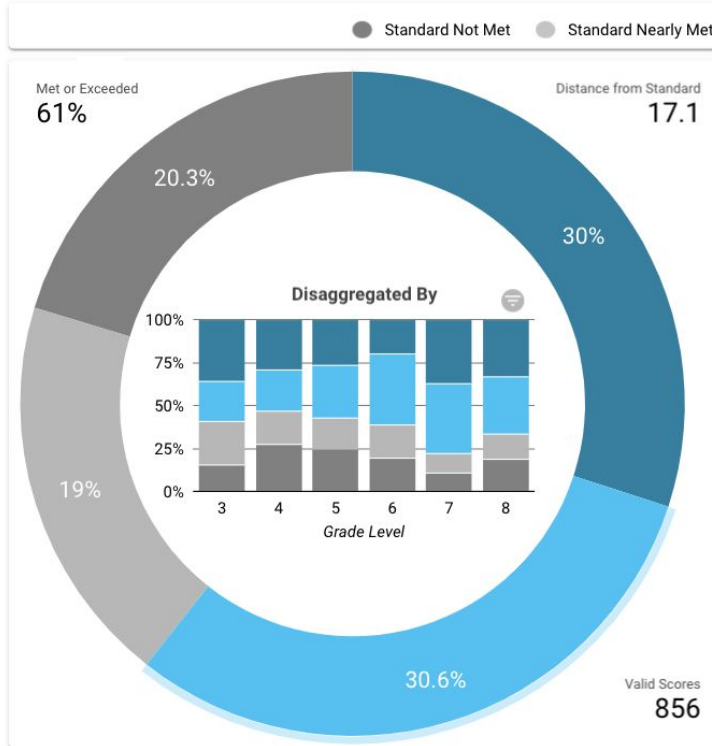


# Post-pandemic, we have more scholars not meeting proficiency in ELA and Math

## Overall ELA Results

## Overall Math Results

● Standard Not Met ● Standard Nearly Met ● Standard Met ● Standard Exceeded



# Acceleration for All will support academic growth for all students

Why: 2023-24 SBAC results show strong discrepancies between our 1s, 2s, 3s and 4s. We need a plan that supports ALL students in accelerating their academics in order to meet their full potential so that they can access “high school, college, and beyond.”

What: All schools will have a 30 minute “Acceleration for All” block within the school day. Students at all levels will receive the support needed to accelerate their learning.

How:

- All hands on deck from staff
- Frequent formative assessments, data analysis, and regrouping
- High quality programs for all levels
- Ignite reading tutoring
- Staff training on program implementation
- Coaching and support from leadership teams





# Building and Maintaining a Leadership Pipeline Through Core 3 Implementation

# Our Core 3 coaching model is the foundation for all academic coaching and professional development

CULTURE

# CORE 3

RIGOR

DATA

COACHING



# We will continue to prioritize building and maintaining a strong leadership pipeline

**Why:** Navigator’s mission includes developing “top-tier teams of educators who continuously improve and innovate schools.” We invest heavily in our leadership teams, especially principals. When principals focus on the right Core 3 levers—Culture, Rigor, and Data—and lead through strong coaching they develop strong teachers who create students achieve phenomenal outcomes. As a growing organization it is crucial to ensure that our current schools have strong educational leadership teams that cultivate the growth of potential leaders.

The way a coach spends their time has a great impact on student achievement.

**What:** Coach our current leaders from good to great on our Core 3 (Culture, Rigor Data), while creating opportunities for our junior leaders to develop their leadership skills.

**How:**

1. Coach to the Core 3 practices
  - a. Data - include weekly data practices with instructors and leaders through coaching and weekly meetings.
  - b. Rigor- weekly coaching takes place that includes data and IP to ensure strong academic rigor. Coaches will review lessons and data prior to observation to best serve the coachee and students. LT team and DOS will walk through and live coach.
  - c. Culture- ensure teachers are using PBIS to set the stage for high expectations and a joyful learning environment.
2. Learn from Accelerate Institute’s leader development program





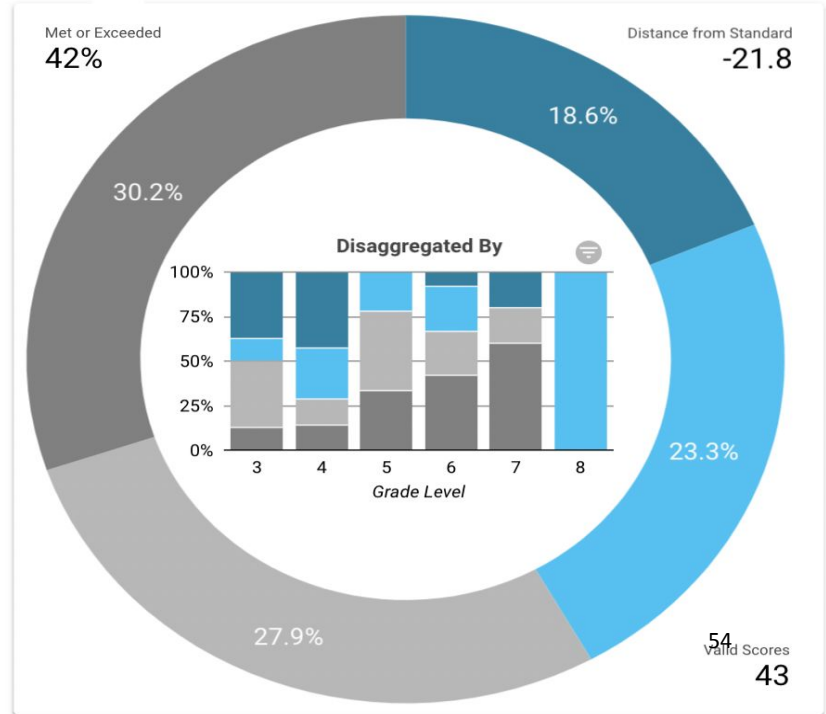
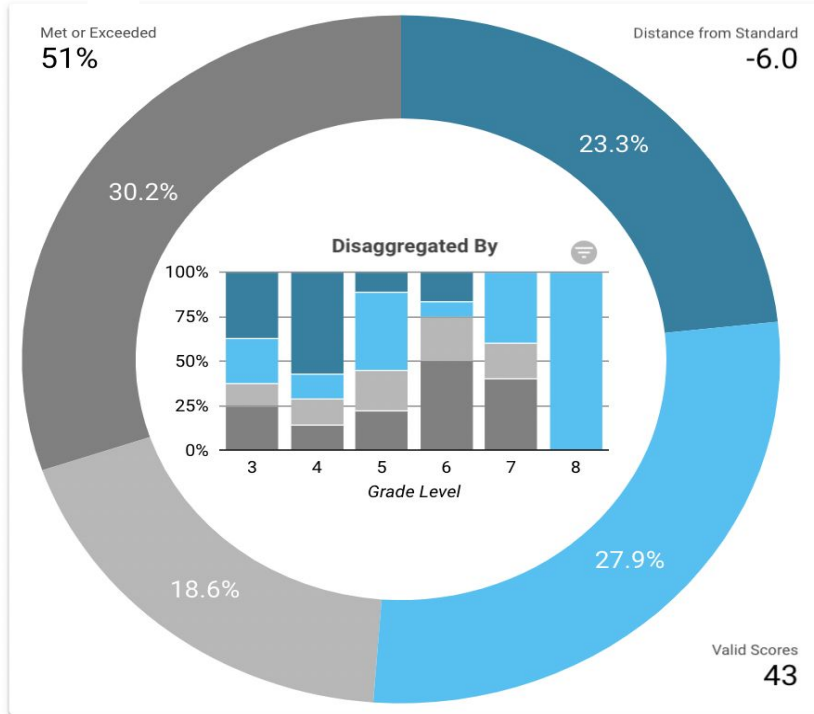
# Student Service Success



### Overall ELA Results

### Overall Math Results

● Standard Not Met   ● Standard Nearly Met   ● Standard Met   ● Standard Exceeded

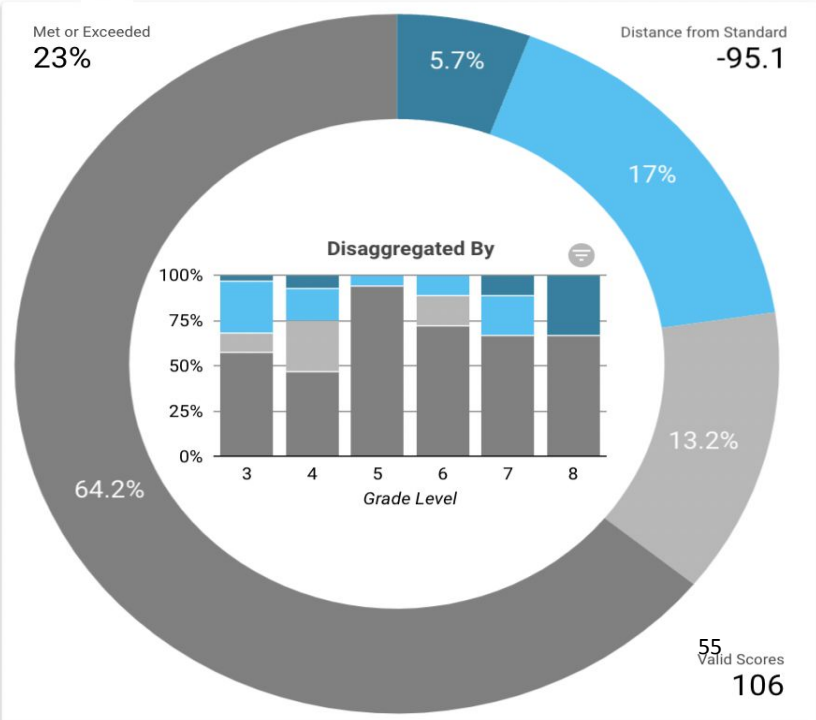
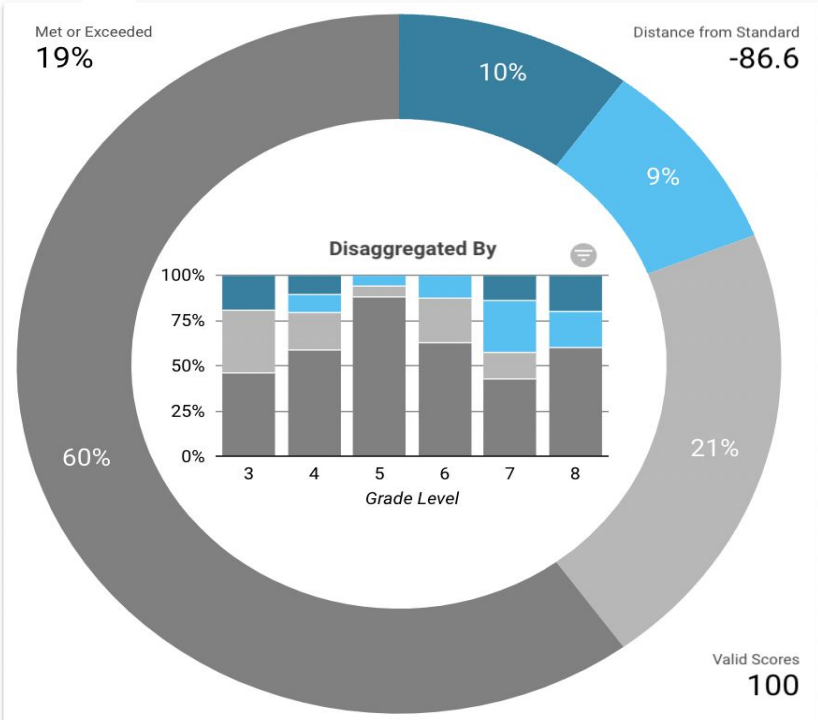


# The gap in proficiency has decreased for students with IEPs post-pandemic (2023-24) while the number of students with IEPs has more than doubled.

## Overall ELA Results

## Overall Math Results

● Standard Not Met ● Standard Nearly Met ● Standard Met ● Standard Exceeded



# Student Services 2024-25 goal: Increase 1 level of proficiency on ELA and Math SBAC

**Why:** Every student by name and need. Neurodiverse students were increasing and maintaining higher proficiency levels pre-pandemic. Student population needs have changed and grown 2.5 times since 2019.

**What:** Students will increase 1 level of proficiency on SBAC in both ELA and Math

**How:** Targeted interventions to close learning gaps, increased staff training, data tracking, targeted coaching, and schedule adjustments to support specialization of staff skills.





# ELA and Science Curriculum Pilots

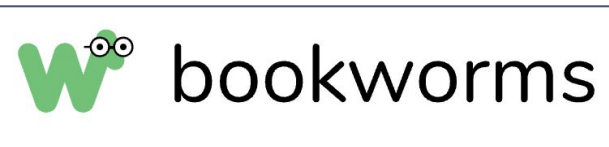
# ½ of Navigator ELA classrooms will be piloting Bookworms (K-5) and Amplify CKLA (6-8)

**Why:** Every student deserves access to high-quality curriculum (comprehensive, designed in alignment with current reading research). We have not yet recovered from pandemic gaps and need a Tier 1 solution that is vetted and replicable.

**What:** This year, 16 ELA classrooms across the network will pilot new ELA curricula in order to test them out, decide upon best curricula, and plan for network-wide implementation in the 2025-2026 school year.

**How:** In collaboration with Lit, ICAO and CC will oversee implementation incorporating professional development, strategic observation, and data analysis of surveys, outcomes, and anecdotal evidence of success.

**Support needed:** Aligned change management (messaging), operational support on sites includes organization of new materials and scheduling, budget allocation / fundraising for next year's full roll out



# 6 STEM classrooms across the network will be piloting Amplify Science and Open Sci Ed

**Why:** Access to hands-on, rigorous Science instruction is essential to providing a top tier, equitable education. We aim to improve student and teacher experience and outcomes through adoption of a vetted, NGSS aligned curriculum.

**What:** This year, we have added Science K-8 as a designated time block to ensure it's being taught (baseline). 6 teachers network wide will pilot 2 curricula to decide upon for implementation network-wide in 2025-26.

**How:** CC and STEM TOSA will oversee implementation incorporating professional development, strategic observation, and data analysis of surveys, outcomes, and anecdotal evidence of success.

**Support needed:** Aligned change management (messaging), operational support on sites includes organization of new materials and scheduling, budget allocation / fundraising for next year's full roll out

**Amplify.**





# 3. School Site Reports



# Gilroy Prep School

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# Introducing the 2024-25 GPS Leadership Team



**Missy Corral**  
Principal

Missy has been with Gilroy Prep since 2013. She has served as a 4th & 5th grade STEM teacher and Innovation Fellow for Navigator Schools.

She served as the Vice Principal of Academics and Intervention for 2 years and as GPS' principal since 2020.

**Shauna Schmidt**  
VP of TK-2

Ms. Schmidt has been with Gilroy Prep school since 2019. She started her journey at Navigator as a teacher in training. She then served as the Kindergarten STEM teacher at Gilroy Prep for 3 years and is now going into her third year as Vice Principal of K-2.



**Katie Peer**  
VP of 3-5

Ms. Peer has been with Navigator since 2015. She started as a teacher in training, then transitioned to a teacher role teaching 1st Humanities, 1st STEM, 4th STEM, and 5th STEM. She now serves as the instructional coach for Gilroy Prep School.

**Dan Whitlock**  
VP of 6-8

Mr. Whitlock has worked in education for 10 years teaching ELD, English Language Arts and Social Sciences. He has worked as an administrator for Middle School summer programs in Monterey County and will be continue with GPS as VP of 3-5 for the 2024-2025 school year.



# GPS Leadership Team



## Vivian Calderon Educational Specialist

Vivian has been with Gilroy Prep since 2019. She has served as a paraprofessional at the Elementary and Middle School levels at Navigator schools. She will continue as the Educational specialist this 2425 school year.

## Robin Raffetto Full Inclusion Coach

Robin started as a paraprofessional (now known as a full inclusion instructor) in 2019. She worked with Kinder-8th grade. In 2023, she moved into the full inclusion coach position, where she continues today.



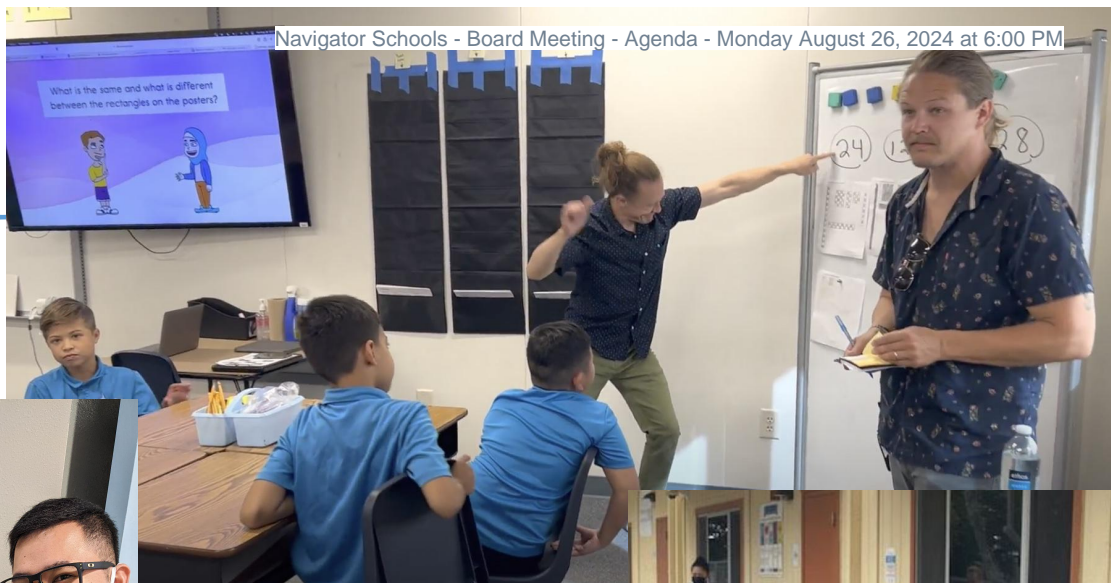
## Jessica Aparicio Small Group Instructor/Coach

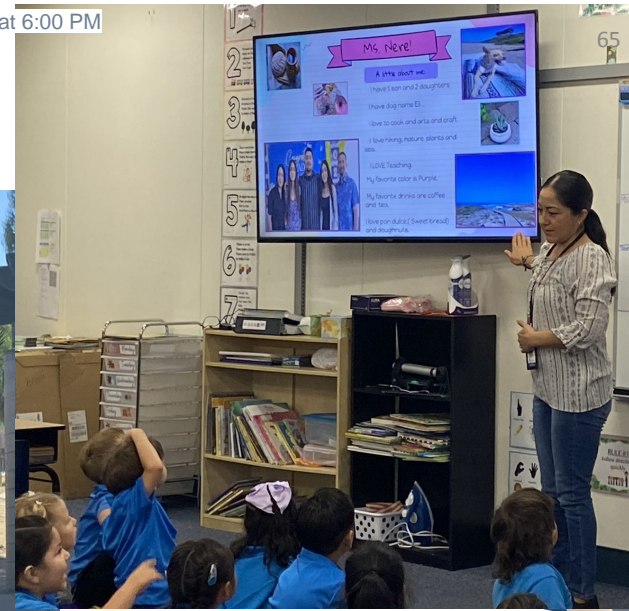
Jessica

## Ada Perales Site Operations Manager

Ada is a founding parent and employee of Gilroy Prep which opened in 2011. She has served as an SGI for multiple grades, an instructional coach for SGIs and TNTs. Since October of 2022, she has served as the site operations manager.







# GPS Updates

- Had two GPS alumnis join Navi 101 - one as an aspiring educator and one as a co-presenter!
- Band program is expanding to 5th grade and will be offered 4 days a week for 5th-8th graders
- Full time counselor on site 5 days a week!
- 48 TK students and families join our GPS community!



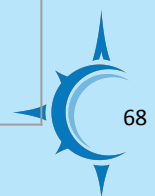
| Grade | Hispanic/Latino | American Indian or Alaska Native | Asian | Black or African American | Native Hawaiian or Other Pacific Islander | White | Two or More | Total - 586/588 |
|-------|-----------------|----------------------------------|-------|---------------------------|---|-------|-------------|-----------------|
| TK    | 32              |                                  | 8     |                           |   | 4     | 3           | 47              |
| K     | 44              | 1                                | 7     |                           |   | 6     | 2           | 60              |
| 1     | 40              |                                  | 5     |                           | 1   | 9     | 5           | 60              |
| 2     | 30              | 1                                | 11    | 2                         |   | 12    | 3           | 59              |
| 3     | 41              |                                  | 9     |                           |   | 8     | 2           | 60              |
| 4     | 43              |                                  | 10    | 1                         | 1   | 5     | 1           |                 |
| 5     | 39              |                                  | 12    |                           |   | 9     |             | 60              |
| 6     | 36              |                                  | 7     | 2                         | 1   |       | 2           | 60              |
| 7     | 41              |                                  | 11    | 1                         | 1   | 5     | 1           | 60              |
| 8     | 36              | 1                                | 10    | 1                         | 1   | 9     | 1           | 59              |

Enrollment and Demographics:

GPS serves a total of 588 scholars with diverse racial and ethnic backgrounds, with the majority identifying as Hispanic/Latino

# GPS Staffing

|                     |   |
|---------------------|---|
| Total Staff         | 90  |
| Positions Filled    | 83 (92%)  |
| Positions Open      | 7 (7.8%)  |
| Returning Staff     | 81  |
| New Staff           | 9   |
| Internal Promotions | <p>5 (5.6%)</p> <ul style="list-style-type: none"> <li>• Nancy Salazar - Vice Principal to WPS Principal</li> <li>• Katie Peer - Instructional Coach to Vice Principal</li> <li>• Daniel Hoppner - TnT to Teacher</li> <li>• Jillian Thorbahn - Intervention Paraprofessional to SGI</li> <li>• Celeste Martinez - Teacher to ELA TOSA</li> </ul> |



# GPS Facilities

- 100 space parking lot completed on August 17th!
- 4 portables added for TK and Kindergarten - Move in date expected to be August 30th
  - Temporary classrooms will be in use until completion
- 1 portable added for office space and a student changing room
  - Completion date is TBD due to making the classrooms a priority
- Playground is scheduled to be completed in November 2024







# Hayward Collegiate

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## Introducing the 2024-25 Hayward Collegiate (HC) Leadership Team



Kamille Geneva as Interim Principal

Xia Calimee as Interim Instructional Coach





# HC Updates

## **2024-2025 Academic Year now serving TK - 6**

- 6th Grade Middle School added this academic year.



Enrollment and Demographics:

Hayward Collegiate serves a total of 245 scholars with diverse racial and ethnic backgrounds, with the majority identifying as Hispanic/Latino

| Grade | Hispanic/Latino | American Indian or Alaska Native | Asian | Black or African American | Native Hawaiian or Other Pacific Islander | White | Two or More | Other/undefined | Total - 245 |
|-------|-----------------|----------------------------------|-------|---------------------------|---|-------|-------------|-----------------|-------------|
| TK    | 9               |                                  | 9     | 1                         | 1   |       | 21          |                 |             |
| K     | 15              | 7                                | 2     | 2                         | 1   |       | 4           |                 | 29          |
| 1     | 18              |                                  | 6     |                           |   |       | 3           | 1               | 28          |
| 2     | 23              |                                  | 4     | 2                         |   |       |             |                 | 29          |
| 3     | 20              |                                  | 2     | 2                         | 2   | 1     | 4           |                 | 31          |
| 4     | 22              |                                  | 5     | 1                         |   |       | 2           |                 | 30          |
| 5     | 32              |                                  | 6     | 6                         | 3   | 1     | 4           | 1               | 53          |
| 6     | 20              |                                  | 1     | 1                         | 1   |       | 1           |                 | 24          |

|                     |  |
|---------------------|--|
| Total Staff         | 35   |
| Positions Filled    | 32 (91.4%)   |
| Positions Open      | 3 (8.6%)   |
| Returning Staff     | 29   |
| New Staff           | 6  |
| Internal Promotions | <p>7 (17.1%)</p> <ul style="list-style-type: none"><li>• Quincy Lucero Long - Principal to Curriculum Coordinator</li><li>• Kamille Geneva - Vice Principal to Interim Principal</li><li>• Xia Calimee - Lead SGI to Interim Instructional Coach</li><li>• Heide Mae Linsao - TnT to Teacher</li><li>• Araceli Hurtado - After School Group Leader to SGI</li><li>• Yesenia Salceda - After School Group Leader to SGI</li><li>• Jonathan Lopez - After School Group Leader to SGI</li></ul> |

# HC Staffing



# HC Facilities

- Portables are installed
  - Received the final building permit from the city
    - Portables expected to be ready by 9/6/24
  - Temporary classrooms have been located
- PG&E will complete electrical work in October 2024
  - Until then we have secured a battery pack that will provide energy
- A playground is needed
  - The front playground was replaced with the portables
  - The back playground was unsafe and has been removed





# Hollister Prep School

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## Introducing the 2024-25 Hollister Prep School (HPS) Leadership Team



Returning. . .

Norma Knox - Principal

Nick Bakich - K-2 VP

Alexa Salazar 3-5 VP

Kao Seng Yang 6-8 VP

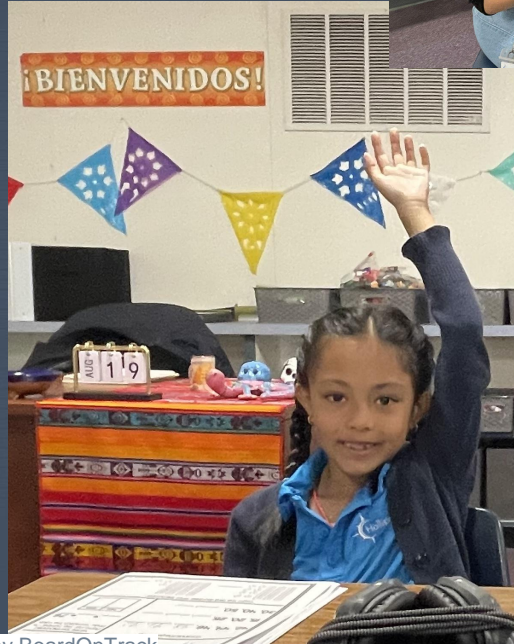
Haley Mallobox - Education Specialist

Ashley Vasquez - FII Coach

Chris Branon - SOM

Welcoming. . .

Roland Guerrero Instructional Coach



| Grade | Hispanic/Latino | American Indian or Alaska Native | Asian | Black or African American | Native Hawaiian or Other Pacific Islander | White | Two or More | Total - 529/540 |
|-------|-----------------|----------------------------------|-------|---------------------------|---|-------|-------------|-----------------|
| K     | 47              |                                  | 2     |                           |   | 9     | 1           | 59              |
| 1     | 48              |                                  |       | 1                         |   | 8     | 2           | 59              |
| 2     | 50              |                                  | 3     | 1                         |   | 6     |             | 60              |
| 3     | 54              |                                  | 2     |                           |   | 3     |             | 59              |
| 4     | 52              |                                  | 3     |                           |   | 3     |             | 58              |
| 5     | 54              |                                  |       |                           |   | 4     |             | 58              |
| 6     | 48              |                                  | 6     | 1                         |   | 4     |             | 59              |
| 7     | 54              |                                  | 1     |                           |   | 4     |             | 59              |
| 8     | 52              |                                  | 1     |                           |   | 3     | 2           | 58              |

Enrollment and Demographics:

HPS serves a total of 540 scholars with the majority identifying as Hispanic/Latino

# HPS Staffing

|                     |  |
|---------------------|--|
| Total Staff         | 85   |
| Positions Filled    | 83 (97.6%)   |
| Positions Open      | 2 (2.4%)   |
| Returning Staff     | 77   |
| New Staff           | 8  |
| Internal Promotions | <p>5 (5.9%)</p> <ul style="list-style-type: none"> <li>● Roland Guerrero - Teacher to Instructional Coach</li> <li>● Blanca Silva Guzman - Community Schools Coordinator to Community Engagement Manager</li> <li>● Kylie Barajas - FII to Teacher</li> <li>● Sarah Meza - FII to Teacher</li> <li>● Shannen Menor - SGI to TnT</li> </ul> |



# HPS Facilities

Nothing to report at this time





# Watsonville Prep School

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# Introducing the 2024-25 WPS Leadership Team



## Nancy Salazar

Mrs. Salazar joined Navigator in 2016. She's a strong advocate for health and fitness, & also does personal training & teaches group exercise classes at Rovella's Athletic Club in Hollister. She has served as a P.E. Coach, TNT, 4th, & 8th grade STEM teacher & VP of Middle School. She now serves as Principal of Watsonville Prep School for the 2024-2025 school year.



## Kess Rule

Kess joined Navigator in 2020 as a Kindergarten SGI. She taught 1st grade ELA for three years and this past year was the 6th grade STEM teacher. This will be her first year serving as the TK-2 Vice Principal.



## Nina Lewis

Nina joined Navigator in 2017 as a 4th grade teacher and taught STEM for two years. She then became a founding 2nd grade teacher in 2019 when Watsonville Prep opened. She has also served as an Instructional Coach, and is currently serving her second year as Vice Principal of 3-5 grade. She enjoys spending time with her family and being outdoors.



## Ashlind Martinez

Ashlind joined Navigator in 2020 at Watsonville Prep School as a small group instructor. The next year, she transitioned into the Transitional Kindergarten Teacher. She then became the 5th grade Humanities teacher and most recently the 6th Humanities teacher. She has also been coaching Transitional Kindergarten for the past two school years. She enjoys playing any sport games or board games for fun.



## Kaitlyn Large

Kaitlyn joined Navigator in 2013 as a founding member of Hollister Prep School. In 2019, she helped open Watsonville Prep School. Kaitlyn has served in the following roles, SSS department, 1st grade SGI, 4th grade SGI, 6th grade SGI, Operations Lead for three years, and is beginning her second year as the Instructional Coach. She was born in Watsonville, and has grown up in this area her entire life. Kaitlyn is excited to continue to serve her community.

# Introducing the 2024-25 WPS Leadership Team



## Maria (Liz) Guerrero

Liz joined Navigator in 2022 at Watsonville Prep School as a yard duty. In 2023, she transitioned into the Tier 3 Para. In 2024, she became the Full Inclusion Coach. Liz was born in Chapala, Jalisco. She then moved to Watsonville in 1993. Liz enjoys walks with the family. Family to her is priority. Liz also enjoys social time.



## Stephanie Renteria

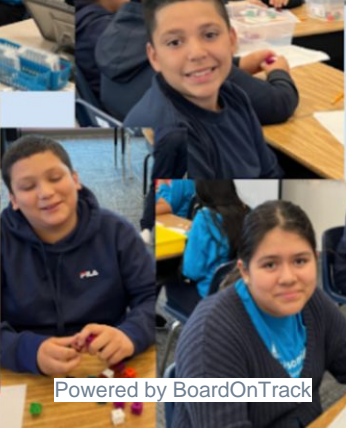
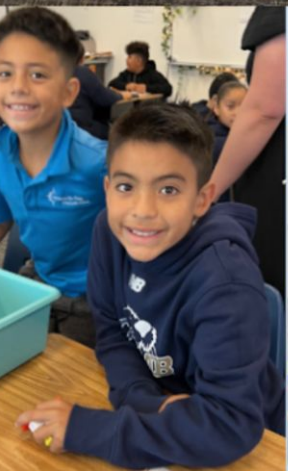
Stephanie joined Navigator in 2019 at Watsonville Prep School. She was a founding FII working in Kinder/1st/2nd grade. The following year she transitioned into the Educational Specialist Intern role. From then on she has been working in the Student Service Department as the Educational Specialist. She was born and raised in Watsonville. Stephanie enjoys family time and hitting the gym.



## Sonia Ladron De Guevara

Sonia joined Navigator in 2019. She started as Office Assistant. Seven months later she transitioned as the Office Manager. She is currently serving as the Site Operations Manager as of 2021. She's always looking to support. She was born in Guadalajara, Jalisco Mexico. Strongly believes in teamwork. I love enjoying time with my daughter, husband and family. Proud mom to have my daughter as a Navi Student.





# WPS Updates

## **2024-2025 Academic Year now serving TK - 7**

- 7th Grade Middle School added this academic year



**Enrollment  
and  
Demographics:**

WPS serves a total of 528 scholars with the majority identifying as Hispanic/Latino

| <b>Grade</b> | <b>Hispanic/<br/>Latino</b> | <b>Asian</b> | <b>White</b> | <b>Two or More</b> | <b>Total -<br/>493/528</b> |
|--------------|-----------------------------|--------------|--------------|--------------------|----------------------------|
| TK           | 28                          | 1            | 3            |                    | 32                         |
| K            | 57                          | 1            |              |                    | 58                         |
| 1            | 55                          | 1            | 1            | 1                  | 58                         |
| 2            | 56                          | 3            |              |                    | 59                         |
| 3            | 60                          |              |              |                    | 60                         |
| 4            | 57                          |              |              |                    | 57                         |
| 5            | 58                          | 1            |              |                    | 59                         |
| 6            | 50                          |              | 1            |                    | 51                         |
| 7            | 56                          | 2            |              | 1                  | 59                         |

|                     |  |
|---------------------|--|
| Total Staff         | 89   |
| Positions Filled    | 73 (82%)   |
| Positions Open      | 16 (18%)   |
| Returning Staff     | 73   |
| New Staff           | 16   |
| Internal Promotions | <p>7 (7.9%)</p> <ul style="list-style-type: none"> <li>● Andrea Hernandez - Principal to Director of Schools</li> <li>● Kess Rule - Teacher to Vice Principal</li> <li>● Ashlind Martinez - Teacher to Vice Principal</li> <li>● Renee Edwards - Teacher to STEM TOSA</li> <li>● Esmeralda Cardona Zepeda - TnT to Teacher</li> <li>● Alexia Santiago - SGI to Teacher</li> <li>● Patrick Carr - SGI to Teacher</li> </ul> |

# WPS Staffing



# WPS Facilities

- The Beach Street lease has been signed and began on Aug 1, 2024
- Once the material revision goes through in Sept 2024, we can begin tenant improvements
- It will serve as WPS's middle school
- It will also be the home to office space that is needed at WPS



# Thank You!



**Navigator Schools**

Charting a new course in education



# SBAC Results Appendices by School Site



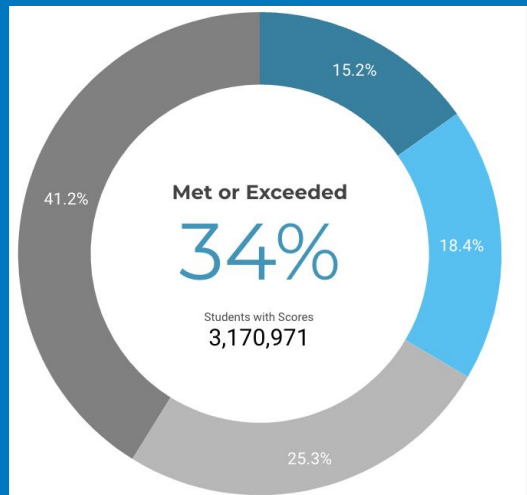
# By School SBAC Math: Pre-pandemic, 22-23, 23-24

*\*Note: These scores are embargoed and therefore unofficial until released by CDE*

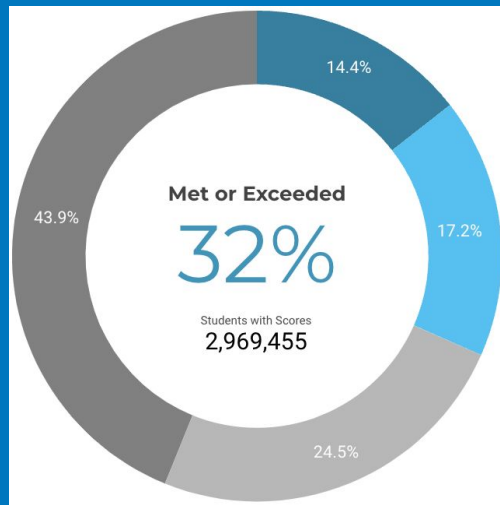


# California Math SBAC

● Standard Not Met   ● Standard Nearly Met   ● Standard Met   ● Standard Exceeded



2018-19: 34%

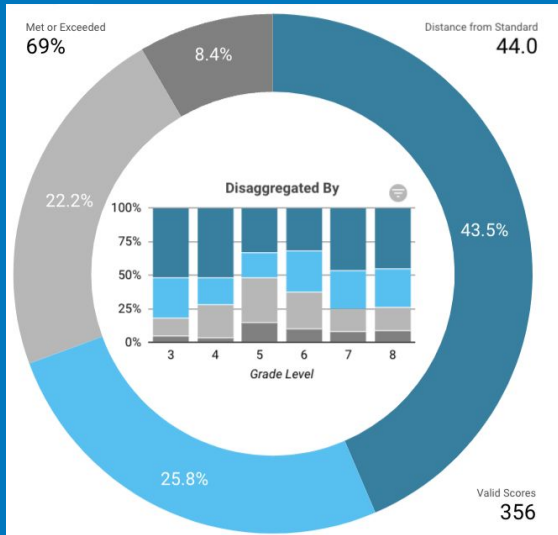


2022-23: 32%

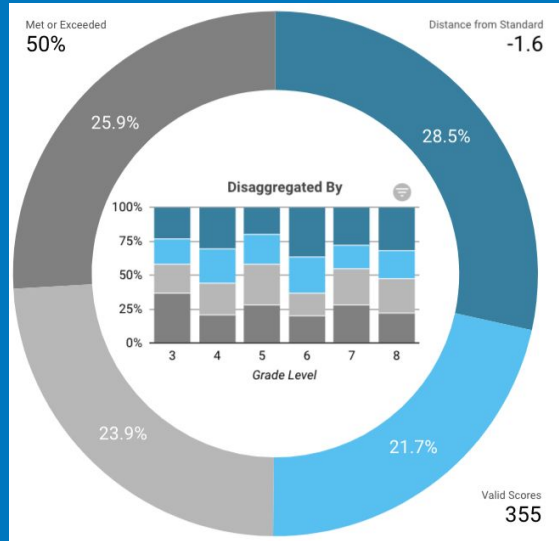
2023-24: TBD

# Gilroy Prep Math SBAC

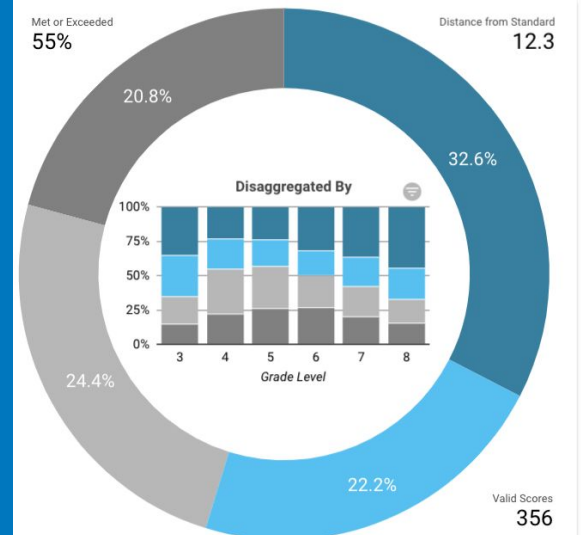
Standard Not Met
  Standard Nearly Met
  Standard Met
  Standard Exceeded



2018-19: 69%

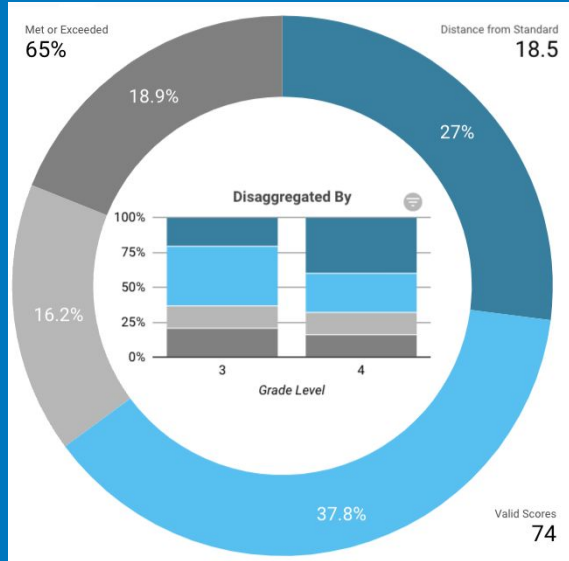


2022-23: 50%

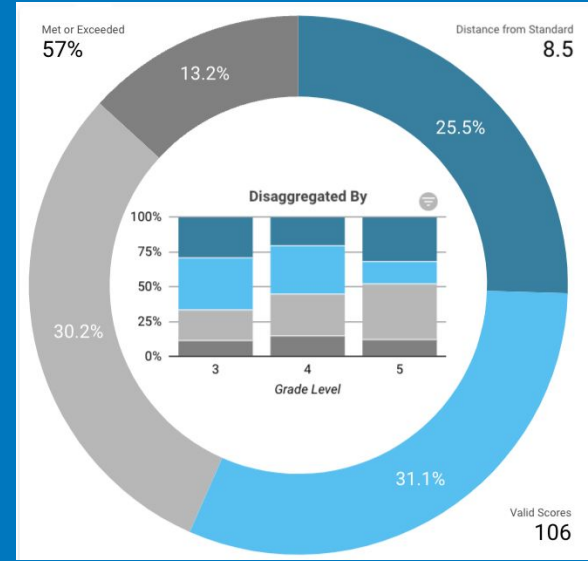


2023-24: 55%

Standard Not Met
  Standard Nearly Met
  Standard Met
  Standard Exceeded



2022-23: 65%

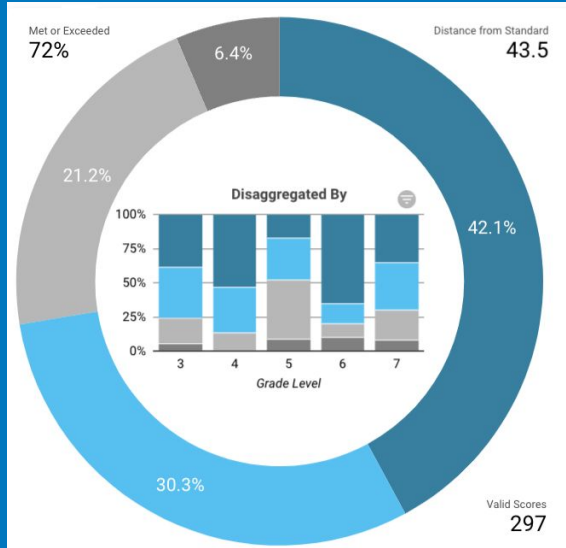


2023-24: 57%

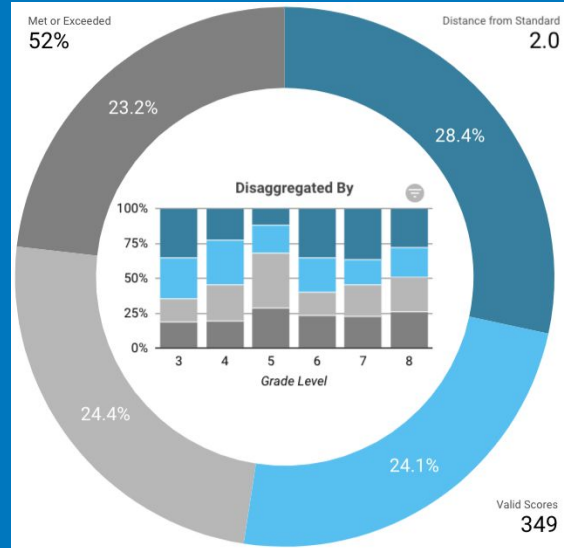
2018-19: N/A

# Hollister Prep Math

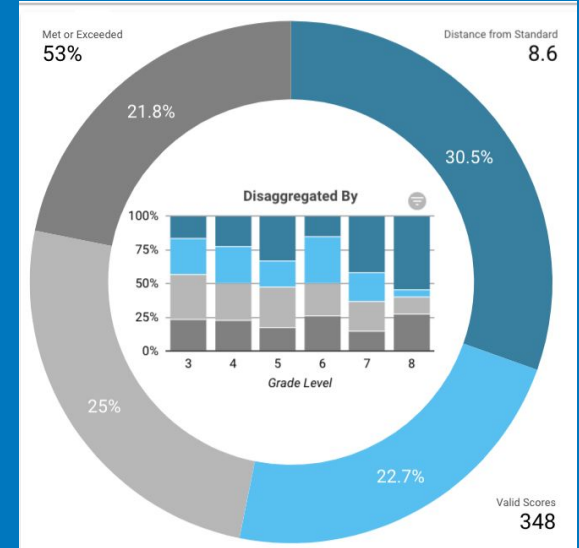
Standard Not Met
  Standard Nearly Met
  Standard Met
  Standard Exceeded



2018-19: 72%



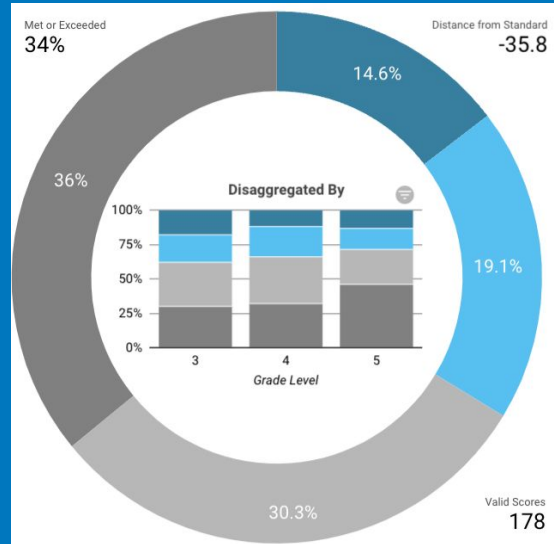
2022-23: 52%



2023-24: 53%

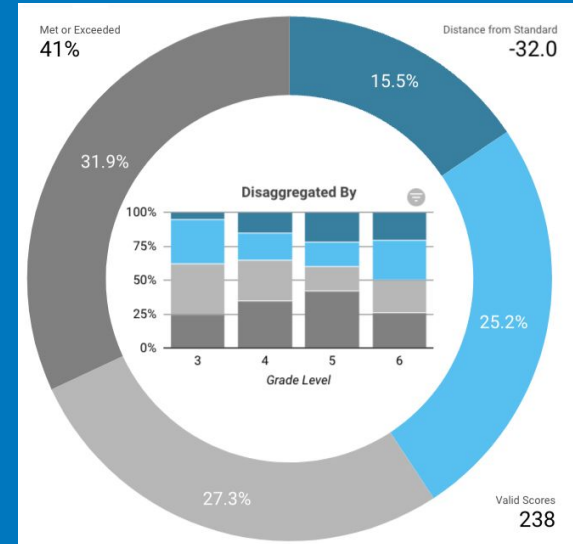
# Watsonville Prep Math

Standard Not Met
  Standard Nearly Met
  Standard Met
  Standard Exceeded



2018-19: N/A

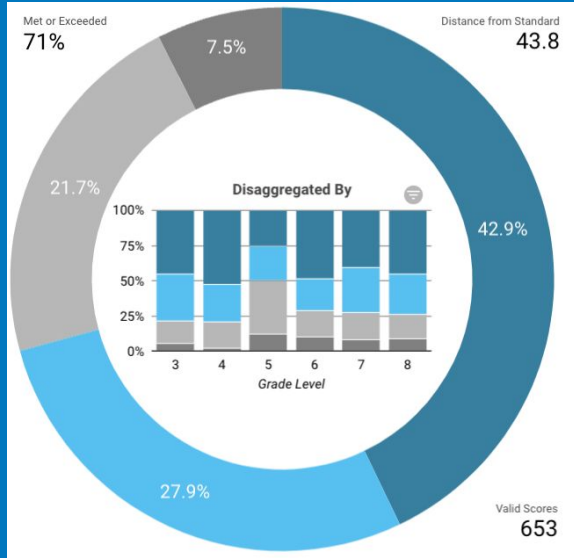
2022-23: 34%



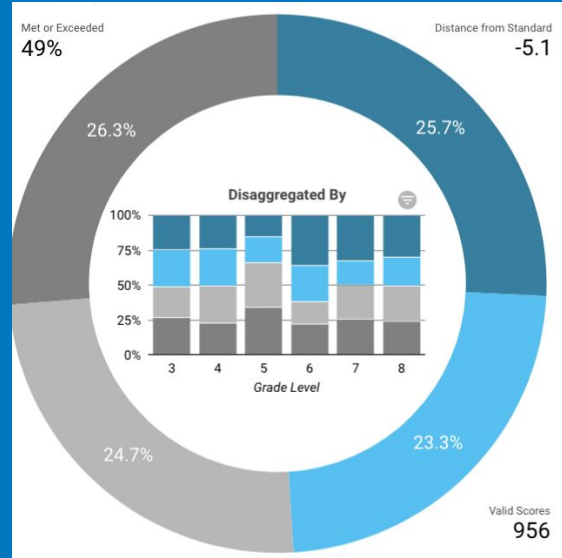
2023-24: 41%

# Navigator Math SBAC

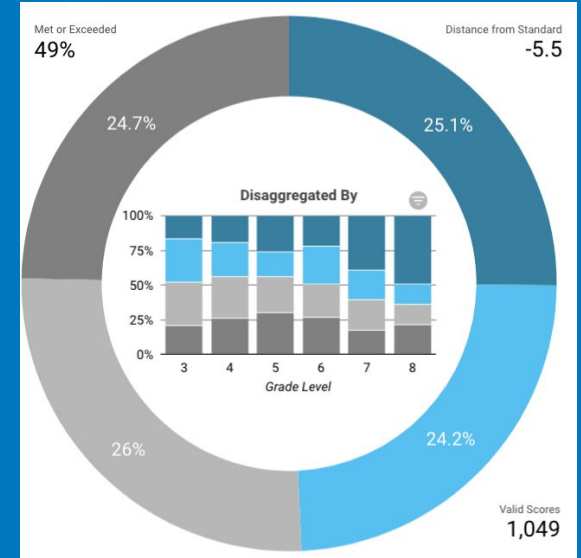
Standard Not Met
  Standard Nearly Met
  Standard Met
  Standard Exceeded



2018-19: 71%



2022-23: 49%



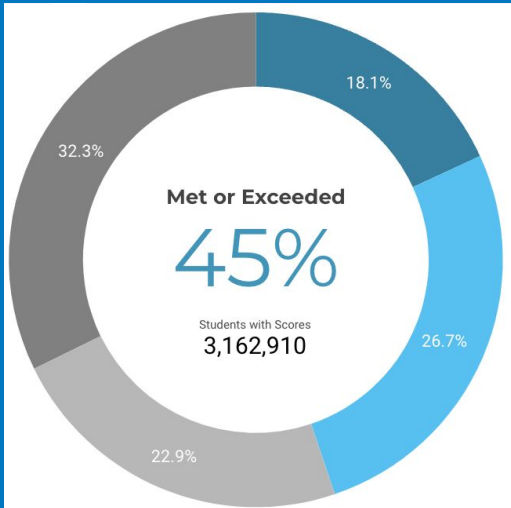
2023-24: 49%



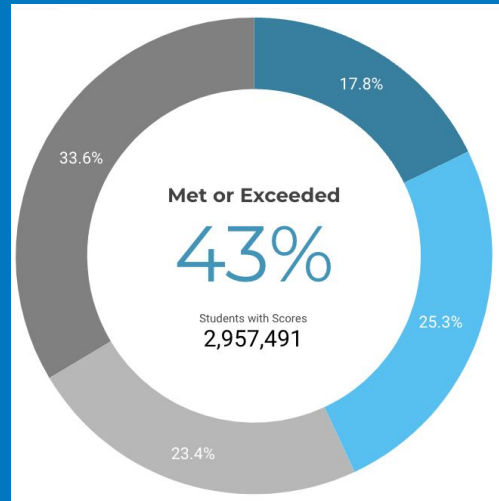
# By School SBAC ELA: Pre-pandemic, 22-23, 23-24

# California ELA SBAC

● Standard Not Met   ● Standard Nearly Met   ● Standard Met   ● Standard Exceeded



2018-19: 45%



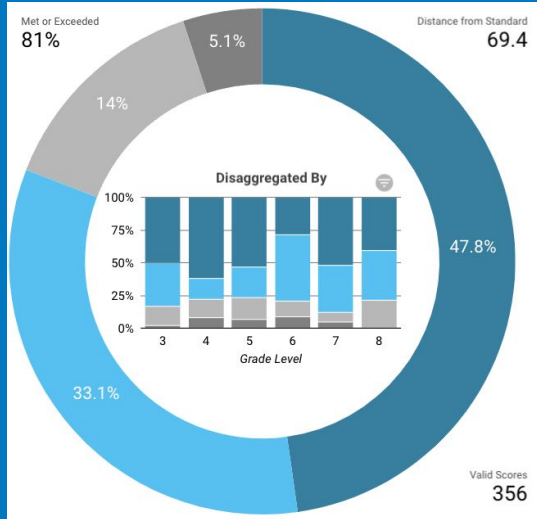
2022-23: 43%

2023-24: TBD

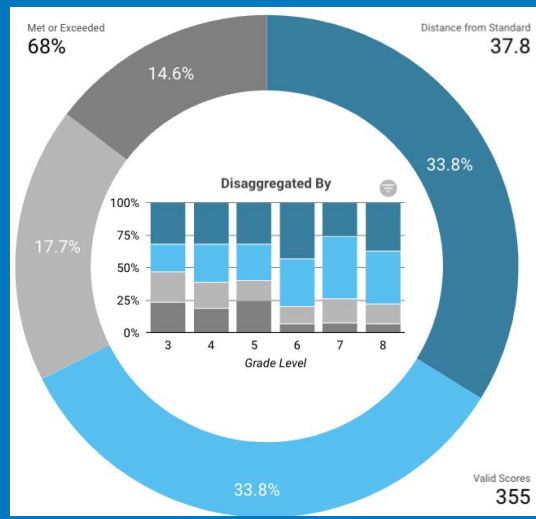


# Gilroy Prep ELA SBAC

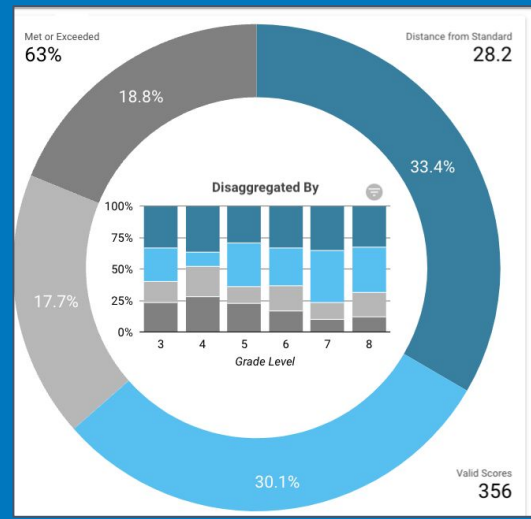
Standard Not Met
  Standard Nearly Met
  Standard Met
  Standard Exceeded



2018-19: 81%



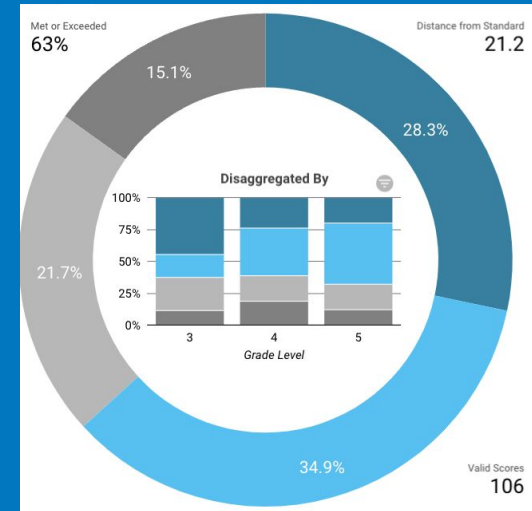
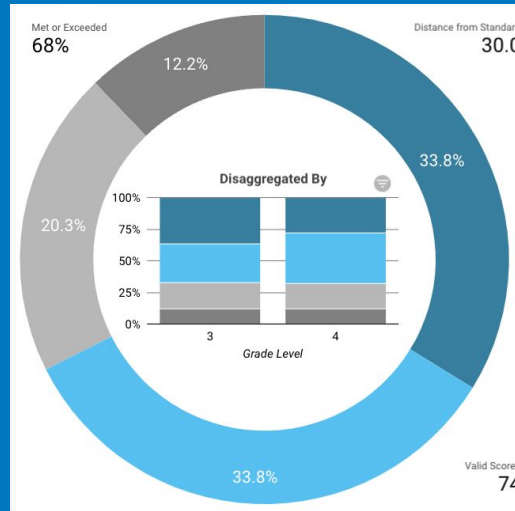
2022-23: 68%



2023-24: 63%

# Hayward Collegiate ELA SBAC

Standard Not Met
  Standard Nearly Met
  Standard Met
  Standard Exceeded



2018-19: N/A

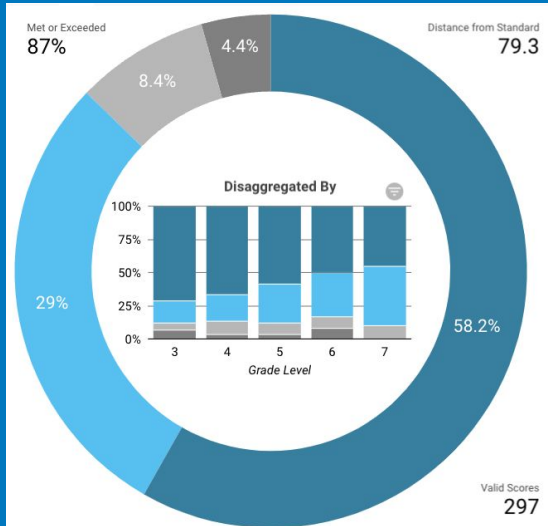
2022-23: 68%

2023-24: 63%

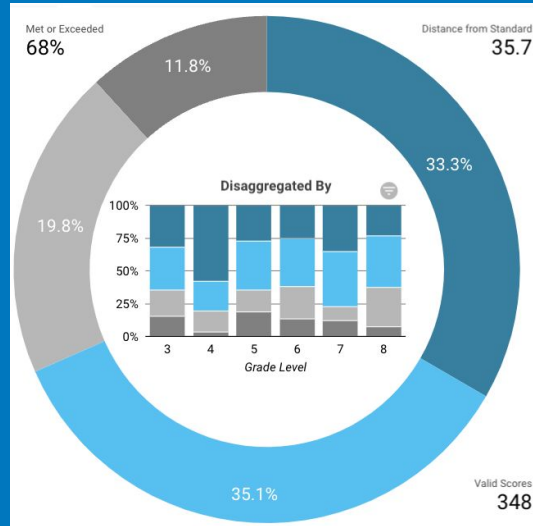
\*Preliminary 2023-24 SBAC Results

# Hollister Prep ELA SBAC

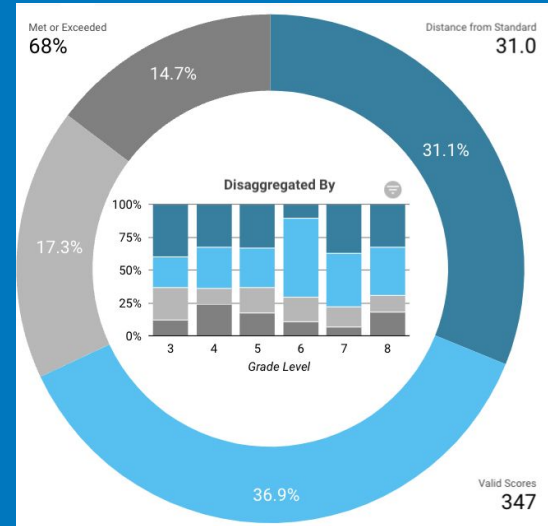
Standard Not Met
  Standard Nearly Met
  Standard Met
  Standard Exceeded



2018-19: 87%



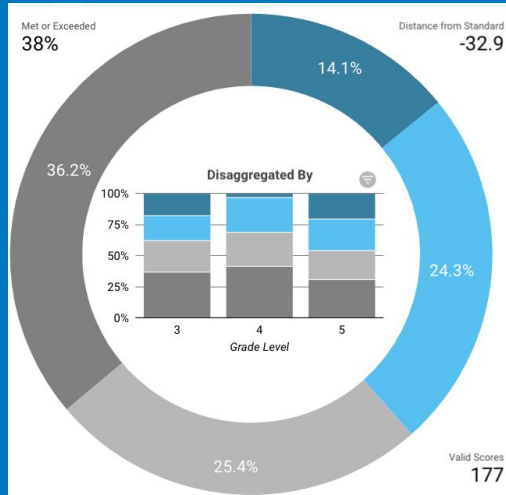
2022-23: 68%



2023-24: 68%

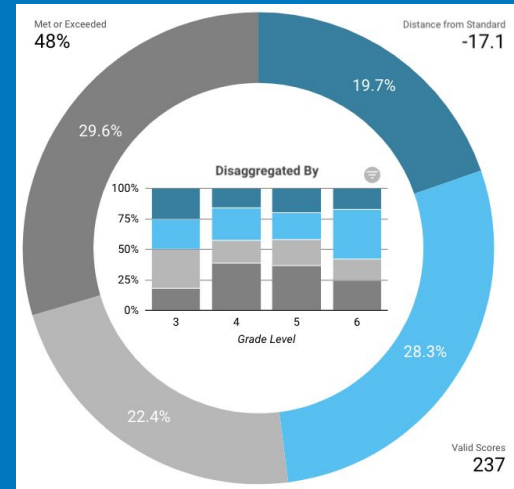
# Watsonville Prep ELA SBAC

Standard Not Met
  Standard Nearly Met
  Standard Met
  Standard Exceeded



2018-19: N/A

2022-23: 38%

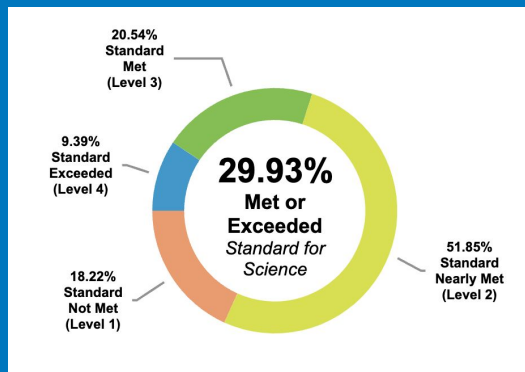


2023-24: 48%

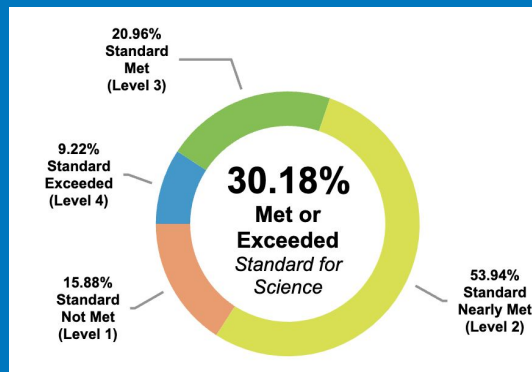


# By School CAST Science: Pre-pandemic, 22-23, 23-24

# California Science CAST



2018-19: 30%

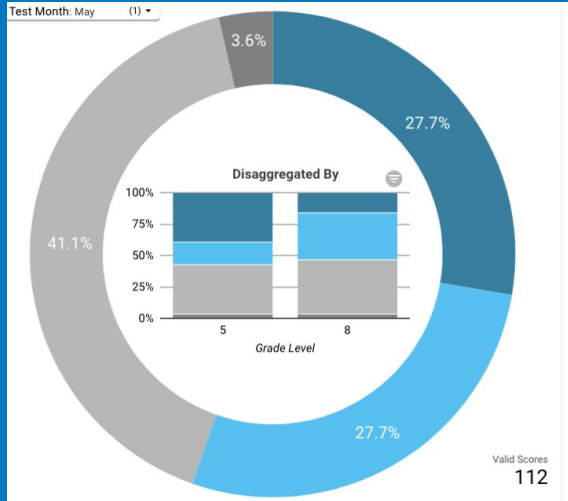


2022-23: 30%

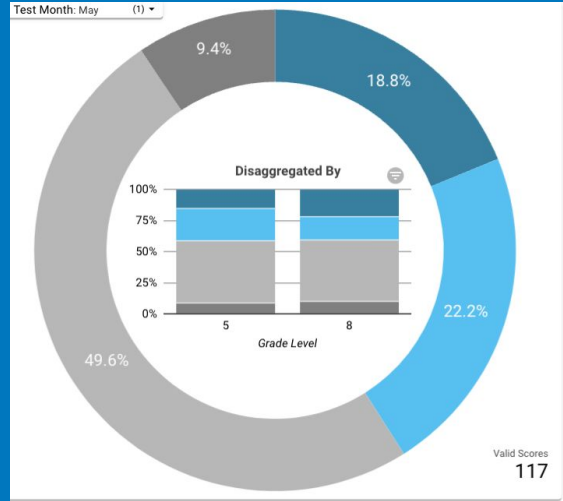
2023-24: TBD

# Gilroy Prep Science CAST

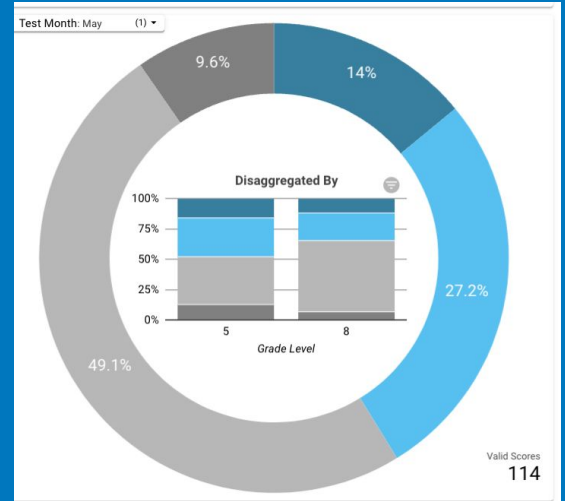
Standard Not Met
  Standard Nearly Met
  Standard Met
  Standard Exceeded



2018-19: 55%



2022-23: 41%

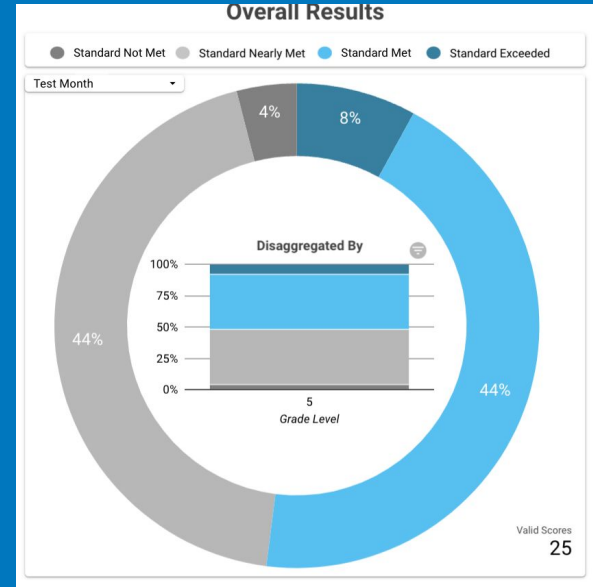


2023-24: 41%

\*Preliminary 2023-24 SBAC Results

# Hayward Collegiate Science CAST

● Standard Not Met   ● Standard Nearly Met   ● Standard Met   ● Standard Exceeded



2018-19: N/A

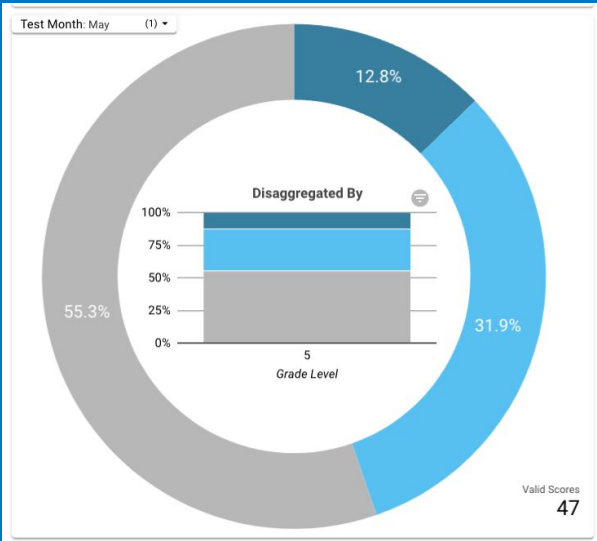
2022-23: N/A

2023-24: 52%

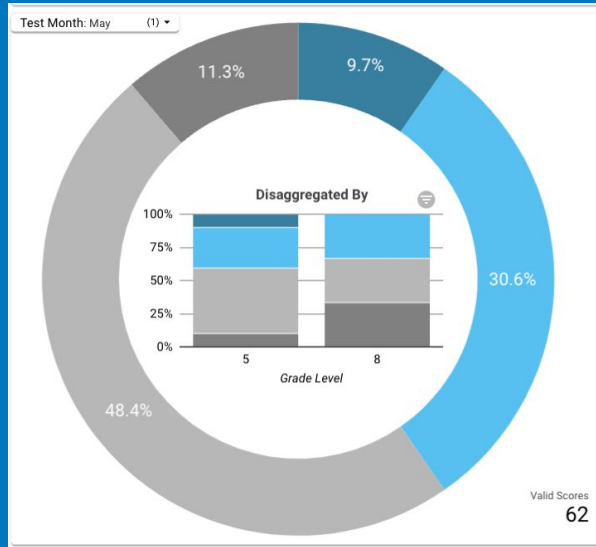


# Hollister Prep Science CAST

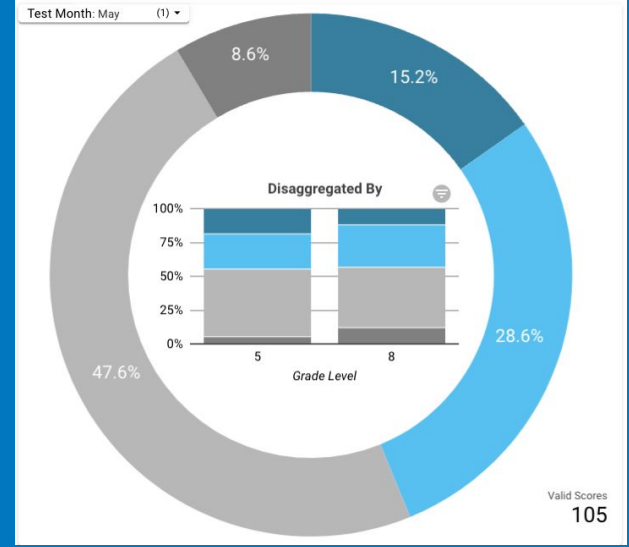
Standard Not Met
  Standard Nearly Met
  Standard Met
  Standard Exceeded



2018-19: 45%



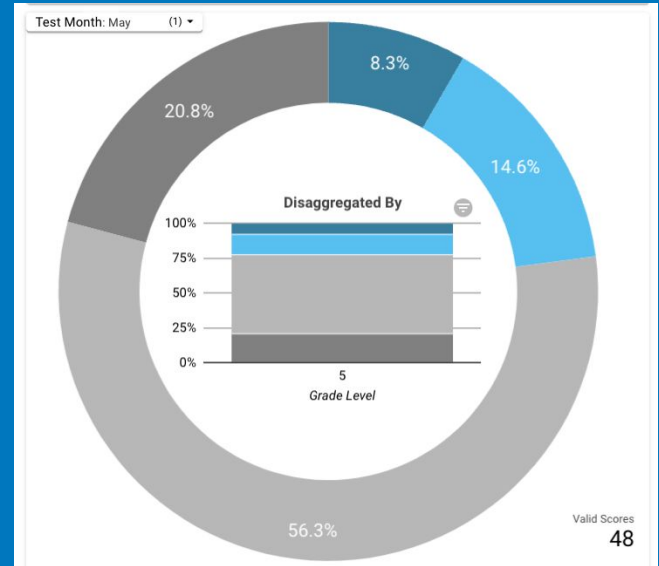
2022-23: 40%



2023-24: 44%

# Watsonville Prep Science CAST

Standard Not Met
  Standard Nearly Met
  Standard Met
  Standard Exceeded



2018-19: N/A

2022-23: N/A

2023-24: 23%

*\*Preliminary 2023-24 SBAC Results*

# Coversheet

## Art & Music in Schools Annual Report

**Section:** V. Topical  
**Item:** B. Art & Music in Schools Annual Report  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** GPS AMS Annual Report.pdf  
HPS AMS Annual Report.pdf  
WPS AMS Annual Report.pdf  
HCC AMS Annual Report.pdf

# Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2023-24

Name: Gilroy Prep (a Navigator School)  
CDS Code: 4369484-0123760  
Charter School Number: 1278  
Allocation Year: 2023-24

## 1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

2023-24 was a planning year for the Arts & Music in Schools Program. 

68/2500

## 2. Number of full-time equivalent teachers (certificated).

29

## 3. Number of full-time equivalent personnel (classified).

40

## 4. Number of full-time equivalent teaching aides.

33

## 5. Number of students served.

540

## 6. Number of school sites providing arts education.

0

## Date of Approval by Governing Board/Body

08/26/2024 

## Annual Report Data URL

The Annual Report Data URL field is required (1-255 characters).

# Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2023-24

Name: Hollister Prep  
CDS Code: 3567470-0127688  
Charter School Number: 1507  
Allocation Year: 2023-24

## 1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

2023-24 was a planning year for the Arts & Music in Schools Program 

67/2500

## 2. Number of full-time equivalent teachers (certificated).

29

## 3. Number of full-time equivalent personnel (classified).

32

## 4. Number of full-time equivalent teaching aides.

30

## 5. Number of students served.

540

## 6. Number of school sites providing arts education.

0

## Date of Approval by Governing Board/Body

08/26/2024 

## Annual Report Data URL

The Annual Report Data URL field is required (1-255 characters).

# Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2023-24

Name: Watsonville Prep  
CDS Code: 4477248-0138909  
Charter School Number: 2032  
Allocation Year: 2023-24

## 1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

2023-24 was a planning year for the Arts & Music in Schools Program 

67/2500

## 2. Number of full-time equivalent teachers (certificated).

16

## 3. Number of full-time equivalent personnel (classified).

24

## 4. Number of full-time equivalent teaching aides.

29

## 5. Number of students served.

466

## 6. Number of school sites providing arts education.

0

## Date of Approval by Governing Board/Body

08/26/2024 



## Annual Report Data URL

The Annual Report Data URL field is required (1-255 characters).

# Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2023-24

Name: Hayward Collegiate Charter  
CDS Code: 01-10017-0138867  
Charter School Number: 2027  
Allocation Year: 2023-24

## 1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

2023-24 was a planning year for the Arts and Music in Schools program.  

70/2500

## 2. Number of full-time equivalent teachers (certificated).

13

## 3. Number of full-time equivalent personnel (classified).

17

## 4. Number of full-time equivalent teaching aides.

9

## 5. Number of students served.

210

## 6. Number of school sites providing arts education.

1

## Date of Approval by Governing Board/Body

08/26/2024 

## Annual Report Data URL

The Annual Report Data URL field is required (1-255 characters).

# Coversheet

## Declarations of Need

**Section:** V. Topical  
**Item:** C. Declarations of Need  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Declaration of Need Memo (08.26.24).pdf  
Declarations of Need 2024-2025 (08.26.24).pdf





Date: August 26, 2024

To: Board of Directors

From: Melissa Alatorre Alnas, Director of People Support

Re: Commission on Teacher Credentialing - Declaration of Need 2024-2025

**Recommendation**

It is recommended that the Board approve the adoption of a Declaration of Need for Gilroy Prep School, Watsonville Prep School, and Hayward Collegiate.

**Background**

Mandated by the Commission on Teacher Credentialing (CTC), the Declaration of Need (DON) is an annual document required as a prerequisite to the issuance of any emergency permit and/or limited assignment permit for that agency. The DON is established by the California Code of Regulations §80026. Prior to the passage of Assembly Bills (AB) 1505 (Chap. 486, Stats. 2019) and 1219 (Chap. 782, Stats. 2019), charter schools were not subject to the same credentialing provisions and assignment monitoring regimen as non-charter public schools. As of January 1, 2020, these pieces of legislation went into effect, and all employing agencies, including charter schools, must comply with the regulation to be eligible to apply for any emergency and/or limited assignment permit restricted to their organization.

Emergency and limited assignment permits include Provisional Internship Permits (PIP), Short-Term Staff Permits (STSP), Emergency Cross-cultural, Language and Academic Development (CLAD) permits, General Education Limited Assignment Teaching Permit (GELAP), and Variable Term Waivers (VTW). These documents allow qualified individuals to be legally authorized to serve in their teaching assignment while they are working towards completing the credential requirements for the appropriate teaching credential for the educator’s assignment.

**Fiscal Impact**

There is no cost in the issuance of the DON.

**Organizational Health**

With a DON in place at the CTC, Navigator Schools can hire mission-fit qualified individuals based on emergency permits while they work toward completing their credentialing requirements for the appropriate credential.

2024/25 School Year Emergency Permits

*Gilroy Prep School*

-Emergency TK Permit: 1

*Watsonville Prep School*

-Emergency TK Permit: 1

*Hayward Collegiate*

-Emergency CLAD: 1

-Emergency TK Permit: 1

## **Summary**

Mandated by the Commission on Teacher Credentialing, charter schools are required to submit a Declaration of Need on an annual basis as a prerequisite to the issuance of emergency permits. Emergency Permits will allow qualified individuals to be legally authorized to serve in their teaching assignments while they work toward completing their credential requirements.

### Attachments:

- Declaration of Need for Fully Qualified Educators Forms, 08/2024 update
  - Gilroy Prep School
  - Watsonville Prep School
  - Hayward Collegiate



State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 651 Bannon Street, Suite 601  
 Sacramento, CA 95811

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2024/2025  
 Revised Declaration of Need for year: \_\_\_\_\_

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

Name of District or Charter: Navigator Schools/Gilroy Prep School District CDS Code: 69484/0123760  
 Name of County: Santa Clara County CDS Code: 43

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

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

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 08 / 26 / 2024 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

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

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

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

Melissa Alatorre Alnas

Director of Talent

*Name*

*Signature*

*Title*

N/A

(831)217-4882

8/19/2024

*Fax Number*

*Telephone Number*

*Date*

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

*Mailing Address*

melissa.alatorre@navigatorschools.org

*EMail Address*

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

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_  
 Name of State Agency \_\_\_\_\_  
 Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

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

The declaration shall remain in force until June 30, \_\_\_\_\_.

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

Submitted by Superintendent, Director, or Designee:

|                 |                  |       |
|-----------------|------------------|-------|
| Name            | Signature        | Title |
| Fax Number      | Telephone Number | Date  |
| Mailing Address |                  |       |
| EMail Address   |                  |       |

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

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

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

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

| <b>Type of Emergency Permit</b>  | <b>Estimated Number Needed</b> |
|--|--------------------------------|
| CLAD/English Learner Authorization (applicant already holds teaching credential) | 0<br>_____                     |
| Bilingual Authorization (applicant already holds teaching credential)            | 0<br>_____                     |
| List target language(s) for bilingual authorization:<br>_____                    |                                |
| Resource Specialist  | 0<br>_____                     |
| Teacher Librarian Services   | 0<br>_____                     |
| Emergency Transitional Kindergarten (ETK)  | 1<br>_____                     |

**LIMITED ASSIGNMENT PERMITS**

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

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

| TYPE OF LIMITED ASSIGNMENT PERMIT | ESTIMATED NUMBER NEEDED |
|-----------------------------------|-------------------------|
| Multiple Subject                  | 0                       |
| Single Subject                    | 0                       |
| Special Education                 | 0                       |
| TOTAL                             | 0                       |

**Authorizations for Single Subject Limited Assignment Permits**

| SUBJECT                           | ESTIMATED NUMBER NEEDED | SUBJECT                      | ESTIMATED NUMBER NEEDED |
|-----------------------------------|-------------------------|------------------------------|-------------------------|
| Agriculture                       | 0                       | Mathematics                  | 0                       |
| Art                               | 0                       | Music                        | 0                       |
| Business                          | 0                       | Physical Education           | 0                       |
| Dance                             | 0                       | Science: Biological Sciences | 0                       |
| English                           | 0                       | Science: Chemistry           | 0                       |
| Foundational-Level Math           | 0                       | Science: Geoscience          | 0                       |
| Foundational-Level Science        | 0                       | Science: Physics             | 0                       |
| Health                            | 0                       | Social Science               | 0                       |
| Home Economics                    | 0                       | Theater                      | 0                       |
| Industrial & Technology Education | 0                       | World Languages (specify)    | 0                       |

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

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

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

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

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?  Yes  No

If no, explain. Navigator Schools participates in commission-approved college or university programs.

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

If yes, how many interns do you expect to have this year? 2

If yes, list each college or university with which you participate in an internship program.  
National University, Alliant University, CalStateTEACH, CSUMB, and REACH  
\_\_\_\_\_  
\_\_\_\_\_

If no, explain why you do not participate in an internship program.  
N/A  
\_\_\_\_\_  
\_\_\_\_\_



State of California  
Commission on Teacher Credentialing  
Certification Division  
651 Bannon Street, Suite 601  
Sacramento, CA 95811

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

### DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2024/2025

Revised Declaration of Need for year: \_\_\_\_\_

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

Name of District or Charter: Navigator Schools/Watsonville Prep School District CDS Code: 77248/0138909

Name of County: Santa Cruz County CDS Code: 44

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

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

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 08 / 26 / 2024 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

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

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

Submitted by (Superintendent, Board Secretary or Designee):

Melissa Alatorre Alnas

Name

37B30307E6224A2...

Signature

Director of Talent

Title

N/A

Fax Number

(831)217-4882

Telephone Number

8/19/2024

Date

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

Mailing Address

melissa.alatorre@navigatorschools.org

EMail Address

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

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

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

The declaration shall remain in force until June 30, \_\_\_\_\_.

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

Submitted by Superintendent, Director, or Designee:

|                 |                  |       |
|-----------------|------------------|-------|
| Name            | Signature        | Title |
| Fax Number      | Telephone Number | Date  |
| Mailing Address |                  |       |
| EMail Address   |                  |       |

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

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

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

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

| <b>Type of Emergency Permit</b>  | <b>Estimated Number Needed</b> |
|--|--------------------------------|
| CLAD/English Learner Authorization (applicant already holds teaching credential) | 0<br>_____                     |
| Bilingual Authorization (applicant already holds teaching credential)            | 0<br>_____                     |
| List target language(s) for bilingual authorization:<br>_____                    |                                |
| Resource Specialist  | 0<br>_____                     |
| Teacher Librarian Services   | 0<br>_____                     |
| Emergency Transitional Kindergarten (ETK)  | 1<br>_____                     |

**LIMITED ASSIGNMENT PERMITS**

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



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

| TYPE OF LIMITED ASSIGNMENT PERMIT | ESTIMATED NUMBER NEEDED |
|-----------------------------------|-------------------------|
| Multiple Subject                  | 0                       |
| Single Subject                    | 0                       |
| Special Education                 | 0                       |
| TOTAL                             | 0                       |

**Authorizations for Single Subject Limited Assignment Permits**

| SUBJECT                           | ESTIMATED NUMBER NEEDED | SUBJECT                      | ESTIMATED NUMBER NEEDED |
|-----------------------------------|-------------------------|------------------------------|-------------------------|
| Agriculture                       | 0                       | Mathematics                  | 0                       |
| Art                               | 0                       | Music                        | 0                       |
| Business                          | 0                       | Physical Education           | 0                       |
| Dance                             | 0                       | Science: Biological Sciences | 0                       |
| English                           | 0                       | Science: Chemistry           | 0                       |
| Foundational-Level Math           | 0                       | Science: Geoscience          | 0                       |
| Foundational-Level Science        | 0                       | Science: Physics             | 0                       |
| Health                            | 0                       | Social Science               | 0                       |
| Home Economics                    | 0                       | Theater                      | 0                       |
| Industrial & Technology Education | 0                       | World Languages (specify)    | 0                       |

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

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

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

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

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?  Yes  No

If no, explain. Navigator Schools participates in commission-approved college or university programs.

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

If yes, how many interns do you expect to have this year? 2

If yes, list each college or university with which you participate in an internship program.  
National University, Alliant University, CalStateTEACH, CSUMB, and REACH  
\_\_\_\_\_  
\_\_\_\_\_

If no, explain why you do not participate in an internship program.  
N/A  
\_\_\_\_\_  
\_\_\_\_\_



State of California  
Commission on Teacher Credentialing  
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651 Bannon Street, Suite 601  
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Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

### DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2024/2025  
Revised Declaration of Need for year: \_\_\_\_\_

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

Name of District or Charter: Navigator Schools/Hayward Collegiate District CDS Code: 10017/0138867  
Name of County: Alameda County County CDS Code: 01

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

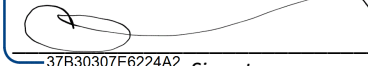
- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 08 / 26 / 2024 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

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

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

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

|  |   |   |
|--|---|---|
| <u>Melissa Alatorre Alnas</u><br><i>Name</i> | <br><small>37B30307E6224A2</small><br><i>Signature</i> | <u>Director of Talent</u><br><i>Title</i> |
| <u>N/A</u><br><i>Fax Number</i>              | <u>(831)217-4897</u><br><i>Telephone Number</i>   | <u>08/19/2024</u><br><i>Date</i>          |

*Mailing Address*

melissa.alatorre@navigatorschools.org

*EMail Address*

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

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_  
Name of State Agency \_\_\_\_\_  
Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

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

The declaration shall remain in force until June 30, \_\_\_\_\_.

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

Submitted by Superintendent, Director, or Designee:

|                 |                  |       |
|-----------------|------------------|-------|
| Name            | Signature        | Title |
| Fax Number      | Telephone Number | Date  |
| Mailing Address |                  |       |
| EMail Address   |                  |       |

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

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

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

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

| <b>Type of Emergency Permit</b>  | <b>Estimated Number Needed</b> |
|--|--------------------------------|
| CLAD/English Learner Authorization (applicant already holds teaching credential) | 1<br>_____                     |
| Bilingual Authorization (applicant already holds teaching credential)            | 0<br>_____                     |
| List target language(s) for bilingual authorization:<br>_____                    |                                |
| Resource Specialist  | 0<br>_____                     |
| Teacher Librarian Services   | 0<br>_____                     |
| Emergency Transitional Kindergarten (ETK)  | 1<br>_____                     |

**LIMITED ASSIGNMENT PERMITS**

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

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

| TYPE OF LIMITED ASSIGNMENT PERMIT | ESTIMATED NUMBER NEEDED |
|-----------------------------------|-------------------------|
| Multiple Subject                  | 0                       |
| Single Subject                    | 0                       |
| Special Education                 | 0                       |
| TOTAL                             | 0                       |

**Authorizations for Single Subject Limited Assignment Permits**

| SUBJECT                           | ESTIMATED NUMBER NEEDED | SUBJECT                      | ESTIMATED NUMBER NEEDED |
|-----------------------------------|-------------------------|------------------------------|-------------------------|
| Agriculture                       | 0                       | Mathematics                  | 0                       |
| Art                               | 0                       | Music                        | 0                       |
| Business                          | 0                       | Physical Education           | 0                       |
| Dance                             | 0                       | Science: Biological Sciences | 0                       |
| English                           | 0                       | Science: Chemistry           | 0                       |
| Foundational-Level Math           | 0                       | Science: Geoscience          | 0                       |
| Foundational-Level Science        | 0                       | Science: Physics             | 0                       |
| Health                            | 0                       | Social Science               | 0                       |
| Home Economics                    | 0                       | Theater                      | 0                       |
| Industrial & Technology Education | 0                       | World Languages (specify)    | 0                       |

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

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

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

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

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?  Yes  No

If no, explain. Navigator School participates in commission-approved college or university internship programs

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

If yes, how many interns do you expect to have this year? 2

If yes, list each college or university with which you participate in an internship program.  
National University, Alliant University, CalStateTEACH, CSUMB, and REACH University  
\_\_\_\_\_  
\_\_\_\_\_

If no, explain why you do not participate in an internship program.  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

# Coversheet

## CEO & Superintendent Amendment to Employment Agreement

**Section:** V. Topical  
**Item:** D. CEO & Superintendent Amendment to Employment Agreement  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Amendment to Employment Agreement (08.26.24).pdf  
Mutual Arbitration Agreement - Dr. Caprice Young (08.26.24).pdf

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (“Amendment”) is made effective on August 26, 2024 and is made by and between Navigator Schools (“Navigator”) and Dr. Caprice Young, CEO & Superintendent of Navigator Schools (“Dr. Young”).

RECITALS

WHEREAS, on June 30, 2023, Navigator and Dr. Young entered into that certain Employment Agreement (“Employment Agreement”) pursuant to which Dr. Young would perform services for Navigator as its CEO & Superintendent, effective July 10, 2023;

WHEREAS, it was subsequently discovered that there is a ministerial error in the Employment Agreement which stated in section 5(B)(d) that Dr. Young was entitled a 3% match on her 403(b) contributions; and

WHEREAS, the intent of the parties was that Dr. Young is entitled to a 4% match on her 403(b) contributions in alignment with the 4% match opportunity which is provided to all Navigator staff.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. Dr. Young’s Employment Agreement, Section B5(d), which currently states “Employee elects to participate in a 403(b) program with Navigator matching contributions up to 3% of her salary” is hereby amended to read as follows: “Employee elects to participate in a 403(b) program with Navigator matching contributions up to 4% of her salary.”
2. This amendment is made retroactive to Dr. Young’s first day of employment with Navigator;
3. No other revisions are made to the Employment Agreement and all other terms and conditions in the Employment Agreement remain in full force and effect;
4. The Board of Directors of Navigator Schools considered and approved the Amendment in open session at its regular Board meeting held on August 26, 2024; and
5. This Amendment is governed by the laws of the State of California and may be executed by the parties via DocuSign or other similar service and which signatures will be considered the same as the originals.

Date: \_\_\_\_\_, 2024

NAVIGATOR SCHOOLS

\_\_\_\_\_  
By: Nora Crivello  
Its: Navigator Schools, Board Chair

Date: \_\_\_\_\_, 2024

\_\_\_\_\_  
By: Dr. Caprice Young  
Navigator Schools CEO & Superintendent



## MUTUAL ARBITRATION AGREEMENT

This MUTUAL ARBITRATION AGREEMENT (“Agreement”) is made by and between Navigator Schools (“Employer”) and Employee. The purpose of this Agreement is to establish final and binding arbitration for all covered disputes arising out of Employee’s relationship with Employer from the inception of the employment relationship, including, but not limited to, Employee’s application for, employment with, or termination from employment with Employer, to the fullest extent permitted by applicable law. Employee and Employer desire to arbitrate their disputes on the terms and conditions set forth below to gain the benefits of a speedy, impartial dispute-resolution procedure, and this Agreement shall be governed by the Federal Arbitration Act (“FAA”). **All disputes covered by this Agreement will be decided by a single arbitrator through final and binding arbitration and not by way of court or jury trial.**

### 1. Claims Covered by the Agreement.

- 1.1 Employee and Employer both agree to exclusively and finally resolve by binding arbitration **any and all claims or controversies** (“claims”) that Employer may have against Employee or that Employee may have against Employer or against its past, present, or future predecessors, successors, assigns, affiliates, related entities, parent and *subsidiary* companies, joint ventures, pension or benefit plans, administrators, vendors, contractors, and their respective past, present, or future officers, directors, employees, stockholders, representatives, managers, members, partners, partnerships, agents, guests, parents, students, clients, suppliers, vendors, educational advisors, business advisors, financial advisors, attorneys, and accountants, insurers, and indemnitees (collectively, “Employer”), relating to, resulting from, or in any way arising out of this Agreement, any aspect of Employee’s relationship with Employer (pre-hire through post-termination), and/or any act or omission between Employee and Employer to the extent permitted by law.
- 1.2 The scope of this Agreement is intended to be broad and comprehensive and includes, without limitation, claims for wages or other compensation, including reimbursements, due; claims for penalties or premiums; claims for violations of the California Labor Code; claims for breach of any contract or covenant (express or implied); tort claims (including, but not limited to, those relating to performance or reputation); claims for discrimination, harassment, and/or retaliation (including, but not limited to, race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations); claims for violation of any leaves of absence or accommodations laws; claims for wrongful termination or whistleblowing; claims for benefits (except where an employee benefit or pension plan specifies that its claims procedure shall culminate in an arbitration procedure different from this one); claims for violation of trade secret, proprietary, or confidential information laws; claims for unfair business practices; claims for invasion of privacy; and claims for violation of any public policy, federal, state, or other governmental law, statute, regulation, or ordinance, and all other federal or state legal claims arising out of or relating to your application, selection, employment, or termination of employment.
- 1.3 The Arbitrator, and not any court, shall have exclusive authority to resolve any dispute relating to the validity, applicability, enforceability, unconscionability, or waiver of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable. However, the preceding sentence does not apply to the Class or Collective Action Waivers or California Private Attorneys General Act Individual Action Requirement below. Notwithstanding any other language in this Agreement or the JAMS Rules (discussed below), any claim that all or part of the Class Action Waiver or California Private Attorneys General Act Individual Action

Requirement are unenforceable, inapplicable, unconscionable, or void or voidable, will be determined only by a court of competent jurisdiction and not by an Arbitrator.

\_\_\_\_\_ (**Employee’s Initials Acknowledging Arbitrator’s Exclusive Authority**)

1.4 This Agreement does not cover claims for workers’ compensation or unemployment insurance benefits; however, the Agreement applies to discrimination or retaliation claims based upon seeking such benefits. This Agreement also does not cover claims that an applicable federal statute expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement. If any claim(s) not covered under this Agreement above are combined with claims that are covered under this Agreement, to the maximum extent allowed under applicable law, the covered claims will be arbitrated and continue to be covered under this Agreement. Further, nothing in this Agreement precludes Employee from pursuing any administrative agency claims, including, but not limited to, claims with the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the Division of Labor Standards Enforcement, the Department of Labor, and/or the California Public Employment Relations Board. Nothing in this Agreement prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration.

2. **Class and Collective Action Waivers.** Employer and Employee agree to bring any claim on an individual basis and not on a class and/or collective action and/or consolidated basis. Accordingly,

2.1 There will be no right or authority for any dispute to be brought, heard or arbitrated as a class action and the Arbitrator will have no authority to hear or preside over any such claim ("Class Action Waiver"). The Class Action Waiver shall be severable from this Agreement if there is a final judicial determination that the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances, the class action must be litigated in a civil court of competent jurisdiction—not in arbitration.

2.2 There will be no right or authority for any dispute to be brought, heard or arbitrated as a collective action and the Arbitrator will have no authority to hear or preside over any such claim ("Collective Action Waiver"). The Collective Action Waiver shall be severable from this Agreement if there is a final judicial determination that the Collective Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances, the collective action must be litigated in a civil court of competent jurisdiction—not in arbitration.

3. **California Private Attorneys General Act (“PAGA”) Individual Action Requirement.** Employer and Employee agree to arbitrate PAGA claims on an individual basis only. Therefore, any claim by employee under PAGA to recover unpaid wages, civil penalties, or any other individual relief must be arbitrated under this Agreement. Employer and Employee also agree any non-individual PAGA claims brought by Employee will be stayed and Employee will not pursue any such claims in Court until after the Arbitrator, and not any court, issues a final and written determination as to Employee’s status as an “aggrieved employee.” The Arbitrator is without authority to preside over any PAGA claim by Employee on behalf of any other person or joined by or consolidated with another person’s PAGA claim. This PAGA Individual Action Requirement clause will be severable from this Agreement if there is a final judicial determination that it is invalid, unenforceable, unconscionable, void or voidable. In such case, the PAGA action must be litigated in a civil court of competent jurisdiction—not in arbitration—but the portion of the PAGA Individual Action Requirement that is enforceable will be enforced in arbitration.

#### 4. Arbitration Procedures.

- 4.1 Required Notice of Claims and Statute of Limitations. Employee may initiate arbitration by serving or mailing a written notice to the Executive Director of Employer at Employer's principal place of business. Employer may initiate arbitration by serving or mailing a written notice to Employee at the last address recorded in Employee's personnel file. The written notice must specify with reasonable particularity the claims asserted against the other party. Notice of any claim sought to be arbitrated must be served within the limitations period established by applicable federal or state law. After demand for arbitration has been made by serving written notice, the party demanding arbitration shall file a demand for arbitration with the Office of JAMS located within 50 miles of (i) the last address recorded in Employee's personnel file or (ii) the JAMS closest to the last Employer worksite with which Employee most regularly communicated, whichever is closer
- 4.2 Selection of Arbitration and Applicable Rules. The arbitrator shall be selected within sixty (60) days of the party initiating arbitration under Section 4.1 from the panel of JAMS and the arbitration shall be conducted pursuant to JAMS policies and procedures. Except as provided herein, the dispute shall be governed by JAMS's then-current version of the national rules for the resolution of employment disputes. JAMS's then-applicable rules governing the arbitration may be obtained from JAMS's website, which currently is [www.jamsadr.com](http://www.jamsadr.com). Discovery and motions for summary judgment will be governed by Sections 4.3 and 4.4 of this Agreement.
- 4.3 Discovery and Motions. The parties shall be entitled to engage in all types of discovery (e.g., depositions, interrogatories, request for production of documents, etc.) regarding and relevant to the subject matter of the dispute submitted to arbitration pursuant to the Federal Rules of Civil Procedure ("FRCP"), including but not limited to, FRCP 26. A copy of the FRCP may be obtained from the website of the United States Courts, which is currently <http://www.uscourts.gov/rules-policies/current-rules-practice-procedure/federal-rules-civil-procedure>. The arbitrator is authorized to rule on discovery motions brought under the FRCP. All discovery must be completed no later than twenty (20) days prior to the date set for the arbitration hearing; provided, however, that no discovery may be initiated until after the dispute has been formally submitted to arbitration and an arbitrator has been mutually agreed-upon.
- 4.4 Dispositive Motions. Either party may file a motion for summary judgment with the arbitrator in accordance with Rule 56 of the FRCP.
- 4.5 Offers Of Judgment. Either party may serve an offer of judgment consistent with the FRCP.
- 4.6 Applicable Law and Arbitrator Authority. The arbitrator shall apply the substantive law of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. The Arbitrator may award any remedy to which a party is entitled under applicable law, and remedies will be limited to those that would be available to a party in his or her individual capacity for the claims presented to the Arbitrator, and no remedies available to an individual under applicable law will be forfeited.
- 4.7 Arbitration Decision. The arbitrator's decision will be final and binding. The arbitrator shall issue a written arbitration decision revealing the essential findings and conclusions upon which the decision and/or award is based within thirty (30) calendar days after the hearing's completion. A party's right to appeal the decision is limited to grounds provided under applicable federal or state law.
- 4.8 Place of Arbitration. Unless the Parties otherwise agree in writing, the arbitration shall take place at a mutually convenient location (preference shall be provided to a JAMS office) that must be within one hundred (100) miles of Employee's last known address with Employer. If the parties

cannot agree upon a location, or if a JAMS office is not within one hundred (100) miles of Employee’s last known address with Employer, then the arbitration shall be held at the JAMS office closest to the last Employer worksite with which Employee most regularly communicated. If Employee worked remotely, then the arbitration shall be held at the JAMS office closest to Employer’s worksite where Employee was “assigned,” even though Employee did not physically work at the worksite.

5. Injunctive and/or Other Equitable Relief. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy in accordance with applicable law, and any such application shall not be deemed a waiver of this Agreement. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration.
6. Severability. Subject to the Class or Collective Action Waivers and California PAGA Individual Action Requirement sections above (which include their own severability provisions), should any portion of this Agreement be found unenforceable, such portion will be severed from this Agreement, and the remaining portions shall continue to be enforceable to the maximum extent permitted by law.
7. Effective Date. This Agreement is retroactively effective to the date of Employee’s employment began. This Agreement to arbitrate shall survive the termination of Employee’s employment.
8. Construction. This Agreement shall be construed and enforced pursuant to the Federal Arbitration Act (“FAA.”)

\_\_\_\_\_ **(Employee’s Initials Acknowledging the FAA)**

9. Consideration. For employees who are currently employed, Employer’s offer to make Employee eligible for promotions, raises, bonuses, gifts and prizes in the future, and the mutual promises by Employer and Employee to arbitrate differences, rather than litigate them before courts or other bodies, provide consideration for each other to enter into this Agreement. For newly hired employees, Employer and Employee agree that in addition to the above consideration, Employer’s offer of employment (at-will or otherwise) provides adequate consideration for each other to enter into this Agreement.
10. Representation, Fees, and Costs. Each party may be represented by an attorney selected by the party. Each party shall be responsible for its own attorneys’ fees. However, if any party prevails on a statutory claim that affords the prevailing party’s attorneys’ fees, or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing party subject to written evidence of such fees and applicable law. Employer shall be responsible for the arbitrator’s fees and costs to the extent they exceed any fee or cost that Employee would be required to bear if the action were brought in court.
11. **Waiver of Jury Trial/Exclusive Remedy. EMPLOYEE AND EMPLOYER KNOWINGLY WAIVE ANY CONSTITUTIONAL RIGHT TO HAVE ANY DISPUTE BETWEEN THEM DECIDED BY A COURT OF LAW AND/OR BY A JURY IN COURT.**

\_\_\_\_\_ **(Employee’s Initials Acknowledging Waiver of Jury Trial)**

12. Sole and Entire Agreement. This Agreement expresses the entire Agreement of the parties and shall supersede any and all other agreements, oral or written, concerning arbitration; however, should this Agreement be found to be unenforceable, for any reason, then such prior agreement(s) shall remain in place and survive to afford the Company the greatest protection allowed by law. This Agreement is not, and shall not be construed to create, any contract of employment, express or implied.
13. Acknowledgment. Employee acknowledges that Employee has carefully read this Agreement, understands

its terms, and agrees that all understandings and agreements between Employer and Employee relating to the subjects covered in the Agreement are contained in it. Employee has knowingly entered into the Agreement without reliance on any provisions or representations by Employer, other than those contained in this Agreement. Employee further acknowledges that Employee has been given the opportunity to discuss this Agreement with Employee’s private legal counsel and Employee has utilized that opportunity to the extent desired.

- 14. Signatures. A facsimile, scanned, copy, digital, or photographic signature shall have the same force and effect as an original signature.

**RECEIVED AND AGREED:**

**EMPLOYEE:**

Caprice Young, Ed.D.  
Chief Executive Officer & Superintendent

\_\_\_\_\_  
EMPLOYEE SIGNATURE

Date: \_\_\_\_\_

**AGREED: NAVIGATOR SCHOOLS**

\_\_\_\_\_  
BY: NORA CRIVELLO  
ITS: BOARD CHAIR

Date: \_\_\_\_\_