



## Navigator Schools

### Governance Committee Meeting

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#### Date and Time

Thursday November 21, 2024 at 3:30 PM PST

#### Location

[Join Zoom Meeting](#)

ID: 93426544212

Passcode: 987458

[\(US\) +1 646-931-3860](#)

Passcode: 987458

Meeting host: [ami.ortiz@navigatorschools.org](mailto:ami.ortiz@navigatorschools.org)

Join Zoom Meeting:

<https://navigatorschools.zoom.us/j/93426544212?pwd=3KaHqYuk23rxvpBp8lJFTjcwo4prqC.1>

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

Individuals in need of a disability-related accommodation, modification, or auxiliary aid/service, should direct requests [via e-mail](#) to Ami Ortiz, Director of Compliance & Operations.

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#### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>3:30 PM</b>
Opening Items			
<b>A.</b>	Call the Meeting to Order	Nora Crivello	1 m
	Nora Crivello, Committee Chair, will call the meeting to order.		
<b>B.</b>	Record Attendance and Guests	Nora Crivello	1 m
	The Committee Chair will identify guests, take attendance via roll-call, and establish a quorum.		
<b>C.</b>	Approve Minutes from Previous Meeting	Approve Minutes Nora Crivello	1 m
	Members will vote on the approval of minutes from the previous meeting held on October 14, 2024		
	Approve minutes for Governance Committee Meeting on October 14, 2024		
<b>D.</b>	Opening Comments from Committee Chair	Nora Crivello	6 m
	Nora Crivello, Committee Chair, will provide opening remarks.		
<b>E.</b>	Opening Comments from CEO & Superintendent	Caprice Young	6 m
	The CEO & Superintendent will provide opening comments, if any.		
<b>F.</b>	Public Comment	Nora Crivello	5 m
	The Committee Chair will listen to public comments, if any.		
<b>II. Topical</b>			<b>3:50 PM</b>
<b>A.</b>	Selection of Gilroy Prep Parent Representative on the Navigator Schools Board	Vote Caprice Young	25 m
	Caprice Young, CEO & Superintendent, will offer a recommendation to the Governance Committee for the selection of the Gilroy Prep parent representative, Anthony Di Vittorio, on the Navigator School Board. Proposed parent representative will be available to meet the committee and answer questions.		
<b>B.</b>	Growth Governance Structure	Vote Tom Peraic	20 m

	Purpose	Presenter	Time	
<p>Tom Peraic, General Counsel, will discuss governance topics related to growth, and will ask for a recommendation for the structure to be presented to board for full approval.</p>				
<b>C.</b>	Disolution of Development Committee	Vote	Tom Peraic	6 m
<p>Tom Peraic, General Counsel, will present a dissolution of the Development Committee because those functions will be performed by the Support Corporation.</p>				
<b>D.</b>	Reimbursement Resolution	Vote	Caprice Young	10 m
<p>Caprice Young, CEO &amp; Superintendent, will present a resolution for recommendation to the board for approval, which will allow facilities expenses incurred, prior to the issuance of debt, to be reimbursed by future bonds.</p>				
<b>E.</b>	Artik Proposal for Architectural Work for the Hollister CUP Approval	Vote	Caprice Young	10 m
<p>Caprice Young, CEO &amp; Superintendent, is submitting the Artik Proposal for Architectural Work for the Hollister CUP for Governance Committee consideration and approval.</p>				
<b>F.</b>	WPS Proposal for Limited Architectural Services	Vote	Caprice Young	10 m
<p>Caprice Young, CEO &amp; Superintendent, is submitting the Artik Proposal for Architectural Work for Watsonville Prep School to the Governance Committee for consideration and approval.</p>				
<b>III.</b>	<b>Closed Session</b>			<b>5:11 PM</b>
<b>A.</b>	Announcement of and Vote to Enter Closed Session	Vote	Nora Crivello	1 m
<p>The Committee Chair will announce the reason for the closed session:</p>				
<p>1. Anticipated Litigation (Gov't Code 54956.9(b)): One case</p>				
<b>B.</b>	Closed Session	Discuss	Nora Crivello	10 m
<p>The Committee will discuss the following in closed session:</p>				
<p>1. Anticipated Litigation (Gov't Code 54956.9(b)): One case</p>				
<b>C.</b>	Announcement of Actions Taken During Closed Session	FYI	Nora Crivello	1 m

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

**IV. Closing Items 5:23 PM**

<b>A.</b>	Schedule Next Committee Meeting	Discuss	Nora Crivello	5 m
	The Committee will discuss the date and time of its next meeting.			

<b>B.</b>	Adjourn Meeting	Vote	Nora Crivello	1 m
	The Committee will hold a roll call vote on the adjournment of the meeting.			

Proposed Motion: Adjourn

<b>C.</b>	Adjournment	FYI	Tom Peraic	1 m
	General Counsel will announce the adjournment of the meeting.			

# Coversheet

## Approve Minutes from Previous Meeting

**Section:** I. Opening Items  
**Item:** C. Approve Minutes from Previous Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Governance Committee Meeting on October 14, 2024

APPROVED



## Navigator Schools

# Minutes

## Governance Committee Meeting

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### Date and Time

Monday October 14, 2024 at 1:00 PM

### Location

[Join Zoom Meeting](#)

ID: 93426544212

Passcode: 987458

[\(US\) +1 646-931-3860](#)

Passcode: 987458

Meeting host: [ami.ortiz@navigatorschools.org](mailto:ami.ortiz@navigatorschools.org)

Join Zoom Meeting:

<https://navigatorschools.zoom.us/j/93426544212?pwd=3KaHqYuk23rxvpBp8lJFTjcwo4prqC.1>

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### Committee Members Present

Ian Connell (remote), Nora Crivello (remote), Shara Hegde (remote), Tom Peraic (remote)

### Committee Members Absent

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None

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## I. Opening Items

### A. Call the Meeting to Order

Nora Crivello called a meeting of the Governance Committee of Navigator Schools to order on Monday Oct 14, 2024 at 1:08 PM.

### B. Record Attendance and Guests

### C. Approve Minutes from Previous Meeting

Nora Crivello made a motion to approve the minutes from Governance Committee Meeting on 09-26-24.

Shara Hegde seconded the motion.

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

### D. Opening Comments from Committee Chair

The Board Chair made no opening comments.

### E. Opening Comments from CEO & Superintendent

The CEO & Superintendent was not present.

### F. Public Comment

There was no public comment.

## II. Closed Session

### A. Announcement of and Vote to Enter Close Session

Ian Connell made a motion to enter closed session.

Nora Crivello seconded the motion.

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

### B. Closed Session

The Committee engaged in closed session discussions.

### C. Announcement of Actions Taken During Closed Session

The Committee Chair announced that no actions were taken.

## III. Closing Items

### A.

### **Schedule Next Committee Meeting**

The Committee discussed dates for the next Committee meeting.

### **B. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 1:57 PM.

Respectfully Submitted,  
Nora Crivello

### **C. Adjournment**

The General Counsel the adjournment of the meeting.

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### **Documents used during the meeting**

*None*



# Coversheet

## Selection of Gilroy Prep Parent Representative on the Navigator Schools Board

**Section:** II. Topical  
**Item:** A. Selection of Gilroy Prep Parent Representative on the Navigator  
Schools Board  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Anthony Di Vittorio - Board of Directors Application and Resume (11.15.24).pdf



## Navigator Schools Board of Directors Application

**Name: Anthony Di Vittorio**

**Cell phone:** [REDACTED]  
**Address:** [REDACTED]  
**Occupation: Regional Sales Manager**    **Work phone:** [REDACTED]  
**Email:** [REDACTED]

As charter schools are subject to certain provisions of the Political Reform Act of 1974, Navigator Schools board members must disclose their personal financial interests to the public through the Statement of Economic Interest (Form 700) on an annual basis. All new Navigator board members are required to complete the Form 700 once they begin their board service.

**Please check the skills you can contribute to the Navigator Schools Board of Directors:**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Accounting                                    | <input checked="" type="checkbox"/> Planning   | <input checked="" type="checkbox"/> Marketing     |
| <input checked="" type="checkbox"/> Investment Management              | <input type="checkbox"/> Education   | <input type="checkbox"/> Facilities & Real Estate |
| <input checked="" type="checkbox"/> Fundraising                        | <input type="checkbox"/> Technology  | <input type="checkbox"/> Public Relations         |
| <input checked="" type="checkbox"/> Community Relations                | <input checked="" type="checkbox"/> Volunteer Coordinator  | <input checked="" type="checkbox"/> Student Life  |
| <input type="checkbox"/> Human Resources                               | <input checked="" type="checkbox"/> Management   | <input type="checkbox"/> Legal                    |
| <input checked="" type="checkbox"/> Financial Management<br>Investment | <input checked="" type="checkbox"/> Current Navigator<br>Parent - Name of<br>School: Gilroy Prep |   |

**Please answer the following questions with reference to the skills you checked above:**

- On what other boards have you served and in what capacities?  
N/A

- What other charitable or community activities do you participate in?  
 I am actively involved with Genesys Works, an organization dedicated to providing pathways to career success for high school students in underserved communities. We offer skills training, meaningful work experiences, and foster impactful relationships to help these students thrive in their careers.  
  
 Additionally, I support Junior Achievement, which inspires young people to believe in the possibilities for their future. We help students connect what they learn in school with real-life experiences, demonstrating that they can invest in their future and pursue their dreams.

- What is your interest in Navigator Schools board service?  
 I am interested in serving on the Navigator Schools board to contribute to their mission of improving educational outcomes for underserved students. I am passionate about using my skills in strategic planning and resource management to support the school's growth and drive long-term success for its students and the community.

- **Why do you think the Navigator Schools' mission is important and what about it is appealing to you?**

Navigator Schools' mission is vital because it aims to provide high-quality education to underserved students, thereby helping to close the achievement gap. What appeals to me is the focus on empowering these students with the skills and opportunities necessary for success, which creates a lasting positive impact on their lives and the broader community.

- **Please explain how you believe charter schools improve public education and how Navigator Schools has changed the education landscape in our community. Also, specifically, how do you view Navigator's role in educating the underserved children of the Central Coast? Beyond?**

I believe that charter schools, such as Navigator Schools, enhance public education by introducing innovative teaching methods and creating diverse learning environments. They provide options beyond local district schools, offer tailored programs, and focus on underserved communities. For instance, Navigator Schools has made a significant impact on the Central Coast community by establishing high expectations, strong support systems, and rigorous academic standards. Their data-driven approach and emphasis on teacher development have contributed to sustained academic growth. Overall, Navigator Schools' influence demonstrates how initiatives in under-resourced areas can serve as a model for improving education for all students, particularly those from low-income backgrounds.

- **What do you think are the biggest challenges facing Navigator Schools in the next five years?**

1. **Sustainability and Growth:** As Navigator Schools expands to serve more communities, maintaining the same level of academic excellence while growing could be challenging. Scaling effectively without losing core values will require careful planning and leadership.
2. **Funding and Financial Stability:** I know that charter schools rely on public funding, grants, and private donations. Securing consistent and sufficient funding to support growth and maintain quality programs could be a challenge.
3. **Teacher Recruitment and Retention:** Finding and retaining qualified teachers, particularly in underserved communities, must be difficult. Investments in professional development and competitive compensation are crucial.
4. **Adapting to Changing Educational Landscapes:** Navigator will need to continue adapting its teaching strategies and educational offerings as technology and student needs evolve.
5. **Political and Regulatory Pressures:** Navigator Schools might face increased regulatory scrutiny or efforts to limit their growth through policy changes. Building strong community relationships and advocating for charter-friendly policies will be key.
6. **Equity and Access:** Balancing the demands of new students while maintaining equity in resources and opportunities for the most vulnerable students will be crucial as the network expands.

- **Please describe your understanding of operational and strategic roles of board members.**

My understanding is that Board members of Navigator Schools play a vital role in overseeing the organization's operations and strategy.

They monitor academic performance, financial health, and regulatory compliance while guiding the leadership team to align efforts with the school's mission. They also approve key decisions, including budgets and major initiatives.

Strategically, board members ensure all decisions align with long-term goals and mission, directing growth and resource allocation. They advocate for the school in the community, supporting fundraising and engaging with stakeholders to promote its future success.

- Navigators Schools has high expectations of board members, and service on the board requires a serious commitment. Do you have the time and interest both to serve the school operationally and to contribute strategically?

Yes.

- Is there a specific board position or operational area that you are interested in? Please explain your qualifications for this position.

Open.

- Are you a member of any professional organization whose fundamental processes would prevent you from participating in any function of the school or board process as a conflict of interest?

No.

**In addition, please provide a brief (no more than one page) cover letter summarizing your relevant experience, a resume and references with contact information.**

(2) Anthony Di Vittorio | LinkedIn

**ALL application documents must be submitted as PDF (Portable Document Format) files.**

Please email all application documents to Kirsten Carr, [kirsten.carr@navigatorschools.org](mailto:kirsten.carr@navigatorschools.org)  
Please submit all application documents, including the application, as PDF files.

## Contact

[www.linkedin.com/in/anthonydivittorio](https://www.linkedin.com/in/anthonydivittorio) (LinkedIn)

## Top Skills

Microsoft Office  
Microsoft Excel  
Microsoft Word

# Anthony Di Vittorio

Business Banking Market President | Northern California  
San Francisco Bay Area

## Experience

### BMO U.S.

SVP Business Banking Market President - Northern California  
December 2023 - Present (1 year)

### U.S. Bank

8 years 4 months

#### VP Small Business Sales Manager

September 2022 - November 2023 (1 year 3 months)  
San Francisco Bay Area

#### AVP Business Banking Digital Accelerator

October 2019 - September 2022 (3 years)  
Los Gatos, California, United States

#### AVP Business Banking Specialist

August 2015 - October 2019 (4 years 3 months)  
San Jose

### Bank of America

#### AVP Merchant Account Executive

September 2012 - August 2015 (3 years)

### AT&T

#### Lead Small Business Specialist

March 2010 - September 2012 (2 years 7 months)

### Washington Mutual Bank

#### Personal Financial Representative

January 2008 - February 2009 (1 year 2 months)

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## Education

### Leland high school

(2003 - 2006)



# Coversheet

## Growth Governance Structure

**Section:** II. Topical  
**Item:** B. Growth Governance Structure  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Navigator Governance Discussion and Recommendation (11.15.2024).pdf

# Navigator Governance Strategy

Let's explore various governance models to optimize for expansion and sustainability



# Agenda

- ❑ Overview + Context
- ❑ Current Governance Model
- ❑ Alternative Models
- ❑ Recommended Approach
- ❑ Next Steps + Timelines



# Overview + Context

Following discussions with the OC Authorizer on the need for local expertise, we explored various governance models to assess how well they align with our criteria for centralized control with local flexibility, streamlined board structure, and political considerations

## Three Criteria for Governance Success

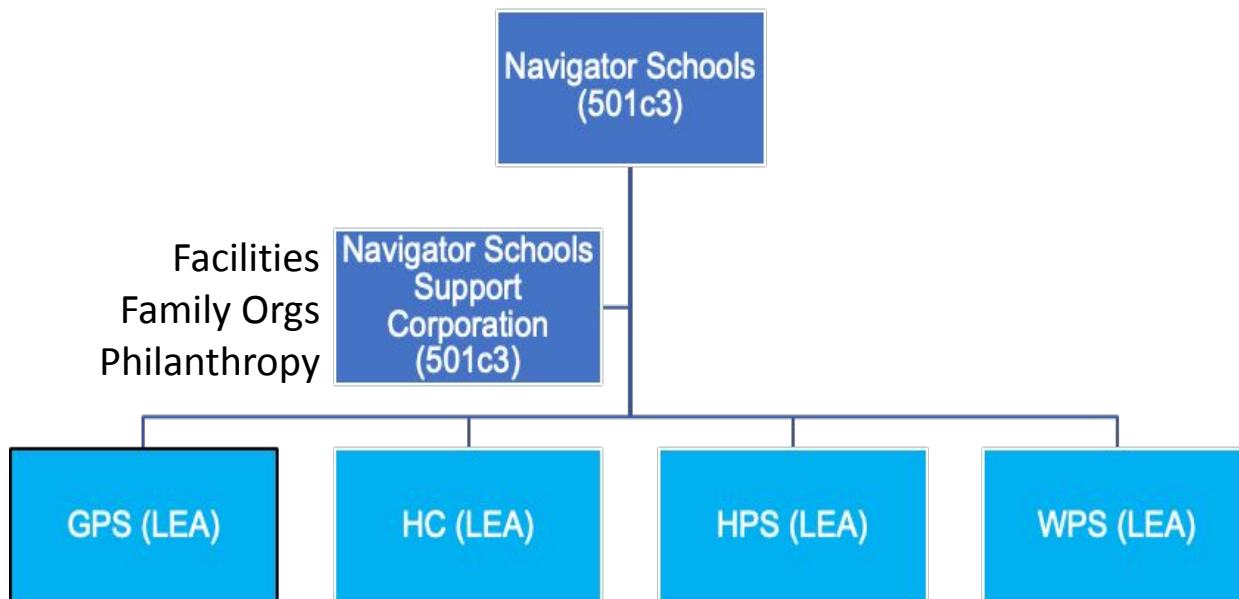
- ❑ Centralized Control with Local Flexibility
    - ❑ Ensure the governance model allows for centralized decision-making while accommodating regional needs.
  - ❑ Streamlined Board Structure
    - ❑ Maintain an efficient board structure that enables the CEO for both Navigator Schools and the Support Corporation.
  - ❑ Political Considerations
-

# 6 Governance Models

1. Current Model
2. Sole Statutory Member
3. Single Charter School Non-Profit and Separately Incorporated Support Office
4. Multiple Non-Profits Operating Regional Charter Schools
5. Regional Non-Profits and Separately Incorporated Support Office
6. Separate Non-Profits for each Schools and Separately Incorporated Support Office



# 1. Current Model



## Three Criteria for Governance Success

- Centralized Control with Local Flexibility**
  - Ensure the governance model allows for centralized decision-making while accommodating regional needs.
- Streamlined Board Structure**
  - Maintain an efficient board structure that enables the CEO for both Navigator Schools and the Support Corporation.
- Political Considerations**



# 1. Current Model

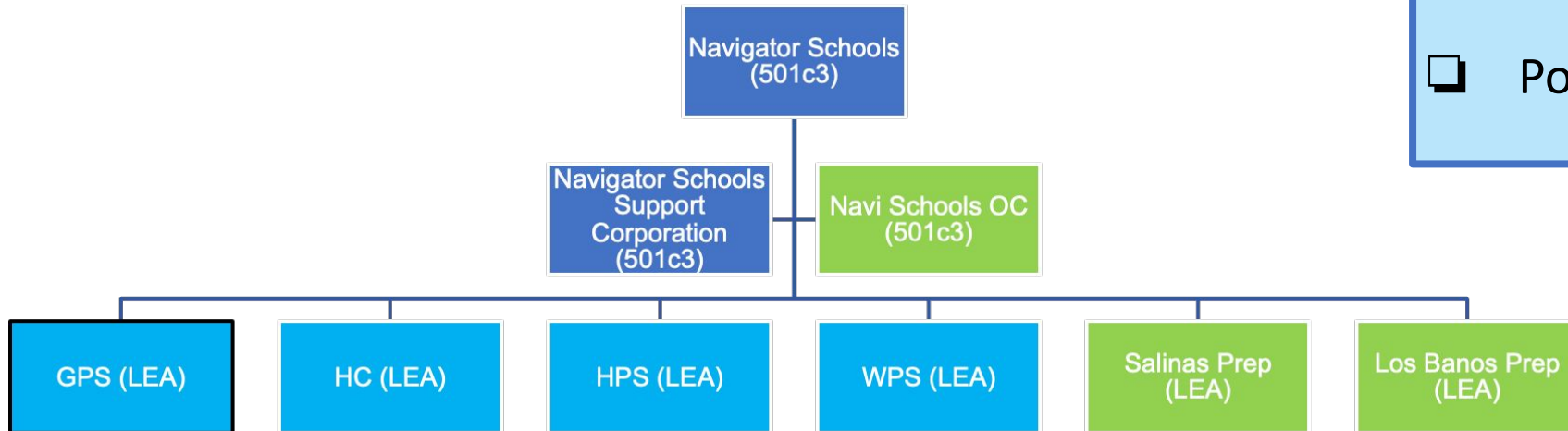
1. **Centralized Control with Local Flexibility:** Fully met; single board maintains strong centralized control, ensuring all schools align with the corporate mission and policies.
2. **Streamlined Board Structure:** Fully met; operates under a single board and legal entity, minimizing administrative burden and simplifying governance.
3. **Political Considerations:** Favorable; this model provides uniformity and operational efficiency, avoiding complications related to separate entities and complex oversight structures.

## Three Criteria for Governance Success

- Centralized Control with Local Flexibility**
  - Ensure the governance model allows for centralized decision-making while accommodating regional needs.
- Streamlined Board Structure**
  - Maintain an efficient board structure that enables the CEO for both Navigator Schools and the Support Corporation.
- Political Considerations**



## 2. Sole Statutory Member



### Three Criteria for Governance Success

- ❑ **Centralized Control with Local Flexibility**
  - ❑ Ensure the governance model allows for centralized decision-making while accommodating regional needs.
- ❑ **Streamlined Board Structure**
  - ❑ Maintain an efficient board structure that enables the CEO for both Navigator Schools and the Support Corporation.
- ❑ **Political Considerations**



## 2. Sole Statutory Member

1. **Centralized Control with Local Flexibility:** Met; sole statutory membership allows Navigator Schools to appoint/remove SoCal board members, providing strong control while meeting OCDE's local control requirements.
2. **Streamlined Board Structure:** Partially met; adds a separate board for the SoCal entity, increasing administrative tasks but minimally impacting the existing Navigator structure.
3. **Political Considerations:** Favorable; this model aligns with OCDE's expectations for local control without requiring major changes to Navigator's current structure. However, it involves additional costs and filings for the SoCal nonprofit.

### Three Criteria for Governance Success



#### Centralized Control with Local Flexibility

- ☐ Ensure the governance model allows for centralized decision-making while accommodating regional needs.



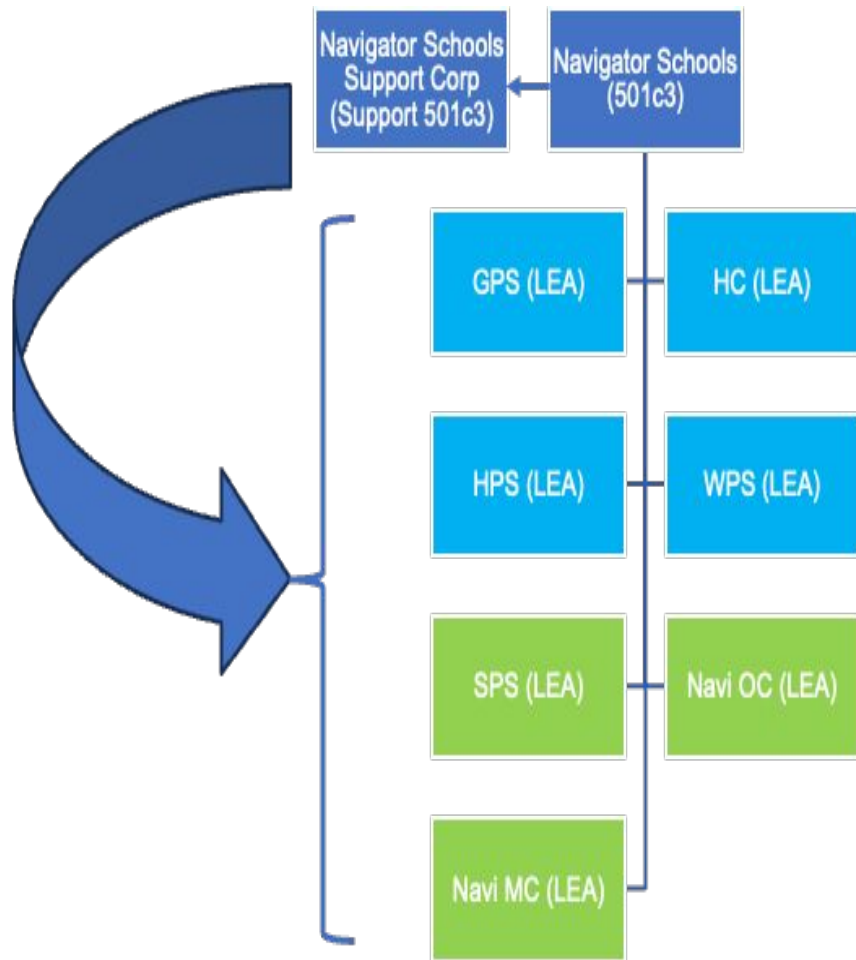
#### Streamlined Board Structure

- ☐ Maintain an efficient board structure that enables the CEO for both Navigator Schools and the Support Corporation.



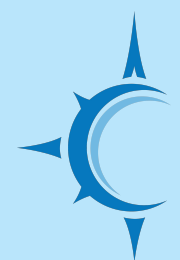
#### Political Considerations

### 3. Single Charter Non-Profit and Separately Incorporated Support Office



#### Three Criteria for Governance Success

- ❑ **Centralized Control with Local Flexibility**
  - ❑ Ensure the governance model allows for centralized decision-making while accommodating regional needs.
- ❑ **Streamlined Board Structure**
  - ❑ Maintain an efficient board structure that enables the CEO for both Navigator Schools and the Support Corporation.
- ❑ **Political Considerations**





# 3. Single Charter Non-Profit and Separately Incorporated Support Office

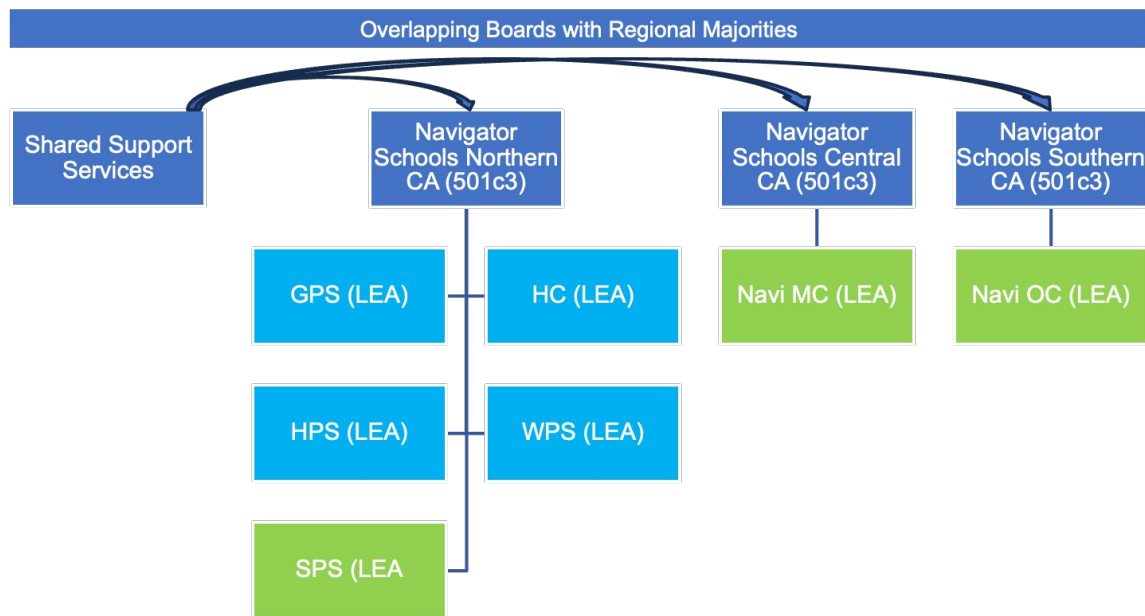
- 1. Centralized Control with Local Flexibility:** Partially met; control is indirect, relying on service and licensing agreements with the Support Office.
- 2. Streamlined Board Structure:** Not fully met; requires a separate board and filings for the Support Office, adding administrative layers.
- 3. Political Considerations:** Potential concerns; selling intellectual property to the Support Office could raise conflicts of interest and public fund concerns.

## Three Criteria for Governance Success

- Centralized Control with Local Flexibility**
  - Ensure the governance model allows for centralized decision-making while accommodating regional needs.
- Streamlined Board Structure**
  - Maintain an efficient board structure that enables the CEO for both Navigator Schools and the Support Corporation.
- Political Considerations**



# 4. Multiple Non-Profits Operating Regional Charter Schools



## Three Criteria for Governance Success

- ❑ **Centralized Control with Local Flexibility**
  - ❑ Ensure the governance model allows for centralized decision-making while accommodating regional needs.
- ❑ **Streamlined Board Structure**
  - ❑ Maintain an efficient board structure that enables the CEO for both Navigator Schools and the Support Corporation.
- ❑ **Political Considerations**



## 4. Multiple Non-Profits Operating Regional Charter Schools

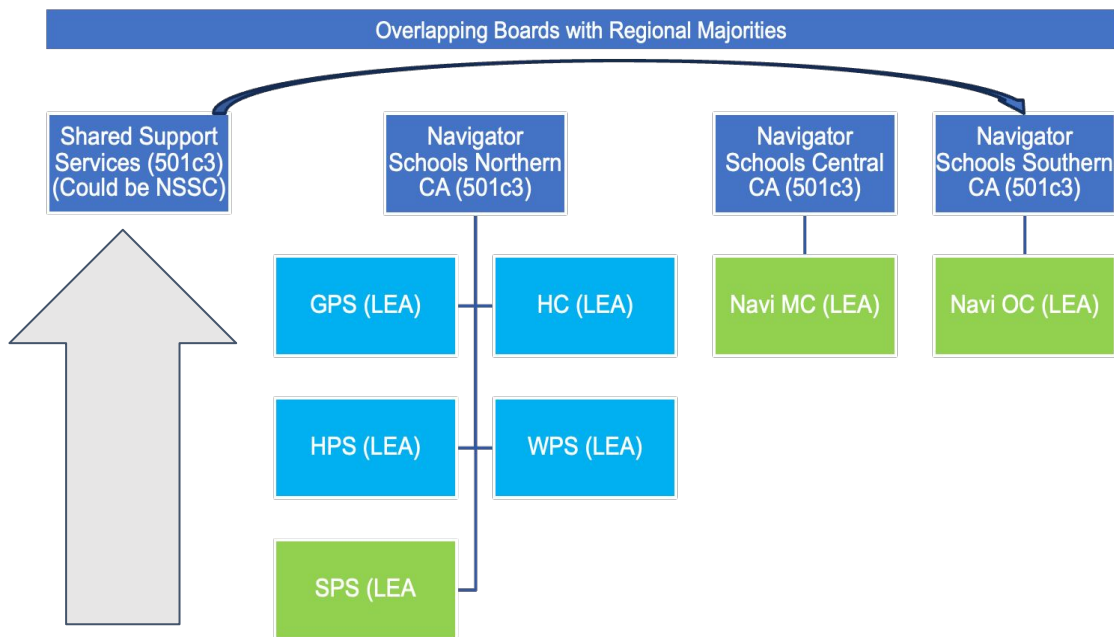
1. **Centralized Control with Local Flexibility:** Partially met; regional 501(c)(3) entities allow local governance but reduce centralized control, leading to potential inconsistencies.
2. **Streamlined Board Structure:** Not met; requires separate boards and administrative duplication, increasing complexity and resource needs.
3. **Political Considerations:** Potential challenges; overlapping roles and similar entity names may create oversight issues and confusion for external stakeholders, and could impact organizational culture consistency across regions.

### Three Criteria for Governance Success

- Centralized Control with Local Flexibility**
  - Ensure the governance model allows for centralized decision-making while accommodating regional needs.
- Streamlined Board Structure**
  - Maintain an efficient board structure that enables the CEO for both Navigator Schools and the Support Corporation.
- Political Considerations**



# 5. Regional Non-Profits and Separately Incorporated Support Office



## Three Criteria for Governance Success

- ❑ **Centralized Control with Local Flexibility**
  - ❑ Ensure the governance model allows for centralized decision-making while accommodating regional needs.
- ❑ **Streamlined Board Structure**
  - ❑ Maintain an efficient board structure that enables the CEO for both Navigator Schools and the Support Corporation.
- ❑ **Political Considerations**



## 5. Regional Non-Profits and Separately Incorporated Support Office

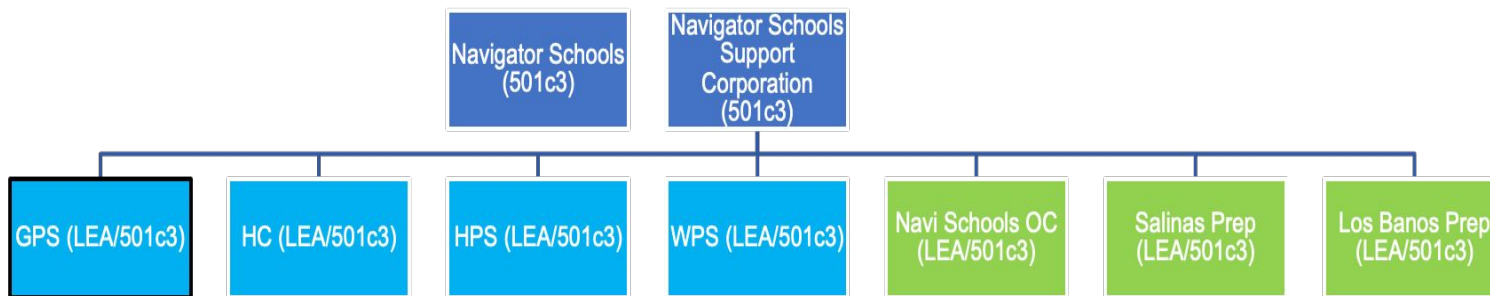
- 1. Centralized Control with Local Flexibility:** Partially met; allows for regional control and local board representation, but reduces centralized decision-making power.
- 2. Streamlined Board Structure:** Not met; requires separate incorporation, boards, and filings for each regional nonprofit, significantly increasing administrative complexity.
- 3. Political Considerations:** Potential challenges; separate entities require charter revisions and increased costs, which may impact consistency and stakeholder alignment across regions.

### Three Criteria for Governance Success

- Centralized Control with Local Flexibility**
  - Ensure the governance model allows for centralized decision-making while accommodating regional needs.
- Streamlined Board Structure**
  - Maintain an efficient board structure that enables the CEO for both Navigator Schools and the Support Corporation.
- Political Considerations**



## 6. Separate Non-Profits for Each School and Separately Inc. Office



### Three Criteria for Governance Success

- ❑ **Centralized Control with Local Flexibility**
  - ❑ Ensure the governance model allows for centralized decision-making while accommodating regional needs.
- ❑ **Streamlined Board Structure**
  - ❑ Maintain an efficient board structure that enables the CEO for both Navigator Schools and the Support Corporation.
- ❑ **Political Considerations**



## 6. Separate Non-Profits for Each School and Separately Inc. Office

1. **Centralized Control with Local Flexibility:** Partially met; each school operates independently with its own board, limiting centralized control. Indirect control is maintained through service and licensing agreements with the Support Office.
2. **Streamlined Board Structure:** Not met; requires each school to incorporate separately, seat its own board, and meet annual filing requirements, creating significant administrative complexity.
3. **Political Considerations:** Potential challenges; self-governance may lead to concerns over administrative overhead and the indirect control model, as well as increased costs for separate incorporations and charter revisions.

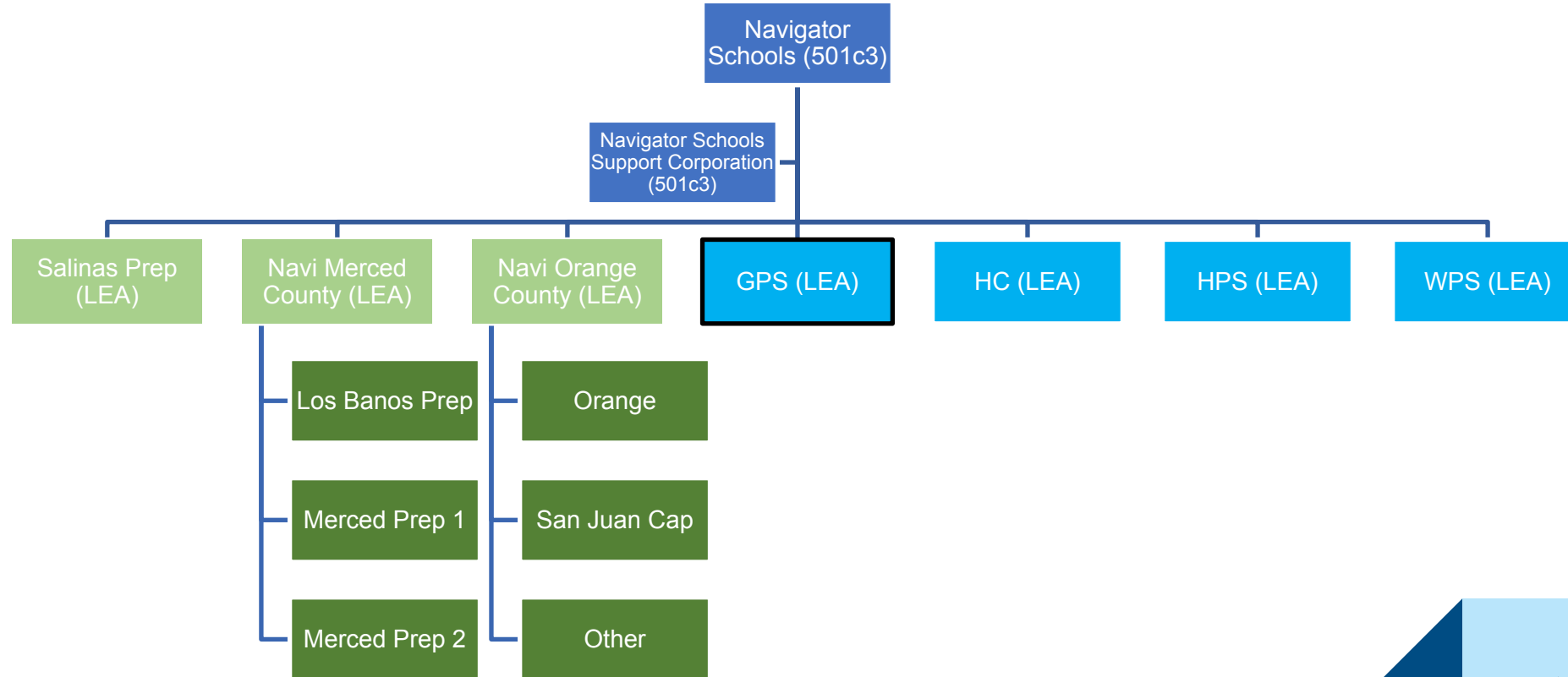
### Three Criteria for Governance Success

- Centralized Control with Local Flexibility**
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- Streamlined Board Structure**
  - Maintain an efficient board structure that enables the CEO for both Navigator Schools and the Support Corporation.
- Political Considerations**



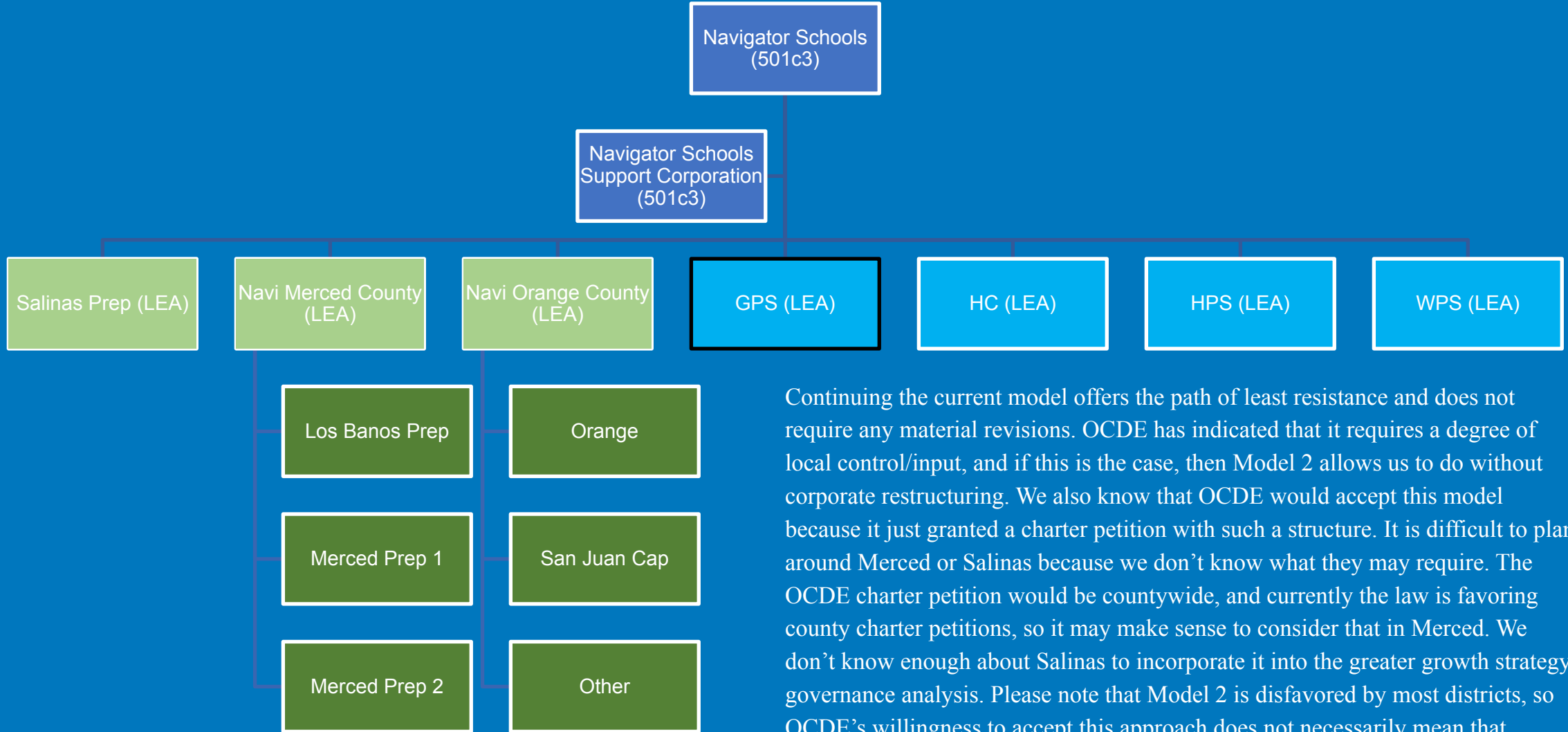
# Recommendation

We recommend for the board to approve continuing the same governance structure we are currently using as we expand.





# We recommend keeping our governance structure as is, knowing that this may cause complications later when we have counties with more students than Santa Clara



Continuing the current model offers the path of least resistance and does not require any material revisions. OCDE has indicated that it requires a degree of local control/input, and if this is the case, then Model 2 allows us to do without corporate restructuring. We also know that OCDE would accept this model because it just granted a charter petition with such a structure. It is difficult to plan around Merced or Salinas because we don't know what they may require. The OCDE charter petition would be countywide, and currently the law is favoring county charter petitions, so it may make sense to consider that in Merced. We don't know enough about Salinas to incorporate it into the greater growth strategy governance analysis. Please note that Model 2 is disfavored by most districts, so OCDE's willingness to accept this approach does not necessarily mean that Merced or Salinas would as well.

# Coversheet

## Reimbursement Resolution

**Section:** II. Topical  
**Item:** D. Reimbursement Resolution  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Reimbursement Resolution - DRAFT (11.15.24).pdf

## NAVIGATOR SCHOOLS

### RESOLUTIONS OF THE BOARD OF DIRECTORS

#### **(Declaration Of Official Intent to Reimburse Certain Expenditures from Proceeds of Indebtedness)**

The Board of Directors (“Board”) of Navigator Schools adopts the following Resolutions:

**WHEREAS**, Navigator Schools, a California nonprofit public benefit corporation (“Charter School” or the “Corporation”), is organized for charitable purposes;

**WHEREAS**, Charter School operates public charter schools;

**WHEREAS**, Navigator Schools Support Corporation, a California nonprofit public benefit corporation (“Support Corporation”), was formed and is operated exclusively to support Charter School;

**WHEREAS**, Charter School, Support Corporation, and/or an affiliated entity (for purposes of these Resolutions, collectively the “Borrower”) intends to acquire, construct, expand, remodel, renovate, improve, furnish and/or equip public charter school facilities as described in Appendix A attached hereto (the “Project”) for use the operation of one or more public charter schools;

**WHEREAS**, the Borrower reasonably expects to pay certain expenditures (the “Reimbursement Expenditures”) in connection with the Project prior to the issuance of indebtedness on behalf of the Borrower for the purpose of financing costs associated with the Project on a long-term basis; and

**WHEREAS**, the Borrower reasonably expects that debt obligations in an amount not expected to exceed \$25,000,000 will be issued by or on behalf of the Borrower in order to finance or refinance the Project and that certain of the proceeds of such debt obligations will be used to reimburse the Reimbursement Expenditures, up to approximately \$25,000,000;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board hereby finds and determines that the above recitals are true;

**RESOLVED FURTHER**, for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations, the Board hereby declares its official intent to use proceeds of indebtedness to reimburse the Borrower for Reimbursement Expenditures. This declaration does not bind the Borrower to make any expenditure, incur any indebtedness, or proceed with the Project;

**RESOLVED FURTHER**, the Board hereby authorizes the payment of any expenses incurred in connection with the preparation of proceedings for the issuance of said indebtedness on behalf of Borrower and the lease of Project, including legal/financial consulting expenses; and

**RESOLVED FURTHER**, that these resolutions shall take effect from and after their adoption by the Board.

### Certificate of Secretary

The undersigned certifies that the undersigned is the duly appointed and acting Secretary of the Corporation (as defined in the foregoing Resolutions), and that the foregoing Resolutions were duly adopted by the majority vote of the directors of the Corporation then in office at a meeting of the board of directors of the Corporation duly held on December 19, 2024 in compliance with the bylaws of the Corporation, in compliance with the notice, agenda, and open meeting requirements of the Ralph M. Brown Act, and while a quorum was present.

**IN WITNESS WHEREOF**, I have hereunto set my hand as Secretary of the Corporation this \_\_\_\_ of \_\_\_\_\_ 2024.

---

Tomislav Peraic  
Secretary

DRAFT

**APPENDIX A**  
(Project Description)

Charter school educational facilities located at 491 Tres Pinos Road, Hollister CA 95023 or at real property on 4th Street in Hollister, CA 95023 with APN numbers 052-090-045 and 052-090-046.

DRAFT

# Coversheet

## Artik Proposal for Architectural Work for the Hollister CUP Approval

**Section:** II. Topical  
**Item:** E. Artik Proposal for Architectural Work for the Hollister CUP Approval  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Navigator at 491 Tres Pinos Hollister Planning Approval.pdf



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

November 5, 2024

Ms. Caprice Young  
Navigator Schools  
650 San Benito St., Suite 230  
Hollister, CA 95023

**Project Name:** Navigator at 491 Tres Pinos Hollister  
**Project Number:** TBD/C1

Dear Ms. Young:

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

#### **Scope of the Project**

Navigator Schools (Client) wishes to have Artik Art & Architecture develop entitlement approval drawings and documents for the conversion of a former Kmart building located at 491 Tres Pinos Road in Hollister, CA . The building is intended to contain a Navigator TK-8<sup>th</sup> Grade school and an associated charter high school.

A budget has not been established for the project. A schedule has not been established for the project.

#### **Scope of Professional Services – Basic Services**

Artik Art & Architecture will not provide, nor be responsible for, any project consultants. Any required project consultants shall be provided by Client or by Artik Art & Architecture as an Optional Service or an Additional Service.

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

#### Planning Submittal

- ◆ Meet with Client to develop a list of spaces to be accommodated in the building.
- ◆ Review existing drawings obtained from the property owner and the building department.
- ◆ Visit the site to visually verify existing conditions.
- ◆ Develop a preliminary building and site layout for review. Meet with Client to review preliminary layout and receive comments for future development.

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- ◆ Develop refined layout for review. Meet with Client to review refined layout and receive comments for final layout.
- ◆ Develop final layout for approval by Client.
- ◆ Develop Conditional Use Permit drawings for submittal. The drawings will be based on the City of Hollister Development Services Department Project Submittal Checklist:
  - Title Sheet with Building and Site Information
  - Existing Site Plan
  - Proposed Site Plan
  - Circulation Plan
  - Elevations
  - Floor Plans
  - Roof Plan
- ◆ Assist Client to submit for Conditional Use Permit

#### Planning Approval

- ◆ Meet with Planning Department to review comments.
- ◆ Respond to comments by Planning Department on drawings.
- ◆ Attend public hearings on project.

#### **Excluded from Agreement**

The following services are expressly excluded from this agreement:

- ◆ Schematic Design and Design Development
- ◆ Building Permit Submittals
- ◆ Bidding or Construction Support
- ◆ Topographic and geotechnical surveys
- ◆ Testing and inspection fees
- ◆ Plan review and permit fees for regulatory agencies

#### **Compensation for Basic Services**

Artik Art & Architecture will provide the services indicated above for the Fixed Fees listed below plus authorized Reimbursable Expenses, paid in phases as follows:

Planning Submittal	35,000
<u>Planning Approval</u>	<u>25,000 (Hourly Not-to-Exceed)</u>
Total Basic Services	\$60,000



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**Compensation for Optional Services**

Compensation for Optional Services shall be in addition to compensation for Basic Services as follows:

Landscape Design	TBD
Civil Design	TBD
Lighting Photometrics	TBD

**Compensation for Additional Services**

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

The following Hourly Rates are applicable to this contract:

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

**Reimbursable Expenses**

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

**Invoicing**

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

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### **Legal Costs**

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

### **Project Timing**

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

### **Termination**

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

### **Client's Responsibilities**

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

### **Ownership of Documents**

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

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

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

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

### **Limit of Liability and Indemnification**

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

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

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### **Mediation**

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

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

### **Hazardous Materials**

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

### **Americans with Disabilities Act (ADA) Barrier Removal**

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

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

**Authorization**

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

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

Sincerely,



Martin Hochroth  
Principal

**ACCEPTED**

Client: Navigator Schools  
Name of authorized representative: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Coversheet

## WPS Proposal for Limited Architectural Services

**Section:** II. Topical  
**Item:** F. WPS Proposal for Limited Architectural Services  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Navigator at 12-18 Beach St Watsonville.pdf



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

November 5, 2024

Ms. Caprice Young  
Navigator Schools  
650 San Benito St., Suite 230  
Hollister, CA 95023

**Project Name:** Navigator at 12-18 Beach St Watsonville  
**Project Number:** TBD/C1

Dear Ms. Young:

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

#### **Scope of the Project**

Navigator Schools (Client) wishes to have Artik Art & Architecture assist the selected general contractor to obtain building department approval of tenant improvements to an existing building located at 12-18 Beach Street in Watsonville. The building is opposite the existing Watsonville Prep School (WPS) campus and will act an extension of that facility. The final program is subject to completion of the design, but preliminarily includes:

- Six Classrooms
- Communal Dining Hall with limited Servery
- Open Space Entry/Reception/Student Lounge
- Offices for SPED, Counseling and Tutoring
- Staff Room
- Staff and Student Restrooms and Storage
- Connection through shared alley to WPS

This proposal assumes that Planning Approval will be through an Administrative Review Permit as indicated by the 10/16/24 email from Ivan Carmona of the City of Watsonville. This proposal assumes that mechanical, plumbing and electrical engineering and documentation, as required, will be provided by the General Contractor's design-build subcontractors. A budget has not been established for the project. A schedule has not been established for the project.

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### **Scope of Professional Services – Basic Services**

Artik Art & Architecture will not provide, nor be responsible for, any project consultants. Any required project consultants shall be provided by Client or by Artik Art & Architecture as an Additional Service.

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

#### Preliminary Design

- ◆ Meet with Client to develop a list of spaces to be accommodated in the space.
- ◆ Review existing drawings obtained from the property owner and the building department.
- ◆ Visit the site to visually verify existing conditions.
- ◆ Develop a preliminary layout for review. Meet with Client to review preliminary layout and receive comments for future development.
- ◆ Develop refined layout for review. Meet with Client to review refined layout and receive comments for final layout.
- ◆ Develop final layout for approval by Client.
- ◆ Develop Scoping Drawings for the purpose of soliciting preliminary quotes from selected contractors.

#### Contractor Selection

- ◆ Meet with potential contractors at the site to review the design concept and respond to questions.
- ◆ Respond to written questions from general contractors.
- ◆ Assist Client to review quotes received and determine the preferred general contractor.

#### Building Department Submittal

- ◆ Meet with General Contractor and its design-build subcontractors to develop Building Permit drawings.
- ◆ Develop drawings and other documentation required to support application for Building Permit filed by selected General Contractor. Documentation is assumed to consist of:
  - Title Sheet with Building Information
  - Code Floor Plan and Site Plan
  - Site Plan/Demo Site Plan/Enlarged Site Plans
  - Demolition Floor Plan
  - Floor Plan
  - Door and Finish Schedules
  - Architectural Details
  - Structural Drawings and Details (See Optional Services)
  - Mechanical, Electrical and Plumbing Drawings, Details and Calculations (by GC's design-build subcontractors)



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- ◆ Assist selected General Contractor to submit for Building Permit.

Building Department Approval

- ◆ Receive and distribute comments from Building Department
- ◆ Respond to comments from Building Department on drawings and documentation.
- ◆ Assemble responses from General Contractor’s design-build subcontractors.
- ◆ Assist General Contractor to pull Building Permit.

Construction Support

- ◆ Participate in preconstruction meeting.
- ◆ Participate in regular construction meetings.
- ◆ Review and take appropriate action on submittals.
- ◆ Respond to Contractor’s Requests for Information (RFI’s).
- ◆ Review and comment on General Contractor’s Requests for Payment.
- ◆ Visit site to review construction progress. A total of eight (8) such site visits during construction are included as Basic Services.
- ◆ At a time when the Contractor has stated that the project is complete, walk through project with Client. If items need to be completed or corrected, develop a punch list of items to be completed for Final Acceptance.

**Excluded from Agreement**

The following services are expressly excluded from this agreement:

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

**Compensation for Basic Services**

Artik Art & Architecture will provide the services indicated above for the Fixed Fees listed below plus authorized Reimbursable Expenses, paid in phases as follows:

Preliminary Design	24,863
Contractor Selection	4,973
Building Submittal	49,725
Building Approval	4,973
<u>Construction Support</u>	<u>14,918</u>
Total Basic Services	\$99,450

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**Compensation for Optional Services**

Compensation for Optional Services shall be in addition to compensation for Basic Services as follows:

Structural Design	TBD
Civil Design	TBD

**Compensation for Additional Services**

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

The following Hourly Rates are applicable to this contract:

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

**Reimbursable Expenses**

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

**Invoicing**

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

November 5, 2024  
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Navigator at 12-18 Beach St Watsonville  
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### **Legal Costs**

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

### **Project Timing**

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

### **Termination**

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

### **Client's Responsibilities**

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

### **Ownership of Documents**

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

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

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

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

### **Limit of Liability and Indemnification**

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

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

November 5, 2024  
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### **Mediation**

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

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

### **Hazardous Materials**

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

### **Americans with Disabilities Act (ADA) Barrier Removal**

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

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

**Authorization**

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

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

Sincerely,



Martin Hochroth  
Principal

**ACCEPTED**

Client: Navigator Schools  
Name of authorized representative: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_